

MEMORANDUM OF AGREEMENT BETWEEN A Donnelly College and the Office of Hispanic Ministry of the Archdiocese of Kansas City, Kansas

I. Parties

The purpose of this Memorandum of Understanding (“MOU”) is to establish a relationship between Donnelly College and the Hispanic Ministry of the Archdiocese of Kansas City, Kansas.

BOTH PARTIES HEREBY enter this MOU to enable Hispanic Ministry of the Archdiocese of Kansas City, Kansas. to provide said services/program/courses to its students within the Donnelly College IT platform.

II. Program Sites

Unless otherwise agreed to in writing by the parties, the School(s) governed by this agreement is the following:

1. Donnelly College 608 N.18th Street Kansas City, KS 66223

III. Donnelly College Responsibilities/Scope of Services

- A. Provide a description of the services that your program will be providing to Hispanic Ministry of the Archdiocese of Kansas City, Kansas.

1. A brief description of the type of services your program generally provides.

Donnelly College will provide access to the Learning Management System, Student Information System, and the Single Sign On capabilities to allow for tracking of course content and grades for the theology program offered by the Hispanic Ministry of the Archdiocese of Kansas City, Kansas. This program is certificate-based only and does not carry credits at Donnelly College or the Archdiocese of Kansas City, KS.

Contact at Donnelly College: Megan Jordan, mjordan@donnelly.edu

2. The relevant experience of the personnel that will be providing the services:

All Instructors under the auspices of the Archdiocese of KCK Hispanic Ministry will have a background check on file with the Archdiocese and Donnelly College and will provide Donnelly College with current CVs and transcripts prior to teaching a course.

Contact person at Hispanic Ministry: Edith Montes Jankowski

3. Listed below are all of the expectations or goals that are in agreement with your program's services.

- ☐ Ensure a high-quality instructional core
- ☐ Develop student's cognitive and academic skills
- ☐ Create equitable opportunities for learning
- ☐ Ensure, maintain, or support high quality and effective instruction

- B. Ensure that all Hispanic Ministry of the Archdiocese of Kansas City, Kansas. personnel, including subcontractors will comply with any policy and systems in place at Donnelly College. This includes, but is not limited to the following:

1. **Drug and Smoke Free**—No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on Donnelly College property. No students, staff, visitors, are to use drugs on school premises.
2. **Anti-Discrimination**—It is the policy of Donnelly College that in connection with HISPANIC MINISTRY's services in this MOU there shall be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age. Therefore, the HISPANIC MINISTRY agrees to comply with applicable Federal and Kansas laws.
3. **Conflict of Interest**—HISPANIC MINISTRY shall abide by and be subject to all applicable Donnelly College policies, regulations, statutes or other laws regarding conflict of interest. HISPANIC MINISTRY shall not hire any employee or properly credentialed to perform the services in this MOU, and affirms that to the best of its knowledge no such conflict presently exists. HISPANIC MINISTRY agrees to alert Donnelly College in writing if and when a potential conflict does arise.
4. **Family Education Rights and Privacy Act**—HISPANIC MINISTRY shall observe District policies and regulations, and state and federal laws, including the Family Education Rights and Privacy Act of 1974,

commonly known as FERPA, related to the confidentiality of pupil and personnel records.

- C. **Required Documents**—Ensure that all Hispanic Ministry of the Archdiocese of Kansas City, Kansas personnel who will be on Donnelly College premises have submitted to a criminal background check via Donnelly College HR policies.
- D. **Communication**—Communicate with Donnelly College staff, both formally and informally, to ensure, to the best of the program’s ability, that the Hispanic Ministry services are aligned with Donnelly’s mission and objectives and are adequately meeting student’s needs. At the request of College staff, provide reasonable data and information to students participating in the Hispanic Ministry’s program.
- F. **Confidentiality**—Hispanic Ministry shall maintain strict confidentiality of all information about individual students received under this MOU and will not disseminate such information without the express written consent of Donnelly College. Hispanic Ministry will comply with FERPA, and will be allowed to use the data received to solicit funding to continue to expand its services/program, so long as there is no information from which the identity of any student in the Hispanic Ministry’s program as a participant could be made.

IV. **Required Documents**

Hispanic Ministry of the Archdiocese of Kansas City, Kansas.

CANNOT commence the services agreed to in this MOU until it has submitted the following documents:

A. Teaching Staff (Individual):

☐ Completion of:

- Criminal Background Check—Attach documentation

Hispanic Ministry of the Archdiocese of Kansas City, Kansas.:

- ☐ **Or**, attach a letter from Agency/Community-Based Organization/Non-Profit Organization on agency letterhead verifying all employees have been Fingerprinted/Criminal Background for this current fiscal year and signed by authorized personnel.

V. Responsibilities of Donnelly College

- A. Provide online platform for courses on the LMS and SIS each academic term. Provide access to students enrolled in the Hispanic Ministry, non-credit bearing courses to Donnelly College's Single Sign On system.

VI. Responsibilities of Hispanic Ministry of Archdiocese of KCK

- A. Provide enrollment, grades and all requested information in a timely manner. All course-related materials must follow the guidelines and procedures of the Office of the Registrar, Donnelly College. Hispanic Ministry will pay Donnelly College \$35 per student to cover the cost of the Turnitin (\$7), the LMS (\$25) and Single Sign On (\$3). This will be paid after 20th day enrollment data is complete.

Duration

This MOU begins on the date of signature by both parties.

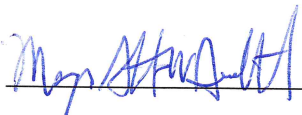
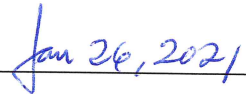
VII. Termination

Either party may terminate this MOU at any time, without cause, with 30 day written notice to the other party. This agreement may be amended by mutual consent of the parties. All amendments must be in writing and signed by both parties.

VIII. Hold Harmless/Indemnity

Each party to this MOU agrees to indemnify and hold harmless the other for and from any claims, causes of action, or any other proceeding of any type or kind that is made against the other where such claim, cause of action or other proceeding arises from the conduct, act, omission, or commission by the other party.

IN WITNESS THEREOF, the parties to this agreement have duly executed it on the day, month and year set forth below.

By:  Dated:  (01/22/2021)

Msgr. Stuart Swetland, President, Donnelly College

By: Fr. Gianantonio Baggio Dated: Jan 22 / 2021 (01/22/2021)

Fr. Gianantonio Baggio, Director, Office of Hispanic Ministry, Archdiocese of Kansas City, KS.

