

COMMUNITY ENGAGEMENT AGREEMENT

This Agreement is entered into this _____ day of _____, 20____, between Belmont UNIVERSITY, located at 1900 Belmont Boulevard, Nashville, Tennessee 37212, herein referred to as "UNIVERSITY" and _____, located at _____, herein referred to as "COMMUNITY-BASED ORGANIZATION."

I. STATEMENT OF PURPOSE

WHEREAS, COMMUNITY-BASED ORGANIZATION operates a *[insert description of its operation/mission]*;

and

WHEREAS, COMMUNITY-BASED ORGANIZATION serves *[insert description of population served]*;

and

WHEREAS, UNIVERSITY, as part of its mission as a student centered Christian community providing an academically challenging education that empowers men and women of diverse backgrounds to engage and transform the world with disciplined intelligence, compassion, courage and faith, desires to identify learning and service opportunities for its students to both satisfy their educational requirements and to serve the community while fulfilling the mission of the UNIVERSITY; and

WHEREAS, the UNIVERSITY is an institution committed to social justice, respect for all persons, and the power of education to transform lives, its core curriculum includes a community engagement learning requirement for undergraduates as well as the provision of opportunities for course based and co-curricular community engagement; and

WHEREAS, for the UNIVERSITY, community engagement in this context involves engaging with the community in ways that tie meaningful learning experiences directly to course content or co-curricular programs; and

WHEREAS, through reflective activities and course assignments or co-curricular projects related to community engagement, students enhance their understanding of key concepts, sense of civic engagement, awareness of social justice, self-awareness, vocational discernment, and commitment to the community; and

WHEREAS, each party has a complementary role to play in the provision of opportunities and the enrichment of the programs of the other party and the students and communities served by those programs; and

WHEREAS, the UNIVERSITY and COMMUNITY-BASED ORGANIZATION agree that as a result of their common interests, related missions and similar underlying principles and values, each institution has much to offer the other institution in providing service and learning opportunities that will benefit their respective communities.

NOW THEREFORE, the parties agree to the terms of this Agreement as follows.

II. PRIORITIES

A. Community Engagement Activities

Activities are anticipated to be accomplished in accordance with stated missions of both the UNIVERSITY and the COMMUNITY-BASED ORGANIZATION, reviewed and agreed upon by the UNIVERSITY and COMMUNITY-BASED ORGANIZATION prior to the start of the experience.

The UNIVERSITY will inform its students of the following expectations:

1. Students will need to participate in all relevant trainings by the COMMUNITY-BASED ORGANIZATION as stated in Section III-A-2, Training and Orientation of this Agreement.
2. Students will need to model professional, ethical and appropriate behavior when working with clients/community, and when at a COMMUNITY-BASED ORGANIZATION site.
3. Students will need to meet the goals of the COMMUNITY-BASED ORGANIZATION (and the related course in which the student is enrolled or co-curricular program in which the student is a participant, if applicable.)
4. Students will need to fulfill the specific scope of duties, as identified and mutually agreed upon by the UNIVERSITY and the COMMUNITY-BASED ORGANIZATION.

B. Safe and Productive Environment

The COMMUNITY-BASED ORGANIZATION is committed to providing a safe and productive environment for the UNIVERSITY students engaging in the programs or other activities of the COMMUNITY-BASED ORGANIZATION at its site or through its community outreach.

1. The COMMUNITY-BASED ORGANIZATION will:
 - a. Maintain a reasonably safe environment by observing all applicable safety regulations under the Occupational Safety and Health Act.
 - b. Give the UNIVERSITY student a complete tour of the site, and ensure that the UNIVERSITY student is aware of all safety policies and emergency procedures and is able to act responsibly in case of an emergency.
 - c. Provide medical assistance and first aid in the event a student is injured or becomes ill during the course of the community based learning experience, as appropriate.
 - d. Tennessee law may require the COMMUNITY-BASED ORGANIZATION to conduct a criminal background check on the UNIVERSITY student. It is the COMMUNITY-BASED ORGANIZATION's responsibility to: 1) determine whether such background check requires fingerprinting; 2) obtain the UNIVERSITY student's fingerprints; 3) obtain criminal background clearance from the appropriate agency.
 - e. Tennessee law may require the COMMUNITY-BASED ORGANIZATION to require the UNIVERSITY student to submit results of a Tuberculosis (TB) Test. It is the COMMUNITY-BASED ORGANIZATION's responsibility to: 1) determine whether such TB testing is required; 2) notify the UNIVERSITY in writing of this requirement in advance of the student's engagement at the worksite and; 3) obtain results directly from the UNIVERSITY student.
 - f. The COMMUNITY-BASED ORGANIZATION representative will notify the appropriate UNIVERSITY staff or faculty member in writing, within 24 hours of any health and safety hazards and/or incidents of accident or violence that occur at the COMMUNITY-BASED ORGANIZATION worksite during the contract period.

