

SERVICE LEARNING MEMORANDUM OF UNDERSTANDING

COMMUNITY PARTNER: _____
CONTACT NAME/TITLE: _____
PH # _____ **E-MAIL** _____

This memorandum identifies the rights and responsibilities of the District Board of Trustees of Valencia College, Florida, herein called the College, and the community service agency that intends to utilize the College service learning student, as identified above, herein called the Community Partner.

1. Community Partner Duties

- Meet and maintain the College's requirements for eligibility as a Community Partner, including providing any requested documentation, permitting tours of facilities, and meeting with College officials.
- Work with the College in the development and monitoring of service assignments.
- Ensure that students will not be asked to transport any person, be alone with minors, be in any private home without a Community Partner representative, or to otherwise engaged in activities outside the scope of this Agreement.
- Interview service learning students before placement. These can be group or telephone interviews.
- Help students keep a record of their service hours to be reported to the college.
- Provide a minimum of 20 hours of meaningful service opportunities per credit hour.
- Provide on-the-job orientation, training, direction, and supervision to all service learning students and inform the student of company policies, regulations and standards observed by its employees, including how to discuss a need for change in placement or hours of service.
- Confer regularly with the College to assess the program and placement process.
- Designate a coordinator to serve as liaison with the College.
- Assist the College Faculty Service Learning Supervisor in evaluating the service learning student's progress by completing and returning the **Customized Learning Plan**, verifying the service learning student's total number of hours worked, signing the **Time and Attendance** form.
- Complete and return various documents to include the **Memorandum of Understanding**, **End of Term Student Evaluation** and **Community Partner Satisfaction Survey** for the service learning student's records.
- Undertake reasonable measures to ensure the safety of the working environment for service learning students, including, but not limited to, restricting student work assignments at the site to daylight hours.
- Provide insurance coverage for the service learning student as a volunteer according to Florida Statutes. Otherwise, the service learning student has been advised that he/she accept the service learning assignment at his/her own risk as Valencia does not provide insurance coverage for damages or injuries.
- Adhere to all State and Federal rules, regulations and laws, including but not limited to

Child Labor, Wage and Hour, and Discrimination laws.

- Obtain and maintain status as an active Florida not-for-profit organization or governmental agency.

2. College Duties

- Recruit and enroll service learning students to be placed at community partner sites and projects.
- Assist the Community Partner on an as needed basis in the development of student placement, orientation, training, and other project related activities.
- Refer service learning students to the Community Partner site for placement upon the Community Partner's review and approval, and upon the student's acceptance of the service learning opportunity.
- Periodically monitor project activities at the Community Partner site to assess and/or discuss the needs of service learning students at the project.
- Provide recruiting opportunities, orientations, and training to Community Partner supervisors (on an as needed basis).
- Facilitate and review service learning placements and verifications.
- Reserve the right to reject a service learning opportunity and/or to terminate pending/active service learning positions with or without cause at any time.
- Inform students about compliance with Community Partner's policies and protocols, as provided by Community Partner, including professional behavior while at Community Partner's site.

3. General Terms Applicable to Both Parties

- **Independent Contractors:** It is understood and agreed that the College and the Community Partner are independent contractors with one another. Neither the College nor the Community Partner shall have supervision or control over the other's employees in the performance of their employment responsibilities. The College shall have no supervision or control over service learning students in the performance of their responsibilities for the Community Partner. Service Learning Students placed with the Community Partner shall be under the sole and exclusive control and direction of the Community Partner while performing their service learning responsibilities, and in no way shall they be deemed to be employees or agents of the College.
- **Compensation:** The College and the Community Partner offer no financial compensation to each other or to service learning students. Service learning students remain liable for all tuition and fees for any courses in which they register.
- **Liability/Indemnification:** The College assumes no responsibility for any accidents, injuries, or damages that may occur during the service experience. Community Partner agrees to indemnify and hold harmless the College for any injuries or damages that arise out of the negligence or misconduct of Community Partner's employees or volunteers, or for any failure on the part of Community Partner to comply with the terms of this

Memorandum of Understanding.

- **Education Records:** The parties acknowledge that student education records are protected by the Family Educational Rights and Privacy Act (“FERPA”), and agree that, to the extent personally identifiable student education records are disclosed between Valencia and Community Partner in facilitating the program, all student education records will be treated as confidential and will not be disclosed to other parties except to Community Partner officials who need the information to fulfill their professional responsibilities in furtherance of this Memorandum of Understanding or as required or permitted by law. The College will provide any necessary guidance to Community Partner about the use and maintenance of education records.
- **Public Records:** Community Partner understands and acknowledges that College is a political subdivision of the State of Florida and is subject to Florida’s public records laws, found in Chapter 119, Florida Statutes.
- **Separation from Community Partner:** The Community Partner may request the removal of a service learning student at any time. The College may recall service learning students at any time. A service learning student may resign from service. Terms of removal from service must be stated in writing.
- **Displacement of Employees:** The College will not approve service learning students to any placement that would displace employed workers or impair contracts for services.
- **Prohibition of Discrimination:** The College and the Community Partner will actively comply with any applicable provisions of Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, and other applicable laws. College and Community Partner agree to work together to immediately investigate and address any alleged discrimination arising from the activities described by this Agreement.
- **Amendments:** This Memorandum of Understanding may be amended at any time in writing by concurrence of both parties.
- **Assignment:** The duties under this Memorandum of Understanding cannot be assigned by any party to a third party.
- **Choice of Laws and Venue:** This Memorandum of Understanding and any disputes hereunder shall be construed in accordance with the laws of the State of Florida, notwithstanding that State’s choice of law provisions, and enforced in the courts of the State of Florida.
- **Integration and Separability Clause:** This Memorandum of Understanding sets forth the entire agreement of the parties and supersedes any and all prior agreements, arrangements, and understandings related to the subject matter. Any provisions of this Memorandum of Understanding that are contrary to, prohibited by, or invalid under applicable laws or regulations shall be deemed to be omitted from this document and

shall not invalidate the remaining provisions.

4. Term and Termination

This Agreement shall be for three years from the date the last Party signs. It may be terminated by either party for any reason upon written notice at least 72 hours in advance of any student being prohibited from participating in a service learning activity. Should the need arise for an immediate termination of this Agreement, written notice may be provide by email together with a telephone call to the College Faculty Service Learning Supervisor or Community Partner liaison advising of the termination.

Signatures:

Valencia College

By: _____

Date _____

Community Partner

By: _____

Date: _____