



South Washington County Schools

Keith Jacobus, Ph.D., Superintendent

District Service Center

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ADMINISTRATIVE REPORT

TO: Members of the School Board
Dr. Keith Jacobus, Superintendent

FROM: Dr. Kevin Witherspoon, Director of Human Resources

DATE: 09/19/19

TOPIC/PURPOSE OF REPORT: Student Teacher Placement Agreement/ Clinical Placement
Affiliation Agreement

RECOMMENDED BOARD ACTION: Approval

DATE FOR BOARD ACTION: 09/26/19

REPORT

Inver Hills Community College and South Washington County Schools, ISD #833, have a student field experience/ community based learning partnership that provides placements in various classrooms throughout ISD 833.

After periodic review of placements in our district, Inver Hills Community College is requesting that this collaborative relationship remain in place for the next five (5) School Years, ending on June 30, 2024.

The administration recommends approval of this agreement.

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
Inver Hills Community College

MEMORANDUM OF AGREEMENT
FOR STUDENT COMMUNITY-BASED LEARNING

This Agreement is made between the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Inver Hills Community College, Inver Grove Heights, Minnesota (“the College”) and ISD 833 South Washington County Schools, Cottage Grove, MN (“the Community Partner”). This Agreement, and any written changes and additions to it, shall be interpreted according to the Laws of the State of Minnesota.

The purpose of this Memorandum of Agreement is to outline the terms of the Community-Based Learning experience for the student of the College and to identify the responsibilities of the College and the Community Partner.

A. THE PARTIES UNDERSTAND THAT:

1. The College has a Community-Based Learning Program (the “Program”) for qualified students enrolled in the College; and
2. The College has been given authority to enter into Agreements regarding academic programs; and
3. The Community Partner has facilities for providing a suitable Community-Based Learning experience that meets the educational needs of students enrolled in the Program of the College; and
4. It is in the general interest of the Community Partner to provide a Community-Based Learning site where College students can learn and develop skills and gain experiences needed to achieve the student’s learning goals and satisfy the Program requirements while assisting in the development of the Community Partner and/or serving its clients; and
5. The College and the Community Partner want to cooperate to furnish a Community-Based Learning experience at the Community Partner for students of the College enrolled in the Program.

B. RESPONSIBILITIES OF EACH PARTY

1. **The College agrees to:**
 - a. make arrangements with the Community Partner for a Community-Based Learning experience at the Community Partner that will support the student’s learning goals and meet any applicable program requirements.

- b. make periodic visits to the Community Partner's site to observe the student or receive periodic reports from the Community Partner and/or the student, and discuss the student's performance and progress with the student and any site supervisor at the Community Partner, as needed.
 - c. discuss with the Community Partner any problems or concerns arising from the student's participation.
 - d. notify the Community Partner in the event the student is no longer enrolled in the Program at the College.
 - e. keep any necessary attendance and progress records as set forth in the College attendance policy.
 - f. assist in the evaluation of the student's performance in the Community-Based Learning experience.
2. **The Community Partner agrees to:**
- a. cooperate with the College in providing a mutually agreeable Community-Based Learning experience at the Community Partner that supports the student's educational goals.
 - b. consult with the College about any difficulties arising at the Community Partner's Community-Based Learning site that may affect the student's participation.
 - c. assist in the evaluation of the student's performance and provide time for consultation with the College concerning the student, as needed.
 - d. sign a time log to verify the student's attendance.
3. **LIABILITY**
- Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The College's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.732 et seq., and other applicable law.
4. **TERM OF AGREEMENT**
- This Agreement is in effect from June 1, 2019 or when fully executed, and shall remain in effect until June 30, 2024. This Agreement may be terminated by giving at least seven (7) days' advance oral notice to the other parties, with a follow up letter confirming termination delivered to the other party on or before the actual termination date.
5. **FINANCIAL CONSIDERATION**
- a. The College and the Community Partner each agree to bear their own costs associated with this Agreement and that no payment is required by either College or the Community Partner to the other party.
 - b. The Community Partner is not required to reimburse the College faculty or students for any services rendered to the Community Partner or its clients pursuant to this Agreement.

6. **CHANGES OR ADDITIONS TO THE AGREEMENT**

Any changes or additions to this Agreement must be in writing and signed by authorized representatives of each party.

7. **ASSIGNMENT**

Neither the College nor the Community Partner shall assign or transfer any rights or obligations under this Agreement without first obtaining the written consent of the other party.

8. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE**

The Community Partner agrees that in fulfilling the duties of this Agreement, the Community Partner is responsible for complying with the Americans with Disabilities Act, 42 U.S.C. Chapter 12101, et seq., and any regulations promulgated to the Act. The College IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

9. **MINNESOTA GOVERNMENT DATA PRACTICES ACT**

The State of Minnesota has laws (the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 [“the Act”]) that classify the College’s written and electronic information as public, private or confidential. Except as otherwise provided in law or College policy, data on students is private and may not be shared with any other party. If the Community Partner receives a request from a third party for any data provided to the Community Partner by the College, the Community Partner agrees to immediately notify the College. The College will give the COMMUNITY PARTNER instructions concerning the release of the data to the requesting party before the data is released and the Community Partner agrees to follow those instructions.

10. **STUDENT AND FACULTY COMMUNITY-BASED LEARNING AGREEMENTS**

For Community-Based Learning experiences in which a student individually contacts the Community Partner to set up the experience:

The student assigned to a Community-Based Learning experience and the faculty member assigning the Community-Based Learning experience at the Community Partner as well as the site supervisor at the Community Partner shall all be required to sign a Student Learning Agreement (see Attachment A attached to this Agreement and made part of it) before the student begins a Community-Based Learning experience at the Community Partner.

For Community-Based Learning experiences in which a faculty member contacts Community Partner to set up the experience:

Students will not fill out individualized Learning Agreements; instead, the faculty member and Community Partner will determine the learning experience for the class as a whole.

11. NON-DISCRIMINATION

The Community Partner recognizes that it is the policy of the College to prohibit discrimination and ensure equal opportunities in its educational programs, activities, and all aspects of employment for all individuals, regardless of race, color, creed, religion, gender, national origin, sexual orientation, veteran’s status, marital status, age, disability, status with regard to public assistance, or inclusion in any group or class against which discrimination is prohibited by federal, state, or local laws and regulations. The Community Partner agrees to adhere to this policy in implementing this Agreement.

In signing this Memorandum of Agreement, we agree to work together to assist the student in learning and/or applying the tasks and skills identified. We understand that the Community-Based Learning Agreement for the student can be modified or dissolved at any time upon the mutual agreement of the Community Partner and College.

COMMUNITY PARTNER

Signature _____ Printed Name _____

Title _____ Date _____

COLLEGE PROGRAM

Signature _____ Printed Name _____

Title _____ Date _____

AS TO FORM AND FUNCTION

Signature _____ Printed Name _____

Title _____ Date _____

