

**LOYOLA UNIVERSITY CHICAGO OPPORTUNITIES IN CATHOLIC EDUCATION
PROGRAM (LU CHOICE)
PARTICIPANT AGREEMENT**

This Agreement is made and entered into the _____ (day) of May, _____ (year), by and between Loyola University of Chicago, an Illinois not-for-profit corporation (the “University”), and the undersigned student (the “Student”); _____.

WHEREAS, the University is sponsoring the Loyola University Chicago Opportunities in Catholic Education Program (“LU CHOICE” or “LU CHOICE program”), which is a service-based teacher training/certification program for persons who seek to work in an urban Catholic school setting in Chicago and obtain a master’s degree from the University;

WHEREAS, the Student wishes to be a participant in the LU CHOICE program and the University wishes for the Student to be a participant in the LU CHOICE program; and

WHEREAS, the University and Student wish for Student to reside in housing in a community environment that fosters the spirit and principals of Jesuit education.

NOW THEREFORE, for valuable consideration the receipt and sufficiency of which are hereby acknowledged it is agreed as follows:

1. Housing Agreement: While participating in the LU CHOICE program, Students will live together in a single housing unit located in the central western part of the city. All living arrangements will be subject to the terms of the housing agreement applicable to the designated facility and any exhibits or riders attached thereto (collectively the “Housing Agreement”), which the Student will agree to and enter into separately.
2. Program Handbook: Student agrees to abide by the terms of the Loyola University Chicago Opportunities in Catholic Education Program Handbook, as may be amended by the University from time to time (the “Program Handbook”), which is attached hereto as Exhibit A and made a part hereof. Student’s failure to comply with the Program Handbook may result in removal from the LU CHOICE program. The decision of whether to remove a Student from the LU CHOICE program shall be at the discretion of the LU CHOICE Program Director. The University, in its discretion, may take other or additional actions in response to Student’s failure to substantially comply with the Program Handbook.
3. University Policies and Procedures: Student’s failure to comply with the University’s standard policies and procedures may result in removal from the LU CHOICE program. The decision of whether to remove a Student from the LU CHOICE program shall be at the discretion of the LU CHOICE Program Director. The University, in its discretion, may take other or additional actions in response to Student’s failure to substantially comply with the University’s standard policies and procedures.
4. Student Representation: Student represents that (i) Student is a graduate of a university (ii) that Student has been accepted to and has enrolled in the Master’s Degree Program at

the Loyola University Chicago School of Education (the “Degree Program”), which enrollment shall be subject to the terms of the Degree Program which Student has or will agree to separately.

5. Benefits and Obligations Conditional: All benefits that Student receives under this Agreement and all obligations of the University under this Agreement are expressly conditioned upon (i) the availability of grant funding and/or other University resources necessary to support the LU CHOICE program; (ii) the Student remaining enrolled in the Degree Program; (iii) the Student residing with other program participants and remaining in compliance with the Housing Agreement, the Program Handbook and other University policies and procedures; (iv) the Student teaching in a designated Catholic School in the Archdiocese of Chicago or under religious order; and (v) successful completion of all LU CHOICE requirements including activities and assignments given during professional development, formation and retreats. Failure of Student to be and remain in compliance with the conditions set forth in subparagraphs (ii) thru (v) of this paragraph at any time while participating in the LU CHOICE Program for any reason, or a breach by Student of any of the representations contained in this Agreement, shall be considered a material breach of this Agreement.
6. Student Financial Responsibilities Students are responsible for all expenses during their tenure in the program with the exception of most of the tuition and fees related to their degree program.
7. Student Non-Financial Responsibilities Make a good faith, two-year commitment to a school. The student shall fulfill the job duties as assigned by the school and follow the personnel policies of the school. Normally, the LU CHOICE program commitment and tuition remission does not extend beyond two years. An individual participant’s conduct must always be seen in the context of the school, with which s/he works, and the goals and philosophy of the LU CHOICE program. Therefore, a student will not engage in conduct which damages the local LU CHOICE community's or Loyola University Chicago’s relationship with LU CHOICE schools. Students shall not behave in a manner deemed by the LU CHOICE staff to be detrimental to their community. Vacation time should be arranged with the supervisor early in the year.
8. Remedy for Breach: In the event of a material breach of this Agreement by Student, the University may remove Student from the LU CHOICE program, terminate this Agreement and/or take other actions as determined solely by the University. When participants voluntarily withdraw from or are dismissed from the program at any time during their two/three years of service, they will be held responsible for reimbursing Loyola University Chicago for the tuition and fees that were covered by their scholarship during their time in the program.
9. Teaching Contract: Student will separately enter into a teaching contract (the “Teaching Contract”) with a designated school for a period of time commensurate with an academic term. Student will properly fulfill Student’s obligations under the Teaching Contract for the entire duration of the Teaching Contract.

10. Taxes: Student will be exclusively responsible for the payment of any taxes due on income or other benefits that Student receives as part of the LU CHOICE program or as a part of Student's teaching activities, including any taxes on imputed income.
11. Consent to Disclosure: The University may need to disclose information about the Student or Student's educational records to the school with which the Student has a Teaching Contract. Student consents to the University's disclosure of such information and educational records to the school.
12. Jurisdiction: This Agreement shall in all respects be subject to, governed by, and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Loyola University of Chicago

Student

Signature: Lee Hubbell

Signature: _____

Name: Lee Hubbell

Name: _____
(Print)

Title: Director

Date: May 1, 2017

Date: _____