

## Collaboration Agreement

This Collaboration Agreement ("Agreement") is made by and between DePaul University, through the Irwin W. Steans Center, which includes the Egan Office for Urban and Community Partnerships, ("DePaul") and \_\_\_\_\_ ("Community Partner"). The purpose of this Agreement is to allow DePaul students to participate in various activities on-site at Community Partner ("Activities").

1. **Term.** The Term of this Agreement will be five (5) years commencing on the date of last signature unless it is (i) mutually extended by written agreement of the parties or (ii) sooner terminated as provided herein. The parties explicitly understand that DePaul does not guarantee that DePaul students will be placed at Community Partner for any particular Activities during the Term, and that all placements will be in accordance with the details below.
  - o **Organization Status.** Community Partner must meet one of the following criteria; 501(C)(3), 501(C)(4), 501(C)(5), 501(C)(6) and 501(C)(7) status. Community Partner's status must be active with a certificate of good standing. Examples of these include religious, educational, charitable, scientific, and literary groups and organizations; programs for children and the aging; social welfare organizations; social and recreational clubs. Proprietary health-care agencies and organizations such as nursing homes and hospice care facilities. Government entities such as schools or social service organizations.
2. **Service Learning.** One of the Activities contemplated by this Agreement is service learning within the context of an academic course at DePaul ("Service Learning"). The parties' rights and responsibilities with respect to Service Learning are detailed in Exhibit A, which is incorporated herein.
3. **Internships.** One of the Activities contemplated by this Agreement is internship placements at Community Partner ("Internships"). The parties' rights and responsibilities with respect to Internships are detailed in Exhibit B, which is incorporated herein.
4. **Projects.** One of the Activities contemplated by this Agreement is individual community-based projects, including research projects, conducted by DePaul students, under the supervision of DePaul faculty and staff, and in collaboration with Community Partner ("Projects"). The parties' rights and responsibilities with respect to Internships are detailed in Exhibit C, which is incorporated herein.
5. **No Political Campaign Activities.** DePaul University, or anyone acting on behalf of the University (including students), may not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of (or in opposition to) any candidate for public office, whether such office be federal, state, or local. This is an absolute prohibition. Community Partner agrees that it will not assign student(s) to any such projects, activities, or tasks involving political campaign activities. If Community Partner is unsure whether an activity qualifies as a prohibited political activity, it will consult with DePaul before allowing any DePaul student to participate in the activity.

- **Site Visit.** Community Partner agrees to a mandatory site visit and orientation, which is to be completed before a student's service begins, if located in the Chicago Metro area.
- 6. **Dedicated Partners.** Community Partner must have staff and/or volunteers who can work with students to accomplish their goals. Additionally, Community Partner will be required to designate a supervisor(s) who will assign and monitor appropriate service tasks.
- 7. **Minors.** If the participants in one or more of the Activities are minors (youth under age eighteen (18)), Community Partner agrees to comply with DePaul's Protection of Minor Children Policy with respect to that Activity, as detailed in Exhibit D, which is incorporated herein.
- 8. **Relationship of the Parties.** Neither Community Partner nor DePaul is, nor shall be considered to be, an agent, partner, joint venturer, or employee of the other. Neither party shall have the authority to enter into any contract or agreement to bind the other party and shall not represent to anyone that it has such authority.
- 9. **Legal & Policy Compliance.** Community Partner represents and warrants it will comply with all applicable federal, state, and local laws, rules, regulations, codes, ordinances and orders when performing Activities under this Agreement, including but not limited to, the Fair Labor Standards Act; the Illinois Wage Payment and Collection Act and Minimum Wage Law; the Illinois Firearm Concealed Carry Act; federal, state, and local anti-discrimination statutes and regulations; and all laws related to student privacy and confidentiality, including FERPA. Community Partner will make reasonable accommodations to assure accessibility for students with disabilities.
- 10. **Termination.** Either party may terminate this Agreement for any reason by giving sixty (60) days written notice to the other party. Under no circumstances will termination of this Agreement by Community Partner affect Community Partner's obligations with respect to students who have already begun Activities.
- 11. **Indemnification.** To the fullest extent permitted by law, Community Partner shall, during and after the term of this Agreement, indemnify, defend, and hold harmless DePaul and its trustees, directors, officers, faculty, employees, affiliates, and agents, past or present, in their individual and official capacities, against all losses, claims, demands, actions, causes of action, suits, liabilities, damages, expenses, fees and costs (including but not limited to reasonable fees and costs for attorneys, witnesses, professionals, alternative dispute resolution and courts) arising out of or relating to any actual or alleged: (i) personal injury or property damage arising out of or related to the performance of this Agreement; (ii) misrepresentation, breach of warranty, or breach of covenant or other promise by Community Partner of any representation, warranty, covenant or other promise in this Agreement; and (iii) infringement by Community Partner of any third party's patent, trademark or copyright, or misappropriation of any third party's trade secret. Community Partner shall choose and employ counsel reasonably acceptable to DePaul, and DePaul shall have the right to participate in the defense of any action or legal representation to which this indemnification provision applies. Community Partner shall not compromise or settle any claim covered by this indemnification provision without DePaul's consent. This Section shall survive expiration and termination of this Agreement.
- 12. **Insurance.** Each party shall maintain during the term of this Agreement commercial general liability insurance with a limit of not less than \$1,000,000 per occurrence or claim and

