

KENNESAW STATE UNIVERSITY (KSU)

SERVICE-LEARNING AGREEMENT

- This Service-Learning Agreement (“SLA”) is entered into between the Board of Regents of the University System of Georgia by and on behalf of Kennesaw State University (“University”) and

_____ (“Community Partner”). The purpose of this SLA is to clarify the expectations and responsibilities of each party involved in this partnership, including, but not limited to faculty, students, and external parties. The SLA will be completed in three distinct sections:

- **Section A** - Lists contact information for University Faculty and the Community Partner.
- **Section B** - Provides an overview of the proposed project and responsibilities
- **Section C** - Terms and Conditions. This section should not be altered.

**SECTION A
CONTACT INFORMATION**

Faculty & Course Information

Faculty Name and Position: _____

Phone #: _____ **Email:** _____

Desired Method for Communication: Phone Text Email Other: _____

Course Name: _____

Course Number: _____ **Semester:** _____

Community Partner Information

Community Partner Name: _____

Address: _____

Contact Name & Position: _____

Contact Phone #: _____ **Contact Email:** _____

Desired Method for Communication: Phone Text Email Other: _____

Community Partner Website URL: _____

Dept. of Student Leadership and Service Information

Contact Name & Position: Thomas J. Yannuzzi, Ph.D., Executive Director

Contact Phone #: 470-578-4299 **Contact Email:** tyannuzz@kennesaw.edu

**SECTION B
STATEMENT OF WORK**

Part 1: Project Information

- I. **Briefly describe the nature of the service project,** *(include the community-identified needs that the project or placements will meet)*
- II. **Briefly describe the anticipated deliverables from student participants,** *(Please be as specific as possible to manage expectations between the Community Partner and the students. If there are any intellectual property or copyright issues related to the project’s deliverables, please include that here)*
- III. **Based on your syllabus, place an “X” below the course learning objective(s) that will be enhanced by the service-learning activity**

CLO 1	CLO 2	CLO 3	CLO 4	CLO 5	CLO 6
CLO 7	CLO 8	CLO 9	CLO 10	CLO 11	CLO 12

- IV. **Based on your course syllabus, what is the anticipated schedule for the community-based activity** *(The schedule could change depending on the process and decisions made by faculty member, students, or Community Partner).*

Week #	Community-Based Activity

- V. **Is the Community Partner required to supervise students during the community-based activities:**
 Yes No
- VI. **Briefly describe the Community Partner’s responsibilities in connection with the service-learning course**

Part 2: Student Information

- I. **What is the projected number of students desired for the project;** _____
- II. **How many hours per week will students be expected to participate in the community-based service activity:** _____
- III. **Will the hours spent on the community-based project take place (Circle one answer below)**
 During normal class hours Outside of normal class hours Both
- IV. **Is a background check required?** Yes No

If so, is the student responsible for paying for the background check? Yes No

If Yes, at what cost: _____

V. **Is a formal orientation required for students to serve?** Yes No

If yes, how long is the orientation (hours)? _____

Part 3: Budget

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- I. Provide a projected budget and list of products/materials required to conduct the community-based project. Indicate which portion(s) of the budget and products/materials, if any, will be the responsibility of students and/or the university, and which will be the responsibility of the Community Partner.**

SECTION C TERMS AND CONDITIONS

I. PERFORMANCE OF PROJECT

- 1. Project.** Students of the University, under the direction and supervision of the above-referenced faculty member(s), Community Partner, and the University's Department of Student Leadership and Service, will perform the services and/or provide the deliverables as specified in the Section B, Part 1 above.
- 2. Compensation.** The University and its students shall not be compensated by Community Partner for the Project outlined in this SLA. However, Community Partner will be responsible for the costs, expenses, and products/materials related to the project, except as outlined in Section B, Part 3 above.
- 3. Deliverable.** Unless otherwise noted, deliverable(s) shall be the property of the Community Partner, but may be used for subsequent teaching and learning activities by the University and in student portfolios. In addition, the University may publish and/or exhibit the project data and results.
- 4. Best Efforts, No Warranties or Guarantees.** The University will use its best efforts to perform the Project. University's students will participate in the Project on a voluntary basis for the purpose of fulfilling academic course requirements, and the University does not guarantee that the Project, or any portion of it, will be completed as described in this SLA. Project results are provided "as-is," and the University makes no representations or warranties, expressed or implied, in regard to the quality of the services, Project deliverables or the Project results. The University shall have no liability to Community Partner's related to the Community Partner's use, commercial sale, or distribution of Project results

II. FACILITY RESPONSIBILITIES:

- 1. Evaluation of Students.** The Community Partner shall upon request, assist in the evaluation of the learning and performance of participating students, provided the student(s) has signed a consent to exchange of educational information in accordance with the Family Educational Rights and Privacy Act of 1974, as amended. The Institution shall obtain all required consents from students to allow Community Partner to provide such evaluations to the University and the University will provide copies of such requests to Community Partner upon request.
- 2.** Unless otherwise specified in this SLA, any evaluation of students by the Community Partner shall relate

only to the students' participation in the Project contemplated by this SLA, and shall in no way be construed as a certification by the Community Partner as to the competence of any student or a representation by the Community Partner of any student's ability or competence in connection with the practical implementation of any knowledge gained through the service-learning course.

