

Example Memorandum of Agreement and Risk Management Templates

Assumptions for the suggested documents:

1. These documents are for placements involving students engaged in responsible, fairly independent experiences, i.e. the more advanced Bonners and Cert students (all over age 17) in internships and capstones. They're not designed for generic Community Service Learning (CSL) classes and limited-commitment activities (though we might recommend that CSL instructors and agency partners use the second for their own risk management discussions).

2. We need 2 documents for 2 different purposes. First, the MOA: a variation on the official, generic Affiliation Agreement. This lays out institutional legal responsibilities as much as possible; intended for CCEL/UAA and agency administrators and their lawyers. And second, a risk management planning guide (discussion points) for the individuals immediately involved, i.e. student, faculty instructor/Heather, and agency supervisor. Acknowledging the Affiliation's "bottom lines," this document & discussion assists with brainstorming possible risks and planning strategies to avoid or deal with them in a way that is specific to *this* experience. Intended to provoke thought rather than rules.

3. A 3rd document is not addressed here but is recommended, a Service-Learning Agreement. This is where the goals, expectations, tasks, etc of the project are described. Many of the points about the overall experience, rather than risk to people, would be addressed here.

MEMORANDUM OF AGREEMENT

between

University of Alaska Anchorage
Center for Community Engagement & Learning
3211 Providence Drive
Anchorage, Alaska 99508
Nancy Andes, Director
“CCEL”

And (organization’s name, program, address, authorized representative’s name and title)

“Partner Agency”

The University of Alaska Anchorage through the CCEL is committed to fostering students’ community service and civic engagement. Towards this end, the collaborating Partner Agency hereby agrees to permit the CCEL to place students participating in its Bonner Leaders Program and/or enrolled in its Certificate for Civic Engagement in its facility for a supervised, service-learning experience subject to the following provisions:

A. CCEL’S RESPONSIBILITIES

1. CCEL will act in conformity with all applicable state and federal laws and regulations.
2. CCEL will explain to the Partner Agency the purpose of the Bonner Leaders Program and/or the Certificate in Civic Engagement, the educational level of and types of performance expected from the students, and will, where possible, adapt the program and specific courses to the procedures used by the Partner Agency.
3. CCEL will select and place students for a service-learning experience and will provide relevant student and course/program information to the Partner Agency at least two weeks prior to each placement.
4. CCEL will provide a qualified instructor or staff member to review each student’s progress toward accomplishing course/program objectives and will solicit the assistance of the Partner Agency in evaluating each student’s progress.

5. CCEL will require participating students to abide by the rules of dress and conduct and other reasonable regulations of the Partner Agency and to exercise the highest degree of care when interacting with Partner Agency's clients and when using Partner Agency's supplies and equipment.
6. Upon Partner Agency request, CCEL will assist students in demonstrating prior experience, professional liability insurance, immunizations, and/or background check information.
7. CCEL will require that for each placement, the instructor/program staff member and the student will meet with the designated Partner Agency supervisor to discuss specific risks and management strategies before the student begins working.
8. CCEL will encourage students to carry Accident Insurance and/or personal medical insurance for the duration of the placement. For experiences involving student travel to rural or international locations, accident insurance will be required.

B. PARTNER AGENCY'S RESPONSIBILITIES

1. Partner Agency will accept up to ____ (number) student(s) for concurrent placement in its program(s). A student's service-learning work schedule will be established between the individual student and Partner Agency supervisor in consultation with the CCEL instructor/staff member.
2. Partner Agency will allow the CCEL instructor/staff member a period of orientation in its facility prior to the placement of students, and will include the instructor/staff member in those meetings of the Partner Agency's staff which pertain to the student's service-learning experience.
3. For each placement, Partner Agency will designate a member of its staff to supervise the student, providing the necessary release time; and it will require that the supervisor meet with the CCEL instructor/program staff member and the student to discuss specific risks and management strategies before the student begins working.
4. Partner Agency will permit participating CCEL students, instructors, and staff members reasonable use of the dressing areas, restrooms, and dining or cafeteria areas of its facility.
5. Upon reasonable and proper notice, Partner Agency will allow legitimate educational accrediting bodies to examine the facility in conjunction with their review of CCEL's program.
6. Partner Agency will prohibit students from transporting clients in Agency or personal vehicles except when Partner Agency is willing to accept any and all responsibility for claims arising from untoward incidents.