\$3,000,000 in the aggregate. Such insurance shall be issued by insurance companies licensed to do business in the State of Illinois and with a minimum A.M. Best rating of A-, VIII. Each party will provide proof of coverage to the other upon request.

13. **Notice.** Unless otherwise expressly provided herein, any notice or other communication required or given under this Agreement shall be in writing and shall be effective for any purpose if served, with delivery or postage costs prepaid, by nationally recognized commercial overnight delivery service, by registered or certified mail, return receipt requested, or by confirmed facsimile transmission to the following addresses:

To DePaul:

DePaul University  
Irwin W. Steans Center  
2233 N. Kenmore Avenue  
Chicago, IL 60614  
Attn: Howard Rosing  
773-325-7457  
773-325-7459 Fax

To Community Partner:

Name:  
Address:  
City/State:  
Contact:  
Main Phone:  
Fax

With a copy to:

DePaul University  
Office of the General Counsel  
1 East Jackson Boulevard  
Chicago, Illinois 60604  
Attn: Jose Padilla  
Vice President and General Counsel  
312-362-8865  
312-476-3242 Fax

14. **Miscellaneous.** This Agreement shall be governed in all respects by the substantive laws of the State of Illinois, and any state or federal court within Cook County, Illinois shall have jurisdiction of any action or proceeding relating to or arising under or in connection with this Agreement. This Agreement embodies the entire understanding between and among the parties, and may not be amended or changed in any way except by written instrument signed by both parties. If any portion of this Agreement is held to be illegal, invalid or unenforceable, it is the express intention of the parties that the remainder of this Agreement shall not be affected thereby. This Agreement may not be assigned without the written consent of the non-assigning party. No failure or delay by either party in exercising any right, power or remedy will operate as a waiver of such right, power or remedy, and no waiver will be effective unless it is in writing and signed by the party to be charged thereby. This Agreement may be executed by the parties manually or by facsimile/PDF and in one or more counterparts, each of which will be deemed to be an original, and all of which, when taken together, shall constitute one and the same instrument. Any copy of this Agreement bearing a signature of a party to this Agreement and sent by facsimile/PDF to any other party or parties shall be deemed a manually executed original and is sufficient to bind such signing party.

By signing below, the signatories hereby execute this Agreement and warrant that they are authorized to do.

<p>FOR DEPAUL:</p> <p>By: _____</p> <p>Its: _____</p> <p>Date: _____</p>	<p>FOR COMMUNITY PARTNER</p> <p>By: _____</p> <p>Its: _____</p> <p>Date: _____</p>
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## **Exhibit A Service Learning**

This Exhibit A details the rights and responsibilities of DePaul and Community Partner with respect to Service Learning.

### **I. Responsibilities of Community Partner With Respect to Service Learning**

1. Community Partner will provide DePaul students with a student-focused experience that also meets the needs of Community Partner.
2. Community Partner will meet with DePaul as necessary, or at the request of DePaul, to facilitate a mutually beneficial experience for all involved. For example, DePaul may request that Community Partner participate in regular meetings with DePaul.
3. Community Partner will have an organizational presence during the process of matching students and community partners, typically at a class meeting in the first week of an academic quarter.
4. Prior to the start of each Service Learning experience, Community Partner will develop an outline and plan of action for the Service Learning in conjunction with DePaul and provide students with a written description of the student's tasks and responsibilities.
5. To the extent applicable, prior to the start of each Service Learning experience, Community Partner will provide all participating students with an appropriate orientation. As needed, this orientation could include a site tour, an introduction to staff, a description of the characteristics of and risks associated with Community Partner's operations, services and/or clients; a discussion concerning safety policies and emergency procedures, and information detailing where students check-in and, if appropriate, how they log their time.
6. Prior to the start of each Service Learning experience, Community Partner will provide all participating students with any specific training needed as well as sufficient training, equipment, materials and work area to perform the Service Learning.
7. Prior to the start of each Service Learning experience, Community Partner will inform students who will be responsible for their supervision and safety while on site. If appropriate, the supervisor will meet with the students through regular weekly check-in meetings to facilitate the students' learning experience and professional development, provide support, and review progress. The supervisor will generally remain accessible to and communicate as necessary with DePaul staff, service-learning coordinators, and faculty through regular correspondence.
8. If applicable, prior to the start of each Service Learning experience, Community Partner will inform DePaul and students of the need for any clearance materials (e.g.—a volunteer application, background check, fingerprinting and/or a tuberculosis test); obtain any such materials, report any adverse actions taken in accordance with such materials to DePaul, and otherwise maintain the confidentiality of any results as required by federal and state law.
9. Community Partner will provide adequate opportunities for participating students to fulfill the established learning objectives.

