



ST. MARY'S
UNIVERSITY

CIVIC ENGAGEMENT AND
CAREER DEVELOPMENT CENTER

MEMORANDUM OF UNDERSTANDING Fall 2014- Spring 2015

This MOU is entered into by and between St. Mary's University ("Program") and the Texas Juvenile Justice Department ("TJJD" or "Partner"). The purpose of the Community-based College Work-Study Program Memorandum of Understanding ("MOU") is to outline the terms of understanding on which the Program will work with community partners; and the terms of understanding of which the community partners will work with the Program.

Program agrees to:

- ♦ Recruit students
- ♦ Interview and place students
- ♦ Provide basic orientation and training about College Work-Study Program, St. Mary's University, and Student Development Division student employee guidelines and regulations to members
- ♦ Educate members on St. Mary's University, Civic Engagement and Career Development Center, and Work-Study Program mission statements, goals, and objectives
- ♦ Hold mandatory meetings
- ♦ Support site sponsors regarding member monitoring

Partner agrees to:

- ♦ Orient each work-study student to facilities and to agency policies
- ♦ Provide meaningful service work to member
- ♦ Provide opportunities for student to successfully complete work-study hours awarded per semester
- ♦ Provide an on-site supervisor for each student
- ♦ Verify and sign student time logs at the end of each period that coincides with the St. Mary's University payroll schedule
- ♦ Allow student participation in mandatory program meetings, group service projects, and other activities defined by the Program supervisor as mandatory or otherwise
- ♦ Complete a mid-year and end-of-term evaluation that is shared with and signed by the student
- ♦ Report immediately to the St. Mary's Program supervisor and/or Civic Engagement and Career Development Center staff about any problems or work-related accidents

If dismissal of a program student member is necessary, the community partner should first contact the St. Mary's Program supervisor in the Civic Engagement and Career Development Center. The termination process will then be conducted in accordance with St. Mary's University policies and procedures.

Oral Representations: No oral representations of any officer, agent, or employee of Partner or Program shall affect or modify any obligations of either party under this MOU.

Merger, Amendment to MOU: This MOU encompasses the complete and entire agreement of the parties. The parties have not made or relied on any representations, stipulations, or agreements other than those expressly contained in this MOU. No amendment to this MOU shall be valid unless reduced to writing, signed by an authorized representative of each party, and expressly made a part of this MOU.

Assignment: This MOU may not be assigned by either party without prior written approval of the other party.

Performance: A delay in or failure of performance of either party that is caused by occurrences beyond the control of either party shall not constitute default hereunder, or give rise to any claim for damages.

Term, Effective Date, and Termination: This MOU is effective upon final signature and shall continue in effect for an initial period of one (1) year ("Term"). After such initial Term, this MOU may be renewed from year to year upon mutual, written agreement of the parties. Either party may terminate this MOU for any or no reason by giving the other party one hundred eighty (180) days prior written notice of intention to terminate. If such notice

is given, this MOU shall terminate: (a) at the end of such one hundred eighty (180) days; or (b) when all students enrolled in the Community-based College Work-Study Program at the time such notice is given have completed their respective courses of study under the Program, whichever event occurs last.

Applicable Law: The validity, interpretation, performance, and enforcement of this MOU shall be governed by the laws of the State of Texas.

Federal Requirements for Confidentiality: Any program that specializes, in whole or in part, in providing treatment, counseling, and/or assessment and referral services for youth with alcohol or other drug problems must comply with federal confidentiality regulations. Said regulations apply only to programs that are federally assisted either directly or indirectly. To the extent they apply, Program certifies compliance with these federal requirements for confidentiality [42 USC Section 290dd-2; 42 CFR Part 2] and agrees to comply with said requirements for so long as this contract is in force.

