

**AMENDED AGREEMENT BETWEEN
LOYOLA UNIVERSITY OF NEW ORLEANS**

AND

SOCIETY OF JESUS OF THE UNITED STATES CENTRAL AND SOUTHERN PROVINCE

This agreement is made between Loyola University of New Orleans (hereinafter "Loyola") and the Society of Jesus of the United States Central and Southern Province (hereinafter the Province) and their successors and assigns.

GENERAL TERMS

1. Purpose. The purpose of this agreement is to continue the sponsorship of the Jesuit Institute for Social Research and Action of Loyola University (hereinafter "the Institute") to promote research, social analysis, theological reflection, and practical strategies for improving the social and economic conditions in the southern United States with a particular focus on issues of race, poverty, and migration. The Institute is intended to further the mission of the Society of Jesus to promote the faith that does justice, to apply Catholic social teaching to the concrete realities of these regions, and to enhance the academic and service missions of Loyola.
2. Affiliation. The funding and organizational structure of the Institute reflect a collaboration between Loyola and the Province in which both parties share in creating and maintaining the endowment for the Institute and in naming the executive director and the advisory board for the Institute. The parties shall work together to support the activities of the Institute and to set the overall direction for the Institute and its fellows; but the Institute is considered a part of Loyola and, except as provided herein, shall be governed by Loyola pursuant to its charter and bylaws.
3. Activities. The Institute engages in five major activities: research and analysis; education through traditional and popular vehicles; facilitation and capacity building of church and community based organizations; advocacy; and providing processes for reflection on immersion

experiences for Loyola faculty, students, staff, and volunteers. The principles of Catholic Social Teaching provides both the lens and the guiding force for all of these activities.

4. Program Collaboration. The Institute and the various colleges, departments, and programs of Loyola work together to advance the mission of the university and of the Institute. Such collaboration includes:
 - a. Shared theoretical and applied research opportunities among Institute fellows and Loyola faculty on issues of race, poverty, and migration in the context of the problems of the city, region, and country.
 - b. Involvement of students in research projects and other experiences in the Institute's areas of focus.
 - c. Collaboration on projects with Loyola University entities, including The Jesuit Center, University Ministry, the Loyola Institute for Ministry (LIM), the Lindy Boggs National Center for Community Literacy, the Gillis Long Poverty Law Center, the Twomey Center for Peace through Justice, CLINIC (Catholic Legal Immigration Network), the Institute for the Study of Catholic Culture and Tradition, the Loyola Community Action Program (LUCAP), international studies programs, the Social Justice Scholars, the Latin American and Caribbean studies program, and the Center for the Study of New Orleans.
 - d. The Institute shall collaborate with Jesuit universities and other research and social centers within the Province and the rest of the United States, Latin America, and Canada.
 - e. The Institute also collaborates with other grassroots and advocacy organizations working on issues of race, poverty, and migration. Loyola and the Province retain the right to make the final determination regarding the type of collaboration with these grassroots and advocacy organizations.

STRUCTURE, STAFFING, AND SPACE

5. Institute Structure. The Institute will operate as a constitutive body within Loyola, but with distinct staff, budget, and advisory board. At the same time, the Institute will be considered an

apostolic work of the Province. The Institute will be positioned within the College of Arts and Sciences of Loyola University report to the respective Dean of the College.

Advisory Board. The advisory board of the Institute (hereinafter “the board”) provides support by: advising about the purpose, vision, and goals of the Institute; recommending, monitoring and providing advice on the Institute’s programs and services; assisting in fund development and fiscal oversight for the Institute; and participating in the annual review of the Institute director, subject to the Loyola Charter and Bylaws. The board consists of twelve members and meets twice annually. The Provincial of the-Province and the President of Loyola University will each name six members of the board. The Board chair shall be jointly selected by the President and Provincial after consultation with the Institute director.

6. Staffing. The staff of the Institute will include the following:

- a. An executive director/senior fellow, who shall also hold faculty rank, with responsibilities for staffing, fund development, vision setting, and promotion, as well as carrying out the primary activities of the Institute. The director will report directly to the Dean of the College of Arts and Sciences.
- b. At least two Research fellows who will work in the core activities of the Institute. Together with the director they will constitute the professional staff of the Institute and, if qualified, shall hold faculty rank
- c. An administrative assistant.
- d. At least one work-study student.
- e. Additional visiting scholars and interns are welcome to apply for temporary participation on the Institute staff.
- f. Other interested parties who share the vision and mission of the Institute may be welcomed as associates.