10. If requested by DePaul or a student, Community Partner will evaluate the student or the service-learning process.
11. Community Partner will provide a structured and safe environment for DePaul students and, to the extent applicable, provide adequate supervision at all times while students are participating in the Service Learning experience. If at any time Community Partner has any concerns about the Service Learning or student performance/behavior, Community Partner will discuss those issues with DePaul immediately.
12. Community Partner will contact DePaul if a student fails to perform assigned tasks or engages in misconduct. While a Community Partner may request that a student be removed from the Service Learning if the student's conduct or work violates the policies and procedures of DePaul or Community Partner, it is expected that, prior to finalizing any such removal, Community Partner will promptly contact DePaul to try and resolve the matter.
13. Community Partner will notify DePaul as soon as is reasonably possible of any injury or illness to students participating in the Service Learning.
14. With the exception of course(s) and students who engaging in a particular Service Learning experience over multiple academic quarters, Community Partner will design the Service Learning experience so that it can readily be completed within a single academic quarter.

## **II. Responsibilities of DePaul With Respect to Service Learning**

1. DePaul will work closely with Community Partner to meet the expectations and priorities of Community Partner as well as the student academic outcomes. This could include, for example, meeting with Community Partner as necessary, or at the request of Community Partner, or participating in site visits.
2. If students are required to participate in a Service Learning experience for a predetermined number of hours, DePaul will provide a Student Service Learning Coordinator to serve as a liaison between DePaul and Community Partner during the Service Learning Experience.
3. Prior to the start of each Service Learning experience, DePaul will provide an orientation for participating students that addresses (i) the importance of service-learning, Community Partner, and the Service Learning experience in which the students will be engaging; (ii) the responsibilities and rights ensured to service learning students, and; (iii) community conduct and safety tips. A list of the current student rights and responsibilities is available upon request.
4. DePaul will provide participating students with opportunities for group and individual reflection regarding Community Partner and their Service Learning at Community Partner, and, as appropriate, encourage participating students to maintain their commitment to Community Partner.

## **Exhibit B Internships**

This Exhibit B details the rights and responsibilities of DePaul and Community Partner with respect to Internships.

### **I. Responsibilities of Community Partner With Respect to Internships**

1. Community Partner will provide a structured, safe work environment for Internships. Community Partner will provide access to the necessary personnel and available office space and supplies (access to a phone, etc.) in order for each intern to perform his/her work.
2. Community Partner will meet with DePaul as necessary, or at the request of DePaul, to facilitate a mutually beneficial experience for all involved. For example, DePaul may request that Community Partner participate in regular meetings with DePaul.
3. Community Partner will provide DePaul with information, at the request of DePaul, so that DePaul may further support the Internship and Community Partner. This information could include, for example, assessment information and key documents from Community Partner.
4. If applicable, prior to the start of each Internship experience, Community Partner will inform DePaul and students of the need for any clearance materials (e.g.—a volunteer application, background check, fingerprinting and/or a tuberculosis test); obtain any such materials, report any adverse actions taken in accordance with such materials to DePaul, and otherwise maintain the confidentiality of any results as required by federal and state law.
5. Interns will be expected to follow all of the applicable policies and procedures of Community Partner. To the extent applicable, prior to the start of each Internship, Community Partner will provide all interns with an appropriate orientation. As needed, this orientation could include a site tour; an introduction to staff; a description of the characteristics of and risks associated with Community Partner's operations, services and/or clients; a discussion concerning safety policies and emergency procedures; pertinent Community Partner employment and departmental policies and procedures including job performance expectations and requirements, documentation requirements, and any administrative protocols in use by Community Partner, including time reporting procedures; and, any other specific Community Partner requirements for students during the Internship.
6. Community Partner staff will supervise interns at all times during the Internship. These supervisors will provide interns with informal and formal feedback regarding job performance. If requested by DePaul or a student, Community Partner will evaluate the student or the Internship process for DePaul. Community Partner will promptly contact DePaul in the event issues or concerns arise in the performance of any student's Internship duties or conduct, or in the event that significant events occur within Community Partner which may have an impact on any student's ability to complete the Internship.
7. Community Partner is solely responsible for ensuring that interns accurately report all hours worked during the Internship and for confirming the accuracy of time reporting before submitting information on hours worked to DePaul. Community Partner will immediately inform DePaul if any intern disputes any time sheet or otherwise challenges the accuracy of any time reporting. Community Partner will ensure that interns do not work more than eight (8) hours in any one day or more than twenty (20) hours per week during any DePaul enrollment period. Community

