

MEMORANDUM OF UNDERSTANDING

Work Based Learning

This Agreement is made this ____ day of _____, 20__ by and between Volunteer State Community College, hereinafter referred to as "Institution" and _____ hereinafter referred to as "Partner".

Whereas, it is to the mutual benefit of the parties to provide work based experience for students enrolled in certain programs of the Institution, the parties have agreed to the terms and provisions set forth below:

I. Purpose - the purpose of this Agreement shall be to provide work based experience to students enrolled in the _____ program of the Institution.

A. Consideration for this Agreement shall consist of the mutual promises contained herein, the parties agreeing that monetary compensation may be paid by the Partner to the student at a rate commensurate with entry-level employees completing the same task.

B. The work based experience shall be provided at the Partner's Facility located at _____, hereinafter referred to as "Facility".

II. Terms and Conditions - pursuant to the above-stated purpose, the parties agree as

follows:

A. Term - the term of this Agreement shall be (from one to five years) commencing _____ and ending _____ ; provided however, either party may terminate this Agreement upon giving ____ days written notice to the other party.

This Agreement may be renewed with written approval of all parties for a total term of up to five years.

B. Placement of Students – As mutually agreed between the parties, the Institution may place students at the Facility each academic term.

C. Discipline - While engaged in the work based experience at the Facility, students will be subject to applicable policies of the Institution and the Partner.

Students shall be dismissed from participation in the Institution's program only after the appropriate disciplinary or academic policies and procedures of the Institution have been followed. However, the Partner may immediately remove from the Facility any student who poses an immediate threat or danger.

D. Specific Responsibilities – the parties agree as follows:

The Institution will:

1. Meet with the designated Partner representative to determine the specific needs of the student's Work Based Learning Program and develop a timeline of such deliverables.
2. Provide a course instructor who has met accreditation requirements and is an academic discipline expert in the area of study being pursued by the student.

The Partner will:

1. Provide a well-defined on-boarding training program which may include a company orientation with assessment measures and mentor.
2. Provide a structured training experience with a supervisor/mentor who is credentialed/experienced in the area of study being pursued by the student.
3. Take into consideration the student's class schedule in order to be flexible in meeting both the needs of the student during school as well as the needs of the Partner. The Partner may utilize alternate schedules (various shift work and/or weekend work) to meet their needs.
4. Collaborate with Course Instructor to develop set objectives for the students to work toward each semester and convey objectives to the students.
5. Administer timely student progress evaluations throughout the semester and provide the Institution with copy of these documents.
6. Arrange for emergency medical treatment to students if needed for illness or injuries suffered during the work based experience at the Facility. Such treatment shall be at the expense of the student.

E. Mutual responsibilities - Each party shall comply with all federal, state and municipal laws, advice, rules and regulations which are applicable to the performance of this Agreement, including, but not necessarily limited to:

1. Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, and Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, the Americans with Disabilities Act of 1990 and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
2. The Family Educational Rights and Privacy Act (FERPA). The Partner shall protect the confidentiality of the student's records and shall not release any information without written consent from the student unless required to do so by law.

F. Miscellaneous Terms - The following terms shall apply in the interpretation and performance of this Agreement:

1. Neither party shall be responsible for personal injury or property damage or loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible.
2. In the event any party directly or indirectly associated with this agreement fails to perform or breaches their agreed upon terms, conditions, activities, etc., the non-breaching party must provide a written notice to the breaching party within 30 days of breach outlining the alleged breach or breaches, giving the breaching party a reasonable amount of time to remedy the breach. The sole remedy for breach shall be immediate termination of agreement.
3. This Agreement shall in no way be interpreted as creating an agency or employment relationship between the parties.

In witness whereof, the parties, through their authorized representatives, have affixed their signatures below.

(INSTITUTION-VSCC Authorized Representative)

(PARTNER-Authorized Representative)

BY:

BY:

TITLE: Vice President, Economic & Community
Development

TITLE:

EMAIL:

DATE:

DATE: