

LOYOLA UNIVERSITY CHICAGO JVC Magis PROGRAM
Agency AGREEMENT

This Agreement made and entered into this day of September 1, 2007, by and between Little Brothers Friends of the Elderly (the "Agency") and Loyola University of Chicago, an Illinois not-for-profit corporation (the "University").

WHEREAS, the University is sponsoring the JVC Magis Program which is a service-based training program for persons who seek to work in an urban Catholic setting in Chicago and obtain a master's degree from the University ("JVC Magis Volunteer"); and

WHEREAS, the Agency desires to participate in JVC Magis for the 2007-08 academic term (the "Term") by having a JVC Magis Volunteer(s) as staff in the Agency, subject to meeting position requirements and approval by appropriate agency officials.

NOW, THEREFORE, the Agency and the University agree as follows:

1. Responsibilities of the University:
 - a. The University agrees to refer a JVC Magis Volunteer candidate(s) to the Agency as a staff member during the Term.
 - b. The JVC Magis Volunteer shall be enrolled in a Masters Degree Program at the University (the "Degree Program") during the Term. The University shall promptly notify both the JVC Magis Volunteer and the Agency of a JVC Magis Volunteer's failure to complete the requirements of the Degree Program, including any failure to comply with standard University policies and procedures.
 - c. The University will hire a JVC Magis Program Director who will assist the JVC Magis Volunteer(s) with their participation in the JVC Magis Program by acting as a liaison between the JVC Magis Volunteer(s), the University's Graduate School, and the Agency.

2. Responsibilities of the Agency:
 - a. The Agency will interview and/or screen JVC Magis Volunteer candidates referred to it by the University to determine whether such candidates meet the Agency's position requirements and other criteria and will be responsible for deciding whether it will bring on a JVC Magis Volunteer candidate. The Agency will notify the University of any JVC Magis Volunteer(s) to whom it has offered a volunteer position/internship.

- b. Employee relations of Agency personnel, including JVC Magis Volunteers shall be the Agency's responsibility.
- c. Host Agency shall provide a workplace orientation that includes: an introduction to agency goals and philosophy, co-workers, and neighborhood. (i) Agency shall provide the Volunteer a clearly written job description as well as all relevant job training. The job description must include at least 50% direct client contact. (ii) Host Agency shall provide a safe work environment for the volunteer. (iii) Host Agency shall have a written anti-discrimination and harassment policy and procedures for enforcement of that policy.
- d. Agency shall designate a supervisor who will meet once a week with the volunteer for the first six weeks and, then, at least monthly thereafter. The supervisor shall be responsible for meetings to assess progress and set goals. (i) Host Agency shall meet with the JVC Magis Director to discuss the volunteer's placement and further the relationship between the agency and Loyola University Chicago. (ii) Host Agency will ensure that a written, annual evaluation of the volunteer's work performance is provided to the said Volunteer, which they may be asked to share with the JVC Magis staff.
- e. Host Agency shall ensure that the volunteer be assigned weekday-only work hours not to exceed 30 hours/week. No more than one weekend shift per month and one weekday evening shift per week (after 6pm, Monday - Friday) are permitted. This can be negotiated if a volunteer's class schedule requires it. (i) JVC Magis recommends compensatory time be taken within two weeks and that it not be accruable. (ii) Agency will provide to the volunteer the same vacation benefits as other full time employees, with a minimum of two weeks vacation during the year. Any vacation eligibility requirements should be waived (e.g. having to work six months before being eligible).
- g. JVC Magis Volunteers will need to be off on August 17, 2007, October 12, 2007 January 11, 2008, May 16, 2008, July 25, 2008, August 15, 2008 to attend the JVC Magis retreats and orientation.

3. Both parties agree to the following:

- a. Removal from the JVC Magis Program:
 - i. A JVC Magis Volunteer's failure, dismissal or withdrawal from the Degree Program shall result in that volunteer's removal from the JVC Magis program.
 - ii. A JVC Magis Volunteer's failure to substantially comply with the University's standard policies and procedures and the Program Handbook may result in that Volunteer's removal from the JVC Magis program. The decision whether to remove a JVC Magis Volunteer from the JVC Magis program shall be at the discretion of the JVC Magis Program Director.
 - iii. Upon a JVC Magis Volunteer's removal from the JVC Magis Program and/or upon termination of this Agreement for any reason, all payments that would have been made to the University by the Agency to cover administrative costs for the JVC Magis Volunteer shall be terminated.
- b. Neither party shall, in connection with any aspect of its performance pursuant to this Agreement, discriminate against any person by reason of race, color, religion, national origin, age, gender, sexual orientation, physical or mental disability, marital or veteran status or any other characteristic protected by applicable law.
- c. The parties shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974 with respect to educational records in its possession regarding JVC Magis Volunteers.
- d. This Agreement may be terminated by either party if the other party fails to cure a breach of any material term of the Agreement within ten calendar days of receipt of a written notice of the breach from the other party. In addition, either party may terminate this Agreement by giving sixty days' prior written notice to the other party. Notices required by this subsection shall be sent by hand-delivery, facsimile, overnight mail or certified or registered mail to the individual signing this Agreement on behalf of the other party.
- e. This Agreement shall in all respects be subject to, governed by, and construed in accordance with the laws of the State of Illinois. Neither the University nor the School may assign this Agreement

without the prior written consent of the other party. Any attempt to assign this Agreement without such consent shall be void. This Agreement contains all the terms and conditions to which the parties have agreed and supersedes any and all prior understandings, agreements, promises, warranties and representations, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be amended only upon the mutual written agreement of the parties.

For Loyola University of Chicago

For

Name: Lee Hubbell, Director

Name:

Signature: _____

Signature: _____

Date: _____

Date: _____