III. INSTITUTION RESPONSIBILITIES:

1. The University will retain ultimate responsibility for the education of its students.
2. Only those students who have satisfactorily completed the prerequisite courses of their curriculum will be selected for participation in a service-learning course as specified in the curriculum course descriptions.
3. Where applicable, the university will not assign any faculty member to a service-learning course who is not appropriately licensed or certified and will make evidence of the licensure or certification of all its assigned faculty available to the Community Partner upon request. It is agreed that all university faculty are employees of the university, unless otherwise agreed upon in writing.
4. The university will inform all its participating students of all requirements, as communicated by Community Partner, that need to be met prior to engaging in the service-learning activities, and use its best efforts to keep students informed as to the same and any changes therein. Specifically, the university will keep each participating student apprised of his or her responsibilities.
5. The university shall have the full responsibility for the conduct of any student disciplinary proceedings and shall conduct the same in accordance with all applicable statutes, rules, regulations, and case law.

IV. MUTUAL RESPONSIBILITIES:

1. The parties will work together to maintain an environment of quality learning experiences for the university's student(s). At the request of either party, a meeting or conference will be held between the university and Community Partner to resolve any problems or develop any improvements in the operation of the service-learning activities.
2. The university and the Community Partner acknowledge and agree that neither party shall be responsible for any loss, injury or other damage to the person or property of any student participating in the service-learning activity, unless such loss, injury or damage results from the negligence or willful conduct of the university or Community Partner.
3. Neither party is an agent, employee or servant of the other. The Board of Regents, University, and Community Partner acknowledge and agree that student participants in the service-learning activity are not employees of the Regents University, or the Community Partner by reason of such participation. Student participants shall in no way hold themselves out as employees of the Regents, University, or Community Partner.
4. **Confidentiality of Community Partner's Information and Student Records.** The University shall use Confidential information provided by the Community Partner only for the purposes of the Project. The University agrees to use the same degree of care as it uses to protect its own Confidential information. Confidential information must be provided in writing and labeled as confidential or identified as confidential at the time of disclosure (oral and/or visual). The University's obligations do not apply to Confidential information that is in the public domain, independently known, independently developed or obtained by the University, or required by law or regulation to be disclosed. In addition, any information that is subject to the Georgia Open Records Act shall not be treated as confidential. With regards to student records, the parties will comply with the requirements of the Family Educational Rights and Privacy Act of 1974, as amended

V. ADDITIONAL TERMS AND CONDITIONS

1. **Status of the Parties.** The parties shall be considered independent contractors of each other, and shall not

be considered employees, agents, partners, or joint venturers of each other.

2. **Disputes.** The parties will mutually agree on dispute resolution procedures. This SLA will be governed by the laws of the State of Georgia, without regard to conflict of laws.
3. **Termination.** Either party may terminate the Project with thirty (30) days prior written notice to the other. Project results to the date of termination shall be provided to the Community Partner. At the request of the Community Partner, the University shall return all unused Community Partner-provided materials.
4. Each party shall be responsible for its own acts and omissions.
5. **Entire Agreement.** This SLA contains the entire and only agreement between the University and Community Partner respecting the Project and supersedes or cancels all previous negotiations, agreements, commitments and writings between the parties on the Project. This SLA may only be amended in writing signed by the duly authorized representatives of each of the parties.

Please distribute a copy to each of the following individuals:

- *Faculty member's Department Chair*
- *Faculty member's Dean*
- *Community Partner*
- *Executive Director, Department of Student Leadership and Service*
- ***Retain 1 copy for your personal records***

ENDORSEMENTS

FACULTY MEMBER (PRINT NAME(S))

COMMUNITY PARTNER (PRINT NAME(S))

FACULTY MEMBER SIGNATURE

COMMUNITY PARTNER SIGNATURE

DATE

DATE

DEPARTMENT CHAIR (PRINT NAME)

DEPARTMENT DEAN (PRINT NAME)

DEPARTMENT CHAIR SIGNATURES

DEPARTMENT DEAN SIGNATURE

DATE

DATE