- g. Confirm through the UNIVERSITY that all students are adults. Some UNIVERSITY students may be minors and therefore not eligible to work with a COMMUNITY-BASED ORGANIZATION that may require adults.
 - h. Provide a descriptive statement that serves as a representative sample of the type of risk that may be encountered as a result of participation in community engagement activity with the COMMUNITY-BASED ORGANIZATION, including but not limited to: risks associated with travel to and from the site (including parking a vehicle in the area and walking from nearby public transportation), risks related to the site location (immediate and surrounding area), physical and emotional risks connected to working with the COMMUNITY-BASED ORGANIZATION's client/guest population, physical and emotional risks connected to engaging in a specific program activity, and any other potential risks to person or property. This risk statement will be used by Belmont to disclose to its students the type of risks that they might encounter when participating in activities with the COMMUNITY-BASED ORGANIZATION. A copy of this statement is attached to this Agreement as "Exhibit A" and is incorporated herein by this reference.
2. UNIVERSITY will inform the student that the student must abide by COMMUNITY-BASED ORGANIZATION rules and regulations while on site and while working with COMMUNITY-BASED ORGANIZATION clients and staff and that the student's actions with clients must be safe, positive, productive and ethical.

III. STRUCTURE AND SUPPORT OF STUDENT LEARNING AT THE COMMUNITY-BASED ORGANIZATION

A. COMMUNITY-BASED ORGANIZATION

1. Site Supervision – The COMMUNITY-BASED ORGANIZATION will provide a supervisor to be responsible for the safety and supervision of the student while on site. The Supervisor shall be an employee of the COMMUNITY-BASED ORGANIZATION and will meet with the student as needed to facilitate the learning experience and professional development for the student, to provide support and to review progress on assignments and activities. All COMMUNITY-BASED ORGANIZATION program staff will support the student as they interact with him/her and provide guidance and advice as necessary and appropriate. A secondary supervisor will be responsible for the student in the absence of primary supervision and must also be an employee of the COMMUNITY-BASED ORGANIZATION. The COMMUNITY-BASED ORGANIZATION will ensure that its personnel, in particular any providing supervision to UNIVERSITY students, have successfully undergone background checks and are otherwise known to COMMUNITY-BASED ORGANIZATION to have an unblemished record of employment before assigning such employee to work with and/or supervise the UNIVERSITY student.
 - a. The COMMUNITY-BASED ORGANIZATION supervisor will communicate at least twice per academic term with the UNIVERSITY staff or faculty member who has assigned or monitors the community-based learning experience.
 - b. The COMMUNITY-BASED ORGANIZATION and/or his or her designee shall meet with the appropriate UNIVERSITY program coordinator or faculty member in order to facilitate the most mutually beneficial experience for all parties involved, or at the request of any of the parties involved.
2. Training and Orientation – The COMMUNITY-BASED ORGANIZATION supervisor will provide specific training needed by the student prior to his/her working with clients or providing service.
3. Work Space – The student will have an appropriate space at the COMMUNITY-BASED ORGANIZATION site in which to conduct his/her assigned work. COMMUNITY-BASED ORGANIZATION will provide access and training for any and all equipment necessary for student to fulfill his/her service role.

4. Student Records – The COMMUNITY-BASED ORGANIZATION will comply with the Family Educational Rights and Privacy Act by keeping confidential all records concerning students' community based learning experience.

B. UNIVERSITY

1. The UNIVERSITY will assign or recommend the COMMUNITY-BASED ORGANIZATION to the student through the UNIVERSITY departments, centers, institutes and other UNIVERSITY-sponsored programs.
2. Orientation and Reflection – When the student will engage in community-based learning at the COMMUNITY-BASED ORGANIZATION as part of a course or co-curricular program, staff of the appropriate UNIVERSITY academic department or program and/or faculty will provide orientation for the student regarding responsibilities in Section II and will provide opportunities for student to reflect upon his/her experience engaging with the COMMUNITY-BASED ORGANIZATION.
3. Supervision and Accountability –The appropriate UNIVERSITY staff and/or faculty will work closely with the student and COMMUNITY-BASED ORGANIZATION to meet the expectations and priorities of the COMMUNITY-BASED ORGANIZATION.

IV. LENGTH OF AGREEMENT TERM

- A. Initial Term – UNIVERSITY and COMMUNITY-BASED ORGANIZATION have reached this initial Agreement for a two year period beginning with the date of execution of the Agreement by the UNIVERSITY.
 1. This Agreement shall become effective upon execution and may be terminated, with or without cause, by either party after giving the other party thirty (30) days advance written notice of the intention to terminate.
 2. Either party may immediately terminate this Agreement upon material breach of the Agreement by the other party.
- B. The attached General Provisions is incorporated by reference and made a part of this Agreement. This document reflects the understanding of the relationships.

V. GENERAL PROVISIONS

Indemnification

The COMMUNITY-BASED ORGANIZATION shall be responsible for damages caused by the negligence of its directors, agents, employees, and duly authorized volunteers occurring in the performance of this Agreement. Belmont UNIVERSITY shall be responsible for damages caused by the negligence of its directors, officers, employees, and duly authorized volunteers occurring in the performance of this Agreement. It is the intention of the COMMUNITY-BASED ORGANIZATION and Belmont UNIVERSITY that the provision of this paragraph be interpreted to impose on each party responsibility for the negligence of their respective directors, officers, employees, and duly authorized volunteers.