7. Unless Partner Agency elects in writing to make a student a full-fledged employee and pay the student at least the minimum wages required by law, the student is not considered an employee of Partner Agency, and partner Agency agrees:
 - a. To not promise any student a job prior to the completion of the service-learning experience.
 - b. To not pay wages or other compensation for work done during the service-learning experience.
 - c. To not displace any employee as a result of the placement of a student at the worksite.
 - d. To maintain adequate staff so that students are not expected, except in emergency situations, to meet partner Agency's service demands.

C. GENERAL PROVISIONS

1. There will be no monetary reimbursement from either party to the other for the mutual benefits received under this agreement, nor will any student be reimbursed for services performed incidental to this agreement.
2. Each party agrees to indemnify and hold harmless the other party for any claims or judgments arising from the alleged negligence or wrongful acts of the party or any of its agents or employees, and to defend such claims at its own expense.
3. This agreement shall become effective on the date it is signed and shall remain in effect indefinitely. This agreement may be terminated by either party by providing written notice to the other party, and it may be revised with the written concurrence of both parties.

The parties, by and through their duly authorized representatives, indicate their willingness to be bound by the foregoing provisions by signing below:

(organization name)

University of Alaska Anchorage
CCEL

(representative's signature)

Nancy Andes, CCEL Director

(representative's printed name, title)

(date)

(date)

Risk Management and Community Service Learning

Questions & Discussion Points

A Memorandum of Agreement has already been established between the **University of Alaska Anchorage's Center for Community Engagement & Learning (CCEL)** and

_____ (Partner Agency). The MOA addresses the legal responsibilities of both parties when CCEL students are placed at Partner Agency for Community Service Learning activities. The following questions, and the discussion they are intended to provoke, should make the MOA much livelier and more meaningful to the specific service learning experience. The goal is not to create more paperwork or procedural hassle, but rather to increase awareness of risks and opportunities, and thus to enhance the experience for everyone.

Three individuals should collectively consider the questions: the student, the CCEL instructor/staff member, and the Partner Agency's designated student supervisor. Others may be invited to participate in the discussion as agreed by those three individuals. While each participant is encouraged to take notes, the CCEL requires only that this form be signed, indicating that the discussion has indeed taken place.

Risk is defined as any threat to the student's and group's ability to accomplish the goals of the service learning experience. Risk of harm – injury or discomfort – to project participants is of most concern.

For each of the possible risks identified through the questions below, the group is encouraged to consider this evaluative rubric:

High frequency
Low cost

High frequency
High cost

Low frequency
Low cost

Low frequency
High cost

Items that fall into the upper-right quadrant are likely to require the most planning.

I have discussed these points with the other individuals directly involved in the service learning experience.

_____ (student)

_____ (CCEL instructor/staff member)

_____ (Partner Agency supervisor).

_____ (other discussion participant)

_____ (date of discussion)

Discussion points to help identify and assess risk of injury or discomfort:

Project Objectives

- why is the project important
- who will benefit
- is the project important to the mission of the organization

Project activities

- what will be done
- how will it be done
- what could go wrong
- can the risks be minimized
- are the risks acceptable

Project workers

- who will staff the project with the student
- what are their qualifications
- will anyone face risks of injury or discomfort
- will anyone work with vulnerable individuals
- will those individuals face risk of injury or discomfort
- is there sufficient staffing to achieve the project objectives

Project location

- where will the project take place
- where is the closest hospital or emergency care facility
- do cell phones work in the area; how are emergency communications accessed if necessary
- are there risks associated with the project location
- how will risks be controlled

Project schedule

- when will the project be conducted
- is there sufficient time to plan to conduct the project safely; should changes be made to the project design
- are climactic conditions a factor in the success of the project
- what contingency plans should be made based on climactic conditions

Project participants

- will the project involved the general public
- what risks will participants or the general public face
- how will these risks be controlled

Financial risks

- does the university or the partner agency have insurance for the insurable risks associated with the project
- is additional insurance necessary
- if insurance is not an option, how will financial risks be covered