Partner will ensure that any intern working during a non-enrollment period has obtained prior permission from DePaul to do so.

8. Community Partner has sole responsibility to counsel, discipline, review, evaluate, and terminate the position of interns while they are assigned to provide services to Community Partner. If, at any time or for any reason, Community Partner is dissatisfied with the intern's work performance or conduct, it may terminate the intern's position at the Community Partner. Prior to relieving the intern of his/her position, however, Community Partner will notify DePaul through electronic or verbal communication that the intern will be relieved of his/her position due to consistently poor work performance or conduct that violates Community Partner's employment guidelines and/or DePaul University's Code of Student Responsibility. An official letter of termination from Community Partner must be given to DePaul.
9. If DePaul informs Community Partner that DePaul has classified the Internship as Community Service Work Study:
  - (a) If Community Partner is not a governmental organization (including public schools), Community Partner will ensure that all Internship work will be in the public interest as defined by the U.S. Department of Education's guidelines for Community Service Work-Study. Work not considered in the public interest and for which work-study funds may not be used include, but are not limited to: work that primarily benefits the members of an organization that has membership limits, such as a credit union, a fraternal or religious order, or a cooperative; work involving any partisan or non-partisan political activity or associated with any faction in an election for public or party office; work as a political aide for any elected official; or work that includes lobbying on the federal, state, or local level. If Community Partner has any question about whether the Internships meets this definition, Community Partner will consult with DePaul.
  - (b) Community Partner will ensure that no Internship activities interfere with a student's scheduled class time.

## **II. Responsibilities of DePaul With Respect to Internships**

1. DePaul will recruit for and select students for placement at Community Partner in an Internship and will inform Community Partner each academic quarter as to whether any such students have been selected, and if so, the number and names of such students.
2. DePaul will support the interns at Community Partner by establishing and maintaining regular contact with each intern to ensure fulfillment of his/her responsibilities and establishing and maintaining regular communication with each Intern's supervisor at Community Partner. At the discretion of DePaul, DePaul may effectuate this support through a designated site coordinator from DePaul or through site visits. In all circumstances, Community Partner will cooperate with DePaul in order to facilitate DePaul's support for its students.
3. DePaul will hire interns placed at Community Partner for an Internship as hourly student employees for their participation in the Internship. DePaul will be responsible for all matters related to the reporting and payment of applicable federal, state, and local payroll taxes and other applicable employee withholdings or deductions from the salary to the extent required by law or agreement, such as social security, workers' compensation insurance, unemployment insurance, and fringe benefits. Once informed of an intern's work hours by Community Partner, DePaul will be responsible for submitting these hours into DePaul's electronic time submission system.

4. If DePaul informs Community Partner that DePaul has classified the Internship as Community Service Work Study, DePaul will provide information to the Community Partner about the Community Service Work Study requirements.

## **Exhibit C Projects**

This Exhibit C details the rights and responsibilities of DePaul and Community Partner with respect to Projects. For each Project, the parties will develop an agreed-upon written plan of action for the Project, including deliverables and timeline. Unless otherwise agreed-upon, the Project will be designed so that it can readily be completed within a single academic quarter. Community Partner understands that the Project is provided in the context of a student educational experience. As such, DePaul makes no warranty or guarantee of any kind in connection with the Project. All projects will be delivered as-is.