Insurance

The COMMUNITY-BASED ORGANIZATION shall procure and maintain general liability insurance, comprehensive or commercial form with \$1,000,000 minimum limit for each occurrence and minimum limit of \$3,000,000

general aggregate. COMMUNITY-BASED ORGANIZATION shall furnish to UNIVERSITY an original certificate showing coverage required by this clause. All certificates and endorsements are to be received and approved by UNIVERSITY within thirty (30) days from commencement of this Agreement. If insurance is annually renewed, a certificate of insurance shall be provide to UNIVERSITY within thirty (30) days the anniversary date of this Agreement. However, failure to provide a certificate shall not operate as a waiver of these insurance requirements. UNIVERSITY reserves the right to require, upon written request, complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this section at any time.

Nondiscrimination

The parties will not illegally discriminate on the basis of race, color, national origin, religion, sex, age, disability or military service in the programs and activities described by this Agreement.

Status of Student

Students shall at no time throughout the term of this Agreement be considered officers, employees, volunteers or agents of the UNIVERSITY. Students, when engaged in activities of the COMMUNITY-BASED ORGANIZATION, shall be considered volunteers of the COMMUNITY-BASED ORGANIZATION. The COMMUNITY-BASED ORGANIZATION will assume responsibility for compliance with all applicable federal, state and local laws regarding wages and income withholding. The COMMUNITY-BASED ORGANIZATION will satisfy any liabilities created by the failure to maintain the nonemployee status of a student. Notwithstanding the foregoing statement, the relationship of any UNIVERSITY student engaged in activities with the COMMUNITY-BASED ORGANIZATION through a federal work study program, shall be governed by the terms of the work study program as described in the applicable work study agreement between the COMMUNITY-BASED ORGANIZATION and the UNIVERSITY related to the student and shall not be governed by the terms of this Agreement.

Relationship of the Parties

The relationship of the parties to each other is solely that of independent contractors. No party shall be considered an employee, agent, partner or fiduciary of the other except for such purposes as may be specifically described in this Agreement. Nor shall anything contained in this Agreement be construed to create any partnership or joint venture between the parties. However, if the COMMUNITY-BASED ORGANIZATION pays the student a salary, then an employer/employee relationship is established between those two parties.

Non-Exclusivity

The parties understand and agree that this Agreement in no way restricts either party from entering into similar agreements with other public or private agencies, groups, individuals or organizations.

No Third Party Contract Beneficiaries

This Agreement is not intended to give rise to any right of any third party, including but not limited to students, clients or members of the community that may be the recipients of the charitable services provided by the parties. As such, no third party may exert any right or benefit arising from or related to the Agreement, and only the UNIVERSITY and the COMMUNITY-BASED ORGANIZATION may claim a right arising out of this Agreement.

Governing Law

This Agreement shall be governed by the laws of the State of Tennessee, with venue to be had in either the trial court of Davidson County or, if the COMMUNITY-BASED ORGANIZATION is also located in Tennessee, in either the trial court of Davidson County or the trial court of the Tennessee county in which the COMMUNITY-BASED ORGANIZATION is located. Any claims made in Federal Court shall be made in the United States District Court, Middle Tennessee.

Assignments

Without written consent of the UNIVERSITY, this Agreement is not assignable by the COMMUNITY-BASED ORGANIZATION either in whole or in part.

Agreement Alterations and Integration

No alteration or variation of the terms of the Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

Endorsement

Nothing contained in this Agreement shall be construed as conferring on any party hereto any right to use the other party’s name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other party. Furthermore, nothing in this Agreement shall be construed as endorsement of any commercial product or service by the UNIVERSITY, its officers or employees. On a case by case basis, use of either party’s name may be approved if such approval is provided in writing prior to use.

Survival

Upon termination of this contract for any reason, the terms, provisions, representations and warranties contained in this Agreement shall survive expiration or earlier termination of this Agreement.

Severability

If any provision of this Agreement is held invalid by any law, rule, order of regulation of any government, or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision not held to be invalid.

Entire Agreement

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior agreements, arrangements, and understandings with respect thereto. No representatives, promise, inducement, or statement of intention has been made by any party hereto that is not embodied herein, and no party shall be bound by or liable for any alleged representation, promise, inducement, or statement not set forth herein. The parties agree that this Agreement contemplates the further agreement by the parties as may be reflected in a co-curricular partnership plan or, in the case of a course based partnership, a “Course Agreement for Faculty/Student and Community Partner” form, which may be used to describe more particularly the specific components of a particular course experience. In such cases where the form is used, the form shall become a part of this Agreement as it relates to the particular course experience and its terms shall be incorporated herein by this reference.

COMMUNITY-BASED ORGANIZATION

BELMONT UNIVERSITY

Authorized Signatory

Authorized Signatory

Print Name:

Print Name:

Title:

Title:

Date:

Date:

Exhibit A

[CBO to provide appropriate description of activities and specific risks that might be encountered by individuals engaged in the activities, per paragraph II.B.1.h of the MOU.]

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