The Province Assistant for Social Ministry will work regularly with the Institute to develop outreach and training programs, particularly for Jesuit works, and connections with other research Institutes and collaboration with other Jesuit ministries. The Province Assistant for Social Ministries shall not be

considered to be an employee of Loyola or the Institute, and will continue to be employed by the Province.

7. Ongoing Staffing Considerations

- a. At least one professional staff member should speak both Spanish and English.
- b. All professional staff should have a strong balance between academic skills and praxis, including foundational knowledge of and commitment to Catholic social teaching.

8. Terms of employment. The director/senior fellow of the Institute is jointly appointed by the president and the provincial, after consultation with the board. Institute employees shall be hired by the director with the approval of the dean and the provost and are Loyola employees, subject to personnel rules and policies and enjoying the benefits and privileges of employees described in the Loyola University Faculty Handbook and Human Resource Policies: Procedures and Benefits. They are to be paid according to university policies and scale. Institute employees are entitled to participate in the Loyola benefit plans and human resource programs on the same terms, conditions, and rates as such benefit plans and programs are made available to other Loyola employees or, if Jesuits, the same as other Jesuits employed by Loyola. The benefits provided are dependent upon employment classification and are subject to periodic review and change.
9. Institute Offices. The Institute offices will be housed on the main campus of Loyola and shall consist of at least five furnished individual offices, four for permanent staff and one for visiting staff. A furnished reception and office work area provides space for copying, computer and other office equipment. In addition, a small conference or meeting room with shelf space for basic reference works will be provided by Loyola. Should, at any time, the operations of the Institute substantially increase, Loyola will make every effort to accommodate the Institute's increased space needs in a manner consistent with the objectives of the Institute and the resources available at Loyola. Loyola will provide custodial, maintenance, and other occupancy services comparable to those provided to university departments.

10. Access to Loyola Facilities. Loyola shall provide the Institute with access to on-campus space and related services for meetings and events at the same rates and under the same conditions and policies that such space and services are made available to Loyola departments.

FUNDING, BUDGET, AND LOYOLA SERVICES

11. Endowment. The initial endowment of the Institute is as follows:

- a. The Province has raised and holds as restricted funds \$3 million dollars as its one-half share of the "basic endowment" for the Institute. It shall pay to Loyola 5% of a 3-year rolling average of the value of the endowment fund for the operation of the Institute.
- b. Loyola has committed to raising \$3 million dollars, one-half of the "basic endowment" to match the amount initially raised by the Province. The draw from the endowment will be in accord with Loyola's endowment policy of 5%, plus the provision of office space, insurance, telecommunications, computer and information support and services, work-study students, and various administrative support services.

11. Budget

- a. Revenues collected from Institute, publications, research, conferences, teaching, etc. is to be added to the annual income of the Institute and used to support Institute activities. Grant and contract income and expenditures will be calculated in keeping with existing Loyola policy on indirect costs.
- b. The annual budget shall be developed by the director and presented to the advisory board of the Institute. .

12. Fund Development. The development activities of the Institute are supported by the grant-writing services of the Office of Institutional Advancement and the Office of Grants and Services of Loyola.

