

**Mott Community College, Office of Professional Development & Experiential Learning &
Community Partner Agreement**

PURPOSE OF AGREEMENT WITH COMMUNITY PARTNER:

To provide a deeper understanding of guidelines and expectations for Mott Community College (MCC) students, faculty and staff members and the Community Partner (CP) who collectively participate in service-learning (SL) courses and activities.

This agreement should reflect the creation of positive service-learning experiences and mutual benefit for MCC students, faculty and staff members and the Community Partner.

Mott Community College’s mission is to provide high quality, accessible and affordable educational opportunities and services—including programs focused on university transfer, technical and lifelong learning, as well as workforce and economic development—that promote student success, individual development, and improve the overall quality of life in a multicultural community.

Service-learning is defined as a teaching and learning strategy that integrates meaningful community service with instruction and reflection to enrich the learning experience, teach civic responsibility and strengthen communities.

Mott Community College believes that appropriate service-learning activities can enhance student learning, the performance of the Community Partner and overall community quality of life.

The [identify Community Partner by name]’s mission is to...[insert CP mission statement here].

Community Partner’s contact information is as follows:

Address: _____ City: _____ ZIP: _____

Telephone: _____ Fax: _____

Contact Person: _____ Contact Person’s Telephone: _____

Contact Person’s Email Address: _____

This agreement is entered into between Mott Community College (MCC), 1401 E. Court St., Flint, MI 48503, and _____, hereafter referred to as “Community Partner.”

In consideration of the agreements set forth herein, MCC’s Office of Professional Development & Experiential Learning and the Community Partner agree as follows:

Effective Date. The effective date of this Agreement shall be _____.

Term. The term of this Agreement shall commence on _____ and shall end at midnight on _____ subject to the termination provisions contained on page 4.

EXPECTATIONS OF THE PARTIES TO THIS AGREEMENT

MCC students, faculty and staff members will:

- a. Model appropriate professional behavior when working with clients, CP staff, and community members when serving at the Community Partner.
- b. Meet the Community Partner's service goals.
- c. Abide by all policies and practices of the Community Partner, including maintaining client confidentiality.
- d. Be on-time and reliable.
- e. When at all feasible, call at least 24 hours in advance if unable to perform service during the scheduled time.
- f. Refrain from drug or alcohol use prior to or during service at the site.
- g. Become familiar with the neighborhood and environment of the service site with assistance from the Community Partner.
- h. Report immediately any suspicions of abuse, neglect, or criminal activity to both the Community Partner Site Supervisor and the relevant MCC faculty member.
- i. Avoid service with vulnerable client populations until clearing all Criminal History Background Checks and/or other processes required by MCC and/or the Community Partner or by law.

Community Partner Site Supervisor or his/her Designee will:

- a. Provide specific training and any orientation needed by MCC students, faculty and staff members prior to the beginning of their service at the Community Partner site. Necessary training can be provided through collaboration among the Community Partner, the relevant MCC faculty member and the MCC Office of Professional Development & Experiential Learning.
- b. Ensure that MCC students, faculty and staff members are aware of the unique nature of the population, clients and environment of the Community Partner site and have received an orientation and any additional training the Community Partner deems necessary to successfully complete the service experience.
- c. Support MCC students, faculty and staff members as they interact with Community Partner personnel, clients and volunteers, and provide guidance and advice as necessary and appropriate.
- d. Complete an evaluation regarding the quality of service provided to the Community Partner by MCC students, faculty and staff.
- e. Ensure compliance with all federal, state and local laws.
- f. Assist in surveying the site environment to determine the level of risk and appropriate Risk Management policies.
- g. Upon request, provide the MCC Office of Professional Development & Experiential Learning with any documentation related to the maintenance of the Community Partner Agreement.

Mott Community College Office of Professional Development & Experiential Learning will:

- a. Inform MCC students, faculty and staff that they must abide by the Community Partner's rules, regulations and policies while participating in service-learning activities on behalf of the Community Partner.
- b. Work in partnership with the Community Partner and faculty/staff to design service experiences that meet the needs of the Community Partner and the learning objectives of MCC students, faculty and staff.
- c. Assist, when requested, MCC students, faculty and staff with ongoing reflection activities.

TERMS OF THE AGREEMENT

1. Non-Discrimination. The Community Partner recognizes that MCC has a policy which states, in part: The College does not discriminate in educational or employment opportunities or practices on the basis of race, color, religion, gender, national origin, veteran's status, age, disability unrelated to an individual's ability to perform adequately, height, weight, marital status, political belief, sexual orientation, or any other characteristic protected by law. This policy governs all aspects of employment, including, but not limited to, academic decisions, selection, job assignment, compensation, discipline, termination, and access to benefits and training.
2. Refusal of Access. The Community Partner may refuse access to its premises to any MCC student, faculty or staff member who the Community Partner finds to be unable to participate in the service experience at the premises of the Community Partner for reasons related to safety, health, non-compliance with applicable laws, personal or professional behavior.
3. Representation and Non-Displacement. The students, faculty and staff members of MCC participating in the service experience with the Community Partner shall not be considered employees of the Community Partner during their experience, and said persons shall not be entitled to any benefits provided by the Community Partner to its employees, including, but not limited to, any type of health insurance coverage, wages, fringe benefits, or unemployment benefits. The duties performed by MCC students while participating in service activities are being performed in fulfillment of service requirements of MCC. The student, faculty or staff member of MCC may not displace a Community Partner employee or position, including partial displacement such as reduction in hours, wages or employment benefits, as a result of the use by such Community Partner of a MCC student, faculty member or staff member in a program or project.
4. Status of Students. Students shall at no time during this agreement be considered officers, employees, agents or volunteers of MCC.
5. Insurance. All MCC students, faculty and staff members assigned to the Community Partner for service experiences shall be covered by the Community Partner's volunteer liability or general commercial liability insurance. Such insurance shall have limits of at least \$1 million (per occurrence) and \$3 million (per aggregate). Upon signing this Agreement, the Community Partner agrees to provide a copy of a certificate of liability insurance to MCC's Executive Dean of Professional Development & Experiential Learning. The Community Partner further agrees to continue coverage and assumes responsibility to notify MCC of any changes or discontinuance of coverage. The Community Partner, upon request of MCC, will provide MCC with proof that it carries volunteer liability or general commercial liability and other insurances required by law.
6. Compliance with Policies, Regulations and Rules. Students, faculty and staff members of MCC assigned to the Community Partner for service experiences will comply with the policies, regulations and rules of the Community Partner while engaged in said service. Both MCC and the Community Partner will mutually agree upon responsibility for the orientation of the MCC students, faculty and staff members assigned to the Community Partner.
7. Criminal History Checks. The Community Partner shall be responsible for ensuring compliance with all federal and state laws regarding criminal history checks or any other screening requirements imposed by law or by the policies of the Community Partner.

8. **Endorsement.** Nothing contained in this Agreement shall be construed as conferring on any party hereto any right to use the other party's name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other party. Furthermore, nothing in this Agreement shall be construed as endorsement of any commercial product or service by MCC, its officers or employees.
9. **Copyright Ownership.** All creative work related to artistic or graphic design that is completed by a student is copyrighted to the student. A student may agree, in writing, to relinquish their copyright to the Community Partner.
10. **Hold Harmless.** MCC shall indemnify and hold harmless the Community Partner from any and all claims, loss, liability, damage and expenses caused by a negligent act or omission of a MCC student, faculty or staff member while involved in the service experience with the Community Partner. The Community Partner shall indemnify and hold harmless MCC from any and all claims, loss, liability, damage and expenses caused by a negligent act or omission of the Community Partner, including its employees, officers, and agents.
11. **Arbitration.** MCC and the Community Partner agree that if a dispute between them should develop concerning the terms and conditions of this Agreement, rather than filing a civil action, the parties agree that any such dispute shall be finally resolved through arbitration in accordance with MCLA 600.5035.
12. **Persons to Notify.** In the event that either party to this Agreement believes it is necessary to provide written notice to the other party, such notice shall be delivered to the following persons:

Mott Community College
 Debra Gibes
 Office of Professional Development
 & Experiential Learning
 1401 E. Court St., Flint, MI 48503

Community Partner Name: _____
 Community Partner Contact: _____
 Address: _____
 City, State, ZIP: _____

13. **Termination:** Either party may terminate this agreement if it is that party's decision that termination is in its best interest. The terminating party will provide no less than sixty (60) days written notice to the non-terminating party. Before issuing such a notice, the terminating party shall offer to meet with the non-terminating party to discuss the reason(s) that termination is desired in order to determine if termination can be avoided. MCC students, faculty and staff members then participating in the service experience will be given the opportunity to, if appropriate in the context of the reasons for termination, complete their service at the Community Partner site.
14. **Applicable Laws.** This Agreement shall be governed by the laws of the State of Michigan.
15. **Entire Agreement.** MCC and the Community Partner agree that this is the Entire Agreement between the parties, and it may be amended only by written agreement of the parties. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
16. **Renewal Process.** If neither party to this Agreement notifies the other party in writing at least thirty (30) days prior to the term end date stating the party will not extend this Agreement for an additional year, then it shall be deemed that MCC and the Community

Partner have renewed and extended the Term of this Agreement for an additional one (1) year.

17. Non-Assignment. MCC and the Community Partner agree that the duties and obligations set forth in this Agreement shall not be assigned or in any way transferred to any other person or entity, without the written consent of MCC and the Community Partner.
18. Severability. If any provision of this Agreement is held invalid by any law, rule, order of regulation of any government or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision not held to be invalid.

This Agreement has been executed by duly authorized representatives of MCC and the Community Partner on the date(s) given below.

For Mott Community College:

For the Community Partner:

Printed Name: _____

Printed Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

Printed Name: _____

Signature: _____

Title: _____

Date: _____

The above agreement must be signed by two representatives from Mott Community College in order for it to be executed. These individuals are: Dr. Amy Fugate, Vice President of Academic Affairs, and Debra Gibes, Faculty Director for Experiential Learning. Once signed, an original copy of this Community Partner Agreement should be returned to Debra Gibes, Office of Professional Development & Experiential Learning, Mott Community College, 1401 E. Court St., Flint, MI 48503. Questions may be directed to Debra Gibes at 810.410.1050 or at debra.gibes@mcc.edu.