**Memorandum of Agreement**

 **between**

 **Southern Crescent Technical College**

 **and**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **CHILD CARE SITE**

1. **Purpose**

The purpose of this Memorandum of Agreement (“Agreement”) is to provide instruction and practice for Southern Crescent Technical College Students (“Students”) at the [INSERT NAME OF CHILD CARE SITE]. The instruction and practice is intended to benefit the College’s Students in accomplishing their educational goals and create a highly trained work force.

1. **Parties**

Southern Crescent Technical College (hereinafter the “College”) and [CHILD CARE SITE] (hereinafter the “Facility”).

**III. Affiliating Agreement**

This is a mutual Agreement between the Facility and the College that provides for the Facility to accept early child care Students for a practicum or internship assignment and to provide a structured and supervised classroom environment and varied educational experiences to facilitate desired learning outcomes and practical, on the job training. In addition, this agreement provides:

A. Educational experiences will be provided by the College and the Facility without regard to race, color, national origin, sex, religion, disability, genetic information or age of the persons involved; provided however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude Participant’s participation in the program.

B. While the educational experiences contemplated by this agreement shall be offered jointly, the College shall maintain control over the curriculum offered the College’s Students and the Facility shall maintain control and responsibility for the children enrolled in the Facility.

C. Educational experiences will be of such content and cover such periods of time as may from time to time be mutually agreed upon by the College and the Facility. The starting and ending date for each individual educational experience shall be agreed upon before the experience commences.

D. The number of Students participating each semester shall be determined by mutual agreement of the parties and at any time may be modified by mutual agreement.

E. The Facility will furnish facilities for the Students in such manner and at such time as the parties herein mutually agree.

F. Practicum/Internship will be planned by the College faculty of the Early Childhood Care and Education program, in conjunction with the Facility’s representative, in order to meet requirements mandated by the College or any licensing/certification Board.

G. No College faculty or Student will receive monetary or other type of reimbursement from the Facility for work done during the Practicum/Internship. Nor shall any College faculty or Student hold him or herself out as an employee or agency of the Facility during the Practicum/Internship.

**IV. The Facility Agrees to the following:**

A. Provide appropriate classroom environments and educational and learning experiences for Students to enhance their knowledge of early childhood care and education. The number of hours and experience may vary depending on the class the student is enrolled in but will be mutually agreed upon with the College.

B. Ensure that the Facility has on file all documentation required for each Student to participate in a practicum or internship at the Facility in compliance with Georgia law and the Regulations of the Georgia Department of Early Child Care and Learning.

C. The Facility will retain responsibility for the care of the children enrolled at the Facility and will maintain administrative and professional supervision of Students, insofar as their presence affects the operation of the Facility and children under the Facility’s care.

D. Observe the following personnel policies:

1. College faculty and Students will be permitted to observe the College’s calendar for holidays and events.

2. Students will be allowed to make up time lost due to unavoidable absences.

3. Students shall conform to Facility policies regarding acceptable dress during the practicum/internship experience.

4. Faculty employed by the Technical College System of Georgia (“TCSG”) or the College will be under the full jurisdiction of the College’s administration.

E. The Facility shall maintain insurance as it deems advisable to protect itself as appropriate given the College’s limitations on liability for damages as described below in paragraph V subsections (H) and (I).

F. Make provisions for orientation of Students and College faculty members to the facilities, philosophies, and policies of the respective Facility. Such orientation shall include instruction on the Facility’s privacy policies and procedures particularly as related to confidential information.

G. Facility staff shall, upon request, assist the College in the evaluation of the learning and performance of participating Students. The Facility agrees to keep confidential any Student records or information it may obtain unless it has otherwise obtained prior written consent of the Student.

H. Provide on the job training related to early childhood care and education which complies with the Fair Labor Standards Act regarding trainees by meeting all six of the following criteria:

1. The training, even though it includes actual operation of the Facility, is similar to that which would be given at the College;
2. The training is for the benefit of the Students;
3. The Students do not displace regular employees of the Facility, but works under constant supervision of Facility employees;
4. The Facility that provides the internship derives no immediate advantage, economic or otherwise, from the activities of the Students and, on occasion, the operations of the Facility may even be impeded;
5. The Students are not entitled to a job at the Facility at the conclusion of the training period; and
6. The Facility and the Students understand that the Students are not entitled to wages for the time spent in training.