PLANNING, EVALUATION, AND DISSOLUTION

13. **Evaluation.** The Institute shall be evaluated every 5 years, beginning in AY2015, by the Standing Committee on Academic Planning of Loyola University and reviewed by the Province Assistant for Social Ministries and the Advisory Board. The Province Assistant for Social Ministries will prepare a summary of that report to be given to the Provincial.
14. **Dissolution.**
 - a. *General.* Each party shall have the absolute right to dissolve this affiliation with or without cause. If either Loyola or the Province determines that this affiliation is no longer in the best interest of such party, then it must so inform the other party in writing, and there will be a mandatory six-month discussion period during which time the two parties will discuss this agreement and the reasons for and against continuing the Institute at Loyola. After such mandatory discussion period, should either party determine that the affiliation is no longer in the best interest of such party, the parties shall enter into a mutually agreed upon written agreement regarding the timing and other details of the disaffiliation, giving due consideration to capital and other monetary expenditures, commitments to staff and students, and any existing liabilities of the Institute. The dissolution agreement may include provisions for the continuation of the Institute after dissolution of this agreement, including resolution of intellectual property rights.
 - b. *Endowment.* The dissolution agreement shall provide that the basic endowment of the Institute shall be returned to Loyola and the Province, with due respect for donor intent, with equal distribution of any additional endowment added to the basic endowment. The division also shall include the pro rata share of income earned on the endowment which has not been distributed to the annual operations of the Institute.
 - c. *Mediation.* Should the parties fail to come to such agreement, then they agree to submit any disputes regarding dissolution/disaffiliation to mediation with a mediator who is acceptable to both parties. If no such mediator can be agreed upon, the President of the Jesuit Conference of the United States shall appoint a mediator. Once the parties have entered into this dissolution agreement, Loyola and the Province shall take all steps necessary to terminate this agreement and their partnership/affiliation.

16. Notices. All notices due under this agreement must be given in writing and delivery must be accomplished by personal service, or by certified mail, return receipt requested, to the parties as follows:

Loyola

Attention: Rev. Father President
Address: 6363 St. Charles Avenue
New Orleans, LA 70118

Province

Attention: V. Rev. Father Provincial
Address: 4511 West Pine Blvd.
St. Louis, MO 63108

All notices shall be effective on the day after personal delivery or five days after mailing. The contact person and/or address may be changed at any time upon written notice, with delivery accomplished by one of the methods specified above.

15. Hold Harmless Provisions.

- a. Loyola agrees to defend, indemnify, and hold harmless the Province from any and all claims, causes of action, and/or lawsuits, including but not limited to any such claims, causes of action, and/or lawsuits alleging bodily injury, including but not limited to personal injury, pain, mental anguish and/or death, and/or property loss or damage arising from Loyola's negligence, fault or willful misconduct or its performance of and/or failure to perform its obligations under this agreement, and to pay reasonable attorneys' fees related thereto.
- b. The Province agrees to defend, indemnify, and hold harmless Loyola from any and all claims, causes of action, and/or lawsuits, including but not limited to any such claims, causes of action, and/or lawsuits alleging bodily injury, including but not limited to personal injury, pain, mental anguish and/or death, and/or property loss or damage arising from the Province's negligence, fault or willful misconduct or its performance of and/or failure to perform its obligations under this agreement, and to pay reasonable attorneys' fees related thereto.
- c. Neither Loyola nor the Province shall be responsible for consequential damages suffered by the other in connection with the performance of or failure to perform under this agreement.

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19. Entire Agreement. This agreement constitutes the entire agreement and supersedes all prior or contemporaneous agreements, whether written or oral, between the parties. Verbal representations not contained herein shall not be binding on the parties unless acknowledged by them in writing.

20. Force Majeure. In the event the premises are rendered unsuitable for the conduct of activities or events by reason of Force Majeure, Loyola University New Orleans may terminate this agreement by written notice following such casualty and Loyola University New Orleans shall not be responsible for any damages sustained by user but user shall be entitled to a pro rate return of any sum paid or any other acceptable arrangement mutually agreed to by the parties. Force Majeure shall mean fire, earthquake, flood, act of God, strikes or other labor disturbances, riots or civil commotion, litigation, terrorism, war or other acts of any foreign nation, power of government or government agency or authority, or any other cause like or unlike any cause above-mentioned which is beyond the control or authority of Loyola University New Orleans.

21. Partnership between Parties. Neither party intends that this Agreement shall be deemed a partnership between the parties under applicable law.

IN WITNESS WHEREOF, Loyola University and the Central and Southern Province of the Society of Jesus have executed this revised agreement on the dates set forth below.

LOYOLA UNIVERSITY

THE CENTRAL AND SOUTHERN
PROVINCE OF THE SOCIETY OF JESUS

RO /s/ [Signature]
President
24 Sept 2015
Date

[Signature]
Provincial
Sept 15, 2015
Date