


INDEPENDENT SCHOOL DISTRICT 271
Bloomington, Minnesota

REQUEST FOR SCHOOL BOARD ACTION

DATE OF BOARD MEETING: October 8, 2018

SUBJECT: Memorandum of Agreement for Student Training Experience between Minnesota State Colleges and Universities, St. Cloud State University and Independent School District 271, Volunteer Connection


ORIGINATING DEPARTMENT: Academic Services

APPROVAL OF ADMINISTRATIVE CABINET MEMBER: Eric Melby, Ed.D. 
Assistant Superintendent

RESOLUTION FOR BOARD TO ADOPT:

RESOLVED, that the School Board of Independent School District 271 approves the Memorandum of Agreement for Student Training Experience between the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, St. Cloud State University, St Cloud, Minnesota and Independent School District 271 of Hennepin County, Minnesota. The term of the agreement is September 15, 2018 through September 15, 2023.

RECOMMENDATION OF SUPERINTENDENT:

Approve. 

BACKGROUND:

St. Cloud State University will place students from Teacher Preparation Programs as student training experiences. This will provide opportunities for University students to learn and develop skills and qualifications needed to achieve the student's occupational goals and satisfy program requirements. Independent School District 271 will provide volunteer sites and opportunities through the Volunteer Connection. St. Cloud State University will coordinate with the Volunteer Connection office to find appropriate placements in Bloomington Public Schools in accordance with requirements set forth in Policy 906, Volunteers.

The District legal counsel and insurance carrier of record have reviewed the Memorandum of Understanding.

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
St. Cloud State University

MEMORANDUM OF AGREEMENT
FOR STUDENT TRAINING EXPERIENCE

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 St. Cloud State University, St. Cloud, Minnesota and Independent School District No. 271 of Hennepin County, Minnesota. 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 training experiences for the student of the University and to identify the responsibilities of the University and the Site.

A. THE PARTIES UNDERSTAND THAT:

1. The University has Teacher Preparation Programs (the "Program") for qualified students enrolled in the University; and
2. The University has been given authority to enter into Agreements regarding academic programs; and
3. The Site has facilities for providing a suitable training experience that meets the educational needs of students enrolled in the Program of the University; and
4. It is in the general interest of the Site to provide opportunities for University students to learn and develop skills and qualifications needed to achieve the student's occupational goals and satisfy the Program requirements while assisting in the development of trained personnel to meet future area employment needs; and
5. The University and the Site want to cooperate to furnish a training experience at the Site for students of the University enrolled in the Program; and
6. Participation in the activities outlined in this agreement do not make University faculty and students employees of the Site. An employment relationship may exist if independently created between the individual and the Site/University.

B. RESPONSIBILITIES OF EACH PARTY

1. The University agrees to:

- a. make arrangements with the Site for a training experience at the Site that will support and meet any applicable Program requirements.
- b. provide a list of student placements prior to the start of the experience (student name, licensure, experience dates, name of school and cooperating teacher assigned to).
- c. make periodic visits to the Site's training site to observe the student or receive periodic reports from the Site and/or the student, and discuss the student's performance and progress with the student and any site supervisor at the Site, as needed.
- d. discuss with the Site any problems or concerns arising from the student's participation.
- e. notify the Site in the event the student is no longer enrolled in the Program at the University.

- f. assist in the evaluation of the student's performance in the training experience.

2. The Site agrees to:

- a. cooperate with the University in providing a mutually agreeable training experience at the Site that supports the student's educational goals.
- b. supply to the student teacher so placed by the university an opportunity to work in a teaching-learning situation under the supervision of a practicing teacher who holds a continuing license and has; at least three years total teaching experience.
- c. conduct any required background checks if required by the Site
- d. consult with the University about any difficulties arising at the Site that may effect the student's participation.
- e. assist in the written and verbal evaluation of the student's performance, and provide time for consultation with the University concerning the student, as needed.
- f. permit students from the University to devote a reasonable amount of time in observation, participation and student teaching in the school. Student teaching and field experiences shall be under the direction of the Superintendent/Director of the School, in accordance with the policy, procedures and regulations determined by the parties, and as governed by the licensure rules of Minnesota.
- g. not replace any of its employees nor fill any vacancies normally filled by an employee with a student teacher assigned under this agreement. Therefore, a student teacher shall not act as a substitute teacher.

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 University'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 September 15, 2018 or when fully executed, and shall remain in effect for five years from the date of this contract. 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 University and the Site each agree to bear their own costs associated with this Agreement.
- b. Honorarium: In consideration of the above, the University will pay an honorarium to the Site, for each student assigned as a student teacher. The amount and distribution of these funds will be determined by current Site and MnSCU policies and procedures. Distribution will be made by the Site, unless District policy requires another arrangement.

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 University nor the Site 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 Site agrees that in fulfilling the duties of this Agreement, the Site 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 University 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 University’s written and electronic information as public, private or confidential. The Site may use data about students only for purposes authorized under this Agreement. Except as otherwise provided in law or University policy, data on students is private and may not be shared with any other party. If the Site receives a request from a third party for any data provided to the Site by the University, the Site agrees to immediately notify the University. The University will give the SITE instructions concerning the release of the data to the requesting party before the data is released and the Site agrees to follow those instructions.

10. STUDENT TRAINING EXPERIENCE AGREEMENT/CONTRACT

The student assigned to a training experience at the Site shall be required to sign a Student Training Experience contract before the student begins the training experience at the Site.

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.

SITE

St. Cloud State University

Authorized Site Representative

Dean: _____

Title _____

Date: _____

Date _____

AS TO FORM AND EXECUTION

By: (authorized University signature)

Title: _____

Date: _____

St. Cloud State University, part of the Minnesota State Colleges and Universities system, is an Equal Opportunity employer and educator.

RESOLUTION OF SCHOOL DISTRICT

RESOLVED, that the School Board of Independent School District 271 approves the Memorandum of Agreement for Student Training Experience between the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, St. Cloud State University, St Cloud, Minnesota and Independent School District 271 of Hennepin County, Minnesota. The term of the agreement is September 15, 2018 through September 15, 2023.

CERTIFICATION

STATE OF MINNESOTA

County of _____

I hereby certify that the foregoing resolution is a true and correct copy of resolution adopted by the Board of _____ School
District Name

District No. _____ at a duly authorized meeting thereof held on the
_____ day of _____, 20_____,
as shown by the minutes of said meeting.

Clerk