### **I. Responsibilities of Community Partner With Respect to Projects**

1. Community Partner will provide DePaul students with a student-focused learning experience that also meets the needs of Community Partner.
2. Community Partner will meet with DePaul as necessary, or at the request of DePaul, to facilitate a mutually beneficial experience for all involved.
3. To the extent applicable, prior to the start of each Project, Community Partner will provide all participating students with an appropriate orientation. As needed, this orientation could include a site tour, an introduction to staff, a description of the characteristics of and risks associated with Community Partner's operations, services and/or clients; a discussion concerning safety policies and emergency procedures, and information detailing where students check-in and, if appropriate, how they log their time.
4. Prior to the start of each Project, Community Partner will provide all participating students with any specific training needed as well as sufficient training, equipment, materials and work area to perform the Project.
5. If applicable, prior to the start of each Project, Community Partner will inform students who will be responsible for their supervision and safety while on site. If appropriate, the supervisor will meet with the students as needed to facilitate the Project, provide support, and review progress. As needed, the Community Partner supervisor will generally remain accessible to and communicate as necessary with DePaul staff and faculty through regular correspondence.
6. If applicable, prior to the start of each Project, Community Partner will inform DePaul and students of the need for any clearance materials (e.g.—a volunteer application, background check, fingerprinting and/or a tuberculosis test); obtain any such materials, report any adverse actions taken in accordance with such materials to DePaul, and otherwise maintain the confidentiality of any results as required by federal and state law.
7. If requested by DePaul or a student, Community Partner will participate in evaluation processes.
8. Community Partner will provide a structured and safe environment for DePaul students and, to the extent applicable, provide adequate supervision at all times while students are participating in the Project. If at any time Community Partner has any concerns about the Project or student performance/behavior, Community Partner will discuss those issues with DePaul immediately.
9. Community Partner will contact DePaul if a student fails to perform assigned tasks or engages in misconduct. While a Community Partner may request that a student be removed from the Project if the student's conduct or work violates the policies and procedures of DePaul or Community Partner, it

is expected that, prior to finalizing any such removal, Community Partner will promptly contact DePaul to try and resolve the matter.

10. Community Partner will notify DePaul as soon as is reasonably possible of any injury or illness to students participating in the Project.

## **II. Responsibilities of DePaul With Respect to Projects**

1. Except as otherwise described above, DePaul will have primary responsibility for supervising students with respect to the Project.
2. DePaul will work closely with Community Partner to meet the expectations and priorities of Community Partner as well as the student academic outcomes. This could include, for example, meeting with Community Partner as necessary, or at the request of Community Partner, or participating in site visits.
3. Prior to the start of each Project, DePaul will provide an orientation for participating students that addresses (i) the responsibilities and rights ensured to students, and; (ii) community conduct and safety tips. A list of the current student rights and responsibilities is available upon request.

**Exhibit D**  
**Compliance with DePaul’s Protection of Minor Children Policy**

This Exhibit D details the responsibilities of the Community Partner with respect to Activities involving minors (youth under age eighteen (18)). The Community Partner hereby agrees as follows:

1. Unless the Community Partner and DePaul decide otherwise, the Community Partner warrants that it will be solely responsible for the supervision of minors participating in the Activity and shall have adequate adult supervision at all times, considering the following recommendation:

Age 8 and under	1 adult for every 8 minors
Age 9-13	1 adult for every 10 minors
Age 14-17	1 adult for every 12 minors

2. Unless the Community Partner and DePaul decide otherwise, the Community Partner shall, at DePaul’s request, provide DePaul thirty (30) days prior to the commencement of an Activity involving minors, (1) the names and birthdates or ages of all minors participating in the Activity; and (2) the names of all adults from the Community Partner who are interacting with minors as part of the Activity.
3. The Community Partner shall conduct, or have conducted within the last four (4) years, criminal background checks, including a sex offender registry check, on adults from the Community Partner who have primary responsibility for the Activity involving minors and supervisory (day-to-day) responsibility for the Activity.
4. Unless the Community Partner and DePaul decide otherwise, the Community Partner shall obtain and, at DePaul’s request, provide DePaul thirty (30) days prior to the commencement of the Activity involving minors, a release signed by a parent or guardian of each minor releasing DePaul from all liability associated with the Activity. Unless the Community Partner and DePaul decide otherwise, the Community Partner shall use the template waiver and release provided to it by DePaul for this purpose.
5. Unless the Community Partner and DePaul decide otherwise, the Community Partner shall require all adults from the Community Partner who are interacting with minors as part of the Activity to abide by [DePaul's Code of Conduct for Authorized Adults](#), or something substantially similar.
6. Prior to the commencement of the Activity involving minors, the Community Partner shall require all adults from the Community Partner who are interacting with minors as part of the Activity to complete training regarding recognizing and reporting child abuse, such as the Illinois Department of Children and Family Services Recognizing and Reporting Child Abuse Training for Mandated Reporters (Training), or something substantially similar.
7. Unless the Community Partner and DePaul decide otherwise, the Community Partner shall comply with the [Security and Emergency Procedures for Programs Involving Minors](#), or something substantially similar.