Firearms and Weapons Prohibited: Program employees, associates, students, and volunteers providing services under this MOU shall not carry or possess any type of firearm or other weapon, including, without limitation, those listed in Texas Penal Code Section 46.01, while rendering services under this MOU. This prohibition includes the carrying of a concealed handgun licensed under the authority of Chapter 411, Subchapter H, Texas Government Code. Program and its employees, associates, students, and volunteers shall be under an affirmative duty to keep weapons out of the possession of TJJD youth while performing services under this contract.

Fingerprint and Background Checks:

(a) Program shall, as directed, provide information regarding students assigned by Program to participate in the Community-based College Work-Study Program and personnel access for a criminal background check including, but not limited to, fingerprinting check, criminal records check, sex offender registration records check, PREA employment standards check, child abuse registry check and drug test. Criminal background checks shall be conducted at Partner's expense through Partner or Partner's contract providers for each of Program's students, employees, agents, consultants, subcontractors, subcontractor's employees, and volunteer workers participating in the Program. Any Program student, employee, agent, consultant, subcontractor, subcontractor's employee, or volunteer worker who is unwilling to provide or who does not provide required information will not be allowed to work under this MOU. No Program student, employee, agent, consultant, subcontractor, subcontractor's employee, or volunteer worker may work under this MOU until the criminal background check is completed and approval is obtained from Partner's Human Resource Department, Manager of Criminal Record Checks.

(b) Program shall notify Partner's Director of Human Resources of any student, employee, agent, consultant, subcontractor, subcontractor's employee, or volunteer worker who works with TJJD youth and who is arrested, indicted, or charged with a criminal offense or who resigns while under investigation for inappropriate conduct or policy violations. Such student, employee, agent, consultant, subcontractor, subcontractor's employee, or volunteer worker shall be immediately suspended from working under this MOU unless authorized by Partner's Director of Human Resources.

(c) Partner will approve or deny any Program student, employee, agent, consultant, subcontractor, subcontractor's employee, or volunteer worker in accordance with Partner policies and procedures. Partner's designated contact for criminal background checks is the Manager of Criminal Record Checks, 512-490-7670.

Confidentiality and Security:

(a) Program agrees that all its students, volunteers, and employees participating in the Program will comply with state and federal law and with Partner policies regarding the confidentiality of student records and identifying information.

(b) Program agrees that all information regarding Partner and/or its youth that is gathered, produced, or otherwise derived from this contract shall remain confidential subject to release only by permission of Partner.

(c) Program's students, volunteers, and employees who visit any facility will comply with that facility's security regulations.

(d) Identifying pictures, appearances, films, or reports of TJJD youth may not be disclosed by Program without the written consent of the youth and, if the youth is under age 18, of his or her parents, guardian, or managing conservator.

Severability: If any part of this MOU is contrary to any federal, state, or local law, it is not applicable and such invalidity shall not affect the other provisions or applications of this MOU which can be given effect without the invalid provision or application and to that end the provisions of this contract are declared to be severable.

Compliance with Laws: In the execution of this Contract, Program shall comply with all applicable federal, state and local laws, including laws governing labor, equal employment opportunity, safety and environmental protection. Program shall make itself familiar with and at all times shall observe and comply with all federal, state and local laws, ordinances and regulations which in any manner affect performance under this Contract.

Access to Information: Program is required to make any information created or exchanged with Partner pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to Partner. Program agrees to provide Partner with this information in a format that is accessible to the public, including but not limited to non-encrypted electronic format, PDF, and HTML.

Signature Authority: The parties represent and warrant that the individuals signing this MOU are authorized to sign this MOU on behalf of each individual's respective party and to bind that party under this MOU.

The community partner and the Community-based Work Study Program hereby acknowledge by their signatures that they have read, understood, and agree to the terms of this document.

Chickson B. [Signature] for D. Reilly
David Reilly, Executive Director
Texas Juvenile Justice Department

3/4/15
Date

Macey [Signature]
Civic Engagement & Career Development Center
Program Supervisor

3/4/15
Date

ST. MARY'S UNIVERSITY