I. Provide a safe work environment for College faculty and Students.

J. Assist and cooperate with the College in investigations related to complaints related to the educational experience at the Facility.

**V. The College Agrees to the following:**

* 1. Ensure that the College’s Student Code of Conduct is enforced for the Student at the Facility. Any Student whose behavior, conduct, attitude, or attire is in conflict with the College’s Student Code of Conduct will be subject to appropriate disciplinary action.
	2. Provide credentialed College faculty to visit, observe and evaluate each Student’s success in meeting established learning objectives.
	3. Assure that only Students in good academic standing are recommended to the Facility for a practicum or internship.
	4. Conduct periodic conferences with Facility staff to discuss Student learning and Student performance.
	5. Submit a schedule with names of assigned Students at least two weeks prior to the beginning of the practicum or internship.
	6. Work collaboratively with the Facility regarding the schedule and selection of classroom assignments to maximize the learning experiences for participating Students.
	7. Require the observance of Facility policies and procedures by the Students and College faculty.

The College is self-insured under the State of Georgia, Department of Administrative Services, Risk Management Division, against tort claims, including comprehensive automobile liability, in the amount of one million ($1,000,000) per person and three million ($3,000,000) per occurrence; the College also maintains workers’ compensation insurance through the State of Georgia.

The College is prohibited by the Constitution of Georgia from contracting to indemnify or hold harmless any individual or entity.  Article VII, Sec. 4, Paragraph 8; Article III, Sec. 6, Para. 6, Constitution of the State of Georgia.  The College will be liable only for personal injury or property damage caused by acts or omissions of its employees in the performance of this contract to the extent provided by the Georgia Tort Claim Act (O.C.G.A. 50-21-20 et seq.)

Maintain the following information on each Student and College faculty member who will be participating in Practicums/Internships:

[INSERT AS APPROPRIATE. (Examples, “clearance letter” from DECAL, name, address, insurance information, etc.)]

**VI. Withdrawal/Non-Acceptance of Student from Practicum/Internship**

The Facility may request the College withdraw any Student from a practicum or internship in its Facility whose work or conduct may have a detrimental effect on the Facility’s enrolled children or personnel; and/or reserves the right not to accept any Student who has previously been discharged by the Facility for non-discriminatory reasons, including but not limited to criminal or fraudulent activity, perceived lack of competency or failure to comply with the policies, procedures and rules of the College or Facility.

The College may request the withdrawal from the Facility of any Student whose progress, achievement, or adjustment does not justify continuance in the educational experience at the Facility.

**VII. Representatives**

Any communication regarding this contract should be directed to the following representatives:

For the College:

[Program Dean]

For the Facility:

[INSERT Name of Site Supervisor]

**VIII. Prohibition of Gratuities**

All of the parties hereby certify that the provisions of O.C.G.A. § 45-10-20 through § 45-10-28, which prohibit and regulate certain transactions between State Officials, employees and the State of Georgia, and O.C.G.A. § 45-1-6, which prohibits gratuities, have not been violated and will not be violated in any respect throughout the term of this Contract.

**IX. Additional Mutual Agreements**

[INSERT AS APPROPIATE. If no additional terms insert “Intentionally left blank.”]

**X. Miscellaneous**

**Term -** The terms and conditions of this agreement shall be periodically reviewed by the parties.

This agreement will remain in effect until [INSERT SPECIFIC EXPIRATION DATE, RECOMMENDED NOT MORE THAN THREE ACADEMIC YEARS.]

Either party may terminate this agreement upon a 90 day notice in writing to the other party. However, if either party elects to terminate this agreement it is understood that Students enrolled in the program shall be given the opportunity to complete the full program.

**Entire Agreement -** This Agreement, together with any documents incorporated herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or contracts. No written or oral agreements, representations, statements, negotiations, understandings, or discussions which are not set out, referenced, or specifically incorporated into this Agreement shall in any way be binding or of effect between the parties.

**Assignment -** Neither party shall not assign this Agreement, in whole or in part, without the prior written consent of the other party, and any attempted assignment not in accordance herewith shall be null and void and of no force or effect.

