

**CITY OF ST. FRANCIS
ST. FRANCIS, MN**

CITY HALL

23340 CREE STREET NW

Special City Council Meeting

October 23, 2017

5:30 PM

- 1) Call the Meeting to Order
- 2) Roll Call
- 3) Public Works Internship Agreement
- 4) Hire Public Works Water/Wastewater System
Operations Special Contingent upon passing all
pre-employment testing and showing up for work the
first day scheduled
- 5) Discussion on Providing Police Protection to the
City of Oak Grove
- 6) Other Business
- 7) Adjournment

**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

3

TO: Joe Kohlmann, City Administrator
FROM: Paul Teicher, Public Works Director
SUBJECT: WETT Program Student Internship
DATE: 10-23-2017

OVERVIEW:

A current student in the Water Environment Technologies Program approached the Public Works Department and asked if he could do a 1 week internship with the City in the Water Department. An internship is required for all students enrolled in the WETT program. Our water treatment plant is suitable for the proper training experience and meets the educational needs of the students enrolled in the program. The City is able to provide a site where students can learn and develop skills needed to gain entry into the field of water and wastewater treatment. Having the opportunity to teach and develop future operators is an exciting endeavor.

ACTION TO BE CONSIDERED:

Council is asked to consider authorizing the Public Works Director sign agreement with St Cloud Technical and Community College for student training experience/internship.

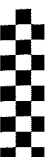
BUDGET IMPLICATION:

None: This is an unpaid internship.

Attachments:

- Memorandum of Agreement

MEMORANDUM OF AGREEMENT FOR STUDENT TRAINING EXPERIENCE/INTERNSHIP



- b. make periodic visits to the Facility's training site to observe the student or receive periodic reports from the Facility and/or the student, and discuss the student's performance and progress with the student and any site supervisor at the Facility, as needed.
- c. discuss with the Facility any problems or concerns arising from the student's participation.
- d. notify the Facility in the event the student is no longer enrolled in the Program at the College/University.
- e. keep any necessary attendance and progress records as set forth in the College/University attendance policy.
- f. assist in the evaluation of the student's performance in the training experience.

2. The Facility agrees to:

- a. cooperate with the College/University in providing a mutually agreeable training experience at the Facility that supports the student's educational and occupational goals.
- b. consult with the College/University about any difficulties arising at the Facility's training 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/University concerning the student, as needed.
- d. sign the weekly work report 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/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 October 23, 2017 or when fully executed, and shall remain in effect until October 27, 2017. 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/University and the Facility each agree to bear their own costs associated with this Agreement and that no payment is required by either College/University or the Facility to the other party.
- b. The Facility is not required to reimburse the College/University faculty or students for any services rendered to the Facility or its customers 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/University nor the Facility 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 Facility agrees that in fulfilling the duties of this Agreement, the Facility 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/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 College/University's written and electronic information as public, private or confidential. Except as otherwise provided in law or College/University policy, data on students is private and may not be shared with any other party. If the Facility receives a request from a third party for any data provided to the Facility by the College/University, the Facility agrees to immediately notify the College/University. The College/University will give the FACILITY instructions concerning the release of the data to the requesting party before the data is released and the Facility agrees to follow those instructions.

10. **STUDENT TRAINING EXPERIENCE/INTERNSHIP AGREEMENT**

The student assigned to a training experience/internship at the Facility shall be required to sign a Student Training Experience/Internship Agreement (see Attachment A attached to this Agreement and made part of it) before the student begins the training experience/internship at the Facility.

11. **NON-DISCRIMINATION**

The Facility recognizes that it is the policy of the College/University 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 Facility 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 Individualized Training Plan for the student can be modified or dissolved at any time upon the mutual agreement of the Facility and College/University.

FACILITY

Name: _____

Authorized Facility Representative

Title: _____

Date: _____

**Minnesota State Colleges and Universities
St Cloud Technical and Community College**

Name: _____

Dean: _____

Date: _____

AS TO FORM AND EXECUTION

By: (authorized College/University signature)

Title: _____

Date: _____

ATTACHMENT A
STUDENT TRAINING EXPERIENCE/INTERNSHIP AGREEMENT

Name of College/University: St. Cloud Technical and Community College

Name of College/University Program ("the Program"): WETT

Type of Training Experience/Internship: _____

Dates of Training/Internship: 10/23/17 - 10/27-17

Student's Name: Blake Witek Phone #: 763-318-9495

Average number of hours to be worked by the Student each week: _____

Facility Name and Address: _____

Location Where Training will Occur (if different from Facility's Address above): _____

Facility Representative's Name: _____ Phone #: _____

Activities/Job tasks and skills the Student will learn:

Tools and Equipment the Student will use:

STUDENT RESPONSIBILITIES

In exchange for the opportunity to participate in the training experience/ internship at the Facility, the Student agrees to:

1. Keep regular attendance and be on time, both at school and at the Facility's training site. The Student will promptly notify the Facility's training site if unable to report. The Student's placement will automatically terminate if the Student terminates his/her enrollment in the Program or is no longer enrolled as a student at the College/University.
2. Demonstrate honesty, punctuality, courtesy, a cooperative attitude, desirable health and grooming habits, desirable/required dress and a willingness to learn; and
3. Furnish the coordinating College/University instructor with all necessary information and complete all necessary reports requested by the instructor. Submitting falsified reports is cause for immediate expulsion from the Program; and
4. Conform to all rules, regulations, and policies including health, safety, and work environment of the Facility, follow all instructions given by the Facility and always conduct myself in a safe manner; and

5. Consult with the College/University instructor/lab assistant about any difficulties arising at the Facility's training site; and
6. Be present at the Facility's training site on the dates and for the number of hours agreed upon; and
7. Not terminate his/her participation in the training experience at the Facility without first consulting with the College/University's instructor/lab assistant.

The Student also understands and agrees that:

- a. placement and participation in this training experience is not employment with the College/University or Facility;
- b. the Student is not covered by the College/University worker's compensation coverage; and
- c. the Student will not receive any money or compensation or benefits of any kind from the College/University in exchange for his/her participation in the training experience.

The Student also understands that the Facility does not promise or guarantee any future employment for the student.

The Student understands that he/she is responsible for providing his or her own health insurance and for any and all medical expenses incurred by him/her related to any injury, loss or illness sustained by him/her while participating in the training experience at the Facility.

Student's Signature: 

Student's Name (please print): Blake Woitel

Date: 10/10/17

Name of Student's Parent (required for students under 18 years of age) (please print):

Parent's Signature: _____

Date: _____

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

**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

4

TO: Joe Kohlmann, City Administrator
FROM: Paul Teicher, Public Works Director
SUBJECT: Water and Wastewater Systems Operator Appointment
DATE: 10-23-2017

OVERVIEW:

At the August 21, 2017 Council Meeting the City Council accepted the letter of resignation of a Water Waste Water Systems Operator and authorized Staff to fill the vacancy. Through a 3 step interview process, staff has picked Michael Harris as the top candidate. Michael was offered the position on October 19th contingent upon City Council approval and successfully completing