

Memorandum of Understanding

Between

Centenary College of Louisiana and Dillard University

Centenary College of Louisiana and Dillard University are both United Methodist institutions of higher education located in the State of Louisiana. The Dillard University campus, because of its close proximity to the Gulf of Mexico, is susceptible to the effects of hurricane force winds, storm surge, and breaches to the Mississippi River levees, which in the past have resulted in catastrophic flooding. During the last several years, Centenary College has agreed to be the host site or evacuation safe point for Dillard University when a named hurricane threatens the New Orleans area.

Since the establishment of our relationship, it has been necessary for Dillard University to leave their campus on several occasions and seek shelter in Shreveport at Centenary College. When the evacuation of the Dillard campus becomes imminent, expenses are incurred by both institutions. Therefore, it has been agreed between Centenary College and Dillard University that the establishment of a **Memorandum of Understanding** would be beneficial to both institutions.

Maintaining accurate records for insurance purposes and having established expectations in place prior to a crisis situation is the key to success after the initial threat has diminished.

For this purpose, Centenary College and Dillard University have agreed to the below listed institutional expectations. These expectations should not be considered as "all inclusive", as both additions and deletions may be necessary. To insure that both parties have a full and complete understanding of this agreement, neither party may delete or add an expectation to this document unless it is mutually agreed upon in writing by authorized representatives of both parties. Any and all changes to this agreement must be made in writing prior to any evacuation to which they are intended to relate and shall not occur after the fact for the benefit of either institution for insurance purposes. Furthermore, it is mutually agreed that any and all disputes between Centenary College and Dillard University shall be resolved through the arbitration process and not the judicial system.

If any dispute of any nature whatsoever shall arise relating to this agreement, Dillard University and Centenary College shall attempt to resolve same through informal discussions. If resolution by such means is not accomplished within thirty (30) days, said dispute(s) shall be submitted to formal mediation in Shreveport, Louisiana with a mutually agreeable mediator. If formal mediation is unsuccessful, said dispute(s) shall be submitted to final and binding arbitration to be held in Shreveport, Louisiana in accordance with the applicable rules of the American Arbitration Association. These dispute resolution procedures shall be the exclusive remedy of the parties.

Centenary College Expectations of Dillard University:

- The Assistant Vice-President for Business Services at Dillard University and the Director of Public Safety at Centenary College of Louisiana shall be the "Points of Contact" for their respective institutions.
- Dillard University shall provide Centenary College with a complete list of Faculty, Staff, Students, and dependents that will be staying on the Centenary College campus referred herein as "Dillard-related persons." That list shall be provided to Centenary College before the buses depart from New Orleans so that Centenary College and Sodexo officials can have adequate time to prepare for their arrival. Any persons affiliated with Dillard University who are NOT on the Dillard pre-departure list will need the "Dillard Point of Contact" to grant written approval to be added to the approved list of Dillard-related persons prior to being allowed to stay on Centenary's campus.
- Special accommodation considerations, such as employees/students with children, shall be communicated in writing to the Centenary Point of Contact prior to departure. Persons with children are responsible for the supervision of their children 24 hours a day. Child care services will not be provided by Centenary College. Although Centenary will not turn away persons with children, it is recommended that those with children be sheltered at an alternate location. Dining Hall services will be available to all Dillard employees, students, dependents of both students and employees, and anyone that has approval from the Dillard Point of Contact.
- Dillard-related persons traveling to Shreveport who will be receiving accommodations at Centenary College shall complete the "Emergency Contact" form. This form can be located on the Centenary Web at: www.centenary.edu/attachments/dps/internationalw/emergencyhealthinform.pdf
- Dillard shall maintain at least two full time non-student employees of sufficient authority on Centenary's campus at all times and they must have the capability to communicate with Centenary officials at all times. Dillard shall supply a "Duty" or designated local cell number/phone that does not change and can be provided to Centenary's on duty representative.
- Dillard University shall defend, hold harmless and indemnify Centenary for any injury to persons or damage to property caused by the fault or negligence of Dillard-related persons.
- Dillard shall ensure that Dillard-related persons bring with them all items that are applicable to them that are listed on the Evacuation Checklist. (See attachment "A").
- Dillard University shall obey and shall cause all Dillard-related persons to obey all laws, Centenary College Rules and Regulations, and shelter rules established by Centenary College.
- Dillard University shall verify that every Dillard-related person staying on Centenary's campus has a Dillard picture identification card.
- Dillard University shall have present in Shreveport, Louisiana, Senior or Cabinet level officials, available 24 hours per day by phone, who have decision making authority on behalf of Dillard University. Centenary College shall also have present in Shreveport, Louisiana, Executive level officials who have decision making authority on behalf of Centenary.
- Dillard shall arrange transportation to and from Centenary's campus for Dillard-related persons while in Shreveport

- Dillard University shall reimburse Centenary College for all expenses incurred by Centenary College (including Sodexo and National Management) relating to Dillard's evacuation and housing on Centenary's campus of Dillard-related persons including, but not limited to, employee work hours; Sodexo meals; supplies purchased on behalf of Dillard University; normal facility usage fees. Reimbursement shall be made to Centenary College within 90 days after Dillard University's receipt of an itemized written invoice from Centenary College. Centenary shall provide Dillard University an itemized written invoice within 90 days after the evacuation facility has been officially closed. Facility usage fees shall be established by the Centenary College Vice-President for Finance and Administration. The daily rental rate for 2010-2011 for the Fitness Center is \$1500.00. The daily rental rate for 2010-2011 for the Gold Dome is \$2500.00. The daily residence hall rate for 2010-2011 is \$ 20.00 per person per night. Any amounts remaining unpaid after 90 days of receipt of itemized invoice shall bear interest at the rate of 12% per annum until paid.

- Dillard University shall establish in advance an emergency evacuation email address with an offsite provider. An example would be dillard@gamail.com. This address shall be given to Centenary College officials and to Dillard University students and their families. While on Centenary's campus, this address will be a primary means of communication that must be checked regularly by Dillard officials.

- Dillard is responsible for planning student entertainment, service, and educational activities. The Centenary College Office of Student Development will assist upon request.

- Dillard University faculty, staff, students, and Dillard approved guests will be allowed to use the Centenary College Fitness Center. However, a valid Dillard identification card or an identifying wristband must be presented at the front desk before access will be granted. A reduced Fitness Center schedule, as well as available services, may be necessary while the Fitness Center is being used for evacuation housing.

- Dillard University shall supply Centenary College a current Certificate of Liability Insurance listing "Centenary College as an "additional insured", in an amount satisfactory to Centenary.
- Centenary College will provide clean shelter accommodations for Dillard-related persons during an evacuation. This may include unused residence hall rooms containing standard dorm furniture and/or cots. If residence hall space is not available, pre-arranged cots within a multi use facility will be available. Private room accommodations will not be available for anyone and shared bath and restroom facilities should also be expected.

Dillard's Expectations:

- Once the buses arrive on the Centenary College campus, Centenary College will provide a liaison(s) for each bus and he/she will provide instructions and check-in procedures. This liaison person will be responsible for answering questions, securing a list of passenger names from each bus, picking up "Emergency Contact" paperwork if applicable, and providing a wrist band to passengers on each bus.
- Dillard-related persons will be served three meals a day plus "late night" meals (Monday-Thursday) while Centenary classes are in session and two meals a day when classes are not in session.
- Centenary College will establish an office area with at least one computer with internet connection and telephone line with a long distance access code for Dillard use. Dillard will be responsible for payment of all long distance calls at the then-current Centenary College per minute rate.

- Centenary College shall also provide temporary internet access so that Dillard can continue its educational mission through Blackboard. Once service has been established, Dillard faculty, staff, students, and approved visitors may use any open and available computer lab. Any costs for such service shall be the responsibility of Dillard University.
- Centenary College shall also set up a dillard@centenary.edu account on behalf of Dillard University upon request.

- Centenary College shall provide linens for all available bedding used in the residence halls and for cots.

- Centenary College will provide identification wrist bands if they are needed.

- Centenary College will provide parking space for bus and personally owned vehicle parking. Such space will not interfere with the daily operations of Centenary College.

- Centenary College will assist with event planning, providing community contacts, and helping to organize campus facility usage, upon request. This shall include class room and other meeting spaces for daily informational briefings and the use of Brown Chapel whenever it is not in use by Centenary and is not rented to a third party. It should be noted that all class room and other meeting space is subject to availability, but when a requested space is not being used, every effort will be made so that Dillard may use this space for their purposes.

- Centenary College Police shall be the law enforcement agency responsible for enforcing all State laws and Centenary College policies and procedures. Dillard University Police Officers will be welcome on Centenary's campus but shall only be responsible for enforcing Dillard University Policies and procedures. Any criminal law violations shall be turned over to the Centenary College Police Department. Any Dillard University student, faculty, or staff member found to be in violation of a Centenary College policy shall be turned over to the Dillard Police Department and/or Dean of Student Life. Any criminal violations involving Dillard students, faculty, or staff will be treated the same as if said violation involved someone from the Centenary College community or general public.

- The Points of Contact for each institution should arrange to meet in either Shreveport or New Orleans during the month of March for the purpose of discussing any changes and resolving any differences that may arise.

- This Memorandum of Understanding shall be in effect for a period of one year but shall be renewed annually in writing by a written mutual agreement of both parties on or before June 1st of each year.

Agreed this 20th day of June, 2011.

Dillard University

Centenary College of Louisiana

By: [Signature]

By: [Signature]

Name: Marvonne Hughes

Name: William H. Howard

Title: President

Title: VP for Finance & Administration

By: [Signature]

Name: Londa Brooks

Title: CFD

Enclosed are 2 copies of the MOU between
Centenary College and Dillard University.
Please sign both copies, keep one for your
records and return a copy for our files.

*Neveus &
Apprentice
John D. Neveus*

Mailed out on July 5th, 2011
Centenary College of Louisiana
Department of Public Safety
2911 Centenary Blvd.
Shreveport, LA 71104