

The University of North Carolina at Pembroke  
Service-Learning Agreement Form

Course Title and Number: \_\_\_\_\_

**Purpose.**

The purpose of this Agreement is to place Student with the Agency as part of an Service-Learning Program offered by the University for academic credit or required by course of study. In consideration of the mutual provisions herein, the parties hereby agree to the following:

**2. Agency Obligations and Responsibilities.**

- 2.1 The Agency shall provide the Student with an Agency contact who will monitor and supervise the student throughout the experiential learning project. In addition, the Agency shall provide an orientation and training to the agency, including policies and procedures, mission, populations served, and specific focus areas.
- 2.2 The Agency shall provide necessary space, equipment and materials for projects.
- 2.2 *Advertising.* The Agency shall not use, in its external advertising, marketing programs or promotional efforts, any data, pictures or other representation of the University except on the specific written authorization in advance by the University. The University shall not unreasonably withhold consent.
- 2.3 *Agency Insurance.* The Agency shall have a clear risk management and personnel policies and procedures in place for volunteers. It is recommended that the Agency carry volunteer accident and liability coverage. All of this should be included in orientation.
- 2.4 In the event that the Student is injured or becomes ill during the course of the service-learning program, the Agency shall provide medical assistance and first aid to the Student as appropriate.
- 2.5 The Agency shall be in compliance with all Federal and State regulations where the Student is involved.
- 2.6 The Agency shall related the student's service assignment to the course learning objectives and keep a good record of hours completed and evaluations.
- 2.7 Agency shall adhere to additional criteria and obligations specific to the service-learning project description and should notify the instructor of any changes or concerns.

**3. University Obligations and Responsibilities.**

- 3.1 A Faculty member shall monitor the Student throughout the experiential learning program.  
Faculty member shall:
  - A. Provide written learning objectives for students and approve the service-learning opportunity.
  - B. Orient students to the purposes of service-learning, the connection of serve options with course learning objectives, and the importance of commitment and respect at Agency.
  - C. Provide opportunities for students to reflect on their service to better integrate project with course learning objectives.
  - D. Obtain all necessary signatures and approvals from University Departments (including, but not limited to Service-Learning Program and Institutional Review Board).
- 3.2 At this time, the University does not carry insurance for volunteers.
- 3.3 Adhere to additional criteria and obligations specific to the Service-Learning Project Description.

**4. Student Obligations and Responsibilities.**

- 4.1 Be responsible for the agreed service hours. Call ahead if they will be late or unable to attend a scheduled service shift.
- 4.2 Follow all policies of the Agency, including health and safety precautions and confidentiality.
- 4.3 Stay within guidelines and scope of assigned responsibilities. Avoid risky or inappropriate behavior. Do not work alone with, transport, loan money or engage in inappropriate relationships with children or clients.
- 4.4 Follow all guidelines and policies related to confidentiality and reporting.
- 4.5 Inform the site supervisor of the learning objectives for the service-learning course.
- 4.6 Notify the site supervisor and/or instructor of any concerns or changes.
- 4.7 *Student Insurance.* The University requires that Student maintain sufficient health, accident, disability and hospitalization insurance for the duration of his or her time as a Student. Student shall be responsible for any expenses incurred due to injury, illness or damage suffered during the course of the service-learning program.
- 4.8 Adhere to additional criteria and obligations specific to the Service-Learning Project Description.

**5. Mutual Obligations and Responsibilities.**

- 5.1 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 enumerated herein, nor shall anything contained in this Agreement be construed to create any partnership or joint venture between the parties.

- 5.2 The Agency agrees that it shall be responsible for the ordinary negligent acts or omissions of its agents and employees causing injury to another person.
- 5.3 The parties to this Agreement agree to not discriminate on the basis of race, color, religion, national origin, gender, sexual orientation, disability or age.
- 5.4 No party shall disclose or use any information of a private, confidential or proprietary nature or any other trade secret without prior written authorization, except as required by law.
- 5.5 It is understood and agreed that this Agreement may be terminated at any time without cause by the Student, Agency, or the University.

6. General.

- 6.1 No amendment or modification of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement by authorized representatives of the parties hereto. Neither the failure of a party to enforce any provision in this Agreement, nor any breach or default hereunder, shall be deemed a waiver of any right herein.
- 6.2 No party shall assign or otherwise transfer its rights or delegate its obligations under this Agreement without all parties' prior written consent. Any attempted assignment, transfer, or delegation without such consent is void. All of the terms and provisions of this Agreement are binding upon and inure to the benefit of the parties hereto and their successors and assigns.
- 6.3 The University will not be responsible for any losses resulting from delay or failure in performance resulting from any cause beyond the University's control, including without limitation: war, strikes or labor disputes, civil disturbances, fires, natural disasters, etc...
- 6.4 This Agreement is the complete and final agreement between the parties and supersedes all prior oral or written agreements with respect to the subject matter herein. No oral or written promises or conditions exist outside this Agreement. This Agreement represents the entire understanding of the parties.
- 6.5 All parties will adhere to University operating policies and procedures.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

STUDENT

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

AGENCY REPRESENTATIVE

Signature: \_\_\_\_\_  
Print Name & Title: \_\_\_\_\_  
Date: \_\_\_\_\_

UNIVERSITY OF NORTH CAROLINA AT PEMBROKE

Signature: \_\_\_\_\_  
Print Name & Title: \_\_\_\_\_  
Date: \_\_\_\_\_