**Applicable law -** This Agreement shall be governed in all respects by the laws of the State of Georgia.

**Amendments in Writing -** No amendment of this Agreement, or any of the terms or provisions hereof, shall be binding upon either party except by a writing executed by both parties.

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Southern Crescent Technical College - President Date

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Facility Signing Party, Title Date

Southern Crescent Technical College does not discriminate on the basis of race, color, creed, national or ethnic origin, gender, religion, disability, age, political affiliation or belief, genetic information, disabled veteran, veteran of the Vietnam Era, spouse of military member or citizenship status (except in those special circumstances permitted or mandated by law). This nondiscrimination policy encompasses the operation of all technical college-administered programs,  programs financed by the federal government including any Workforce Investment Act of 1998 (WIA) Title I financed programs, educational programs and activities, including admissions, scholarships and loans , student life, and  athletics.  It also encompasses the recruitment and employment of personnel and contracting for goods and services. The following persons have been designated to handle inquiries regarding the nondiscrimination policies:  Title IX/Equity Coordinator (Griffin Campus, Butts County Center, Henry County Center, and the Jasper County Center) Toni Doaty, Griffin Campus, Room 303, 501 Varsity Road, Griffin, GA 30223, (770)228-7382, *tdoaty@sctech.edu*; ADA/Section 504 Coordinator (Griffin Campus, Butts County Center, Henry County Center, and the Jasper County Center) Teresa Brooks, Griffin Campus, Room 303, 501 Varsity Road, Griffin, GA 30223, (770)228-7258,*tbrooks@sctech.edu**;* Title IX/Equity and ADA/Section 504 Coordinator (Flint River Campus and Taylor County Center) Mary Jackson, Thomaston Campus, Room 252A, 1533 Highway 19 South, Thomaston, GA 30286, (706)646-6224, *mjackson@sctech.edu*. Title IX/Equity and ADA/Section 504, (Employee complaints) Sharon Irby, Griffin Campus, Human Resources, 501 Varsity Road, Griffin, Georgia 30223, (770)229-3454, *sirby@sctech.edu*.  Any complaints filed against the Title IX/ Equity Coordinator or ADA/Section 504 Coordinator on any campus/center shall be handled by Xenia Johns, Griffin Campus, Room 700, 501 Varsity Road, Griffin, GA 30223, (770)228-7348, *xjohns@sctech.edu*.

**THE FOLLOW ADDITIONAL PROVISIONS CAN BE ADDED TO THE AGREEMENT ONLY IF REQUESTED BY THE FACILITY:**

*(Add to the end of section III. Affiliating Agreement)*

**Background Check, Drug Screen, Fingerprints**

**Ideal (Internship handles everything):**

Before the student begins his or her educational experience at the Facility, each Student will be required by the Facility to submit to [drug testing, fingerprint records check, criminal history name check, etc.]. The Facility shall request and maintain copies of any requested/required testing/activities. The Facility shall inform the College as to whether or not the Student successfully completed all required tests/activities. However, the Facility shall not share any specific deficiencies with the College. A Student who refuses or fails to meet the Facility’s established standards on these test/activities or, as applicable, DECAL Regulations may not be accepted by the Facility or be withdrawn from participation in the practicum or internship at the Facility’s request.

**Confidentiality**

**Ideal:**

Student and College Faculty shall not disclose to any third party, except as permitted or required by law or approved by the Facility in writing, any Student educational records or other information. Students and College faculty shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations and policies of the Facility regarding the confidentiality of the children’s information.

**Acceptable additions:**

To the extent permitted by the Georgia Open Records Act (O.C.G.A. § 50-18-70 et seq.), College agrees that the College will not disclose to others confidential information of the Facility obtained during the course of the clinical experience. Information which the Facility wishes considered confidential shall be clearly marked and identified as “confidential.” No copies of confidential information shall be provided to College, College faculty or Students; all written copies are to remain at the Facility. Confidential information shall not include the terms and conditions of this Agreement or any other document the College would be required to produce under the Georgia Open Records Act.

**Licensing**

The College will not knowingly assign any College faculty to the Facility who is not appropriately licensed or certified, and will make evidence of the licensure or certification of its assigned faculty available to the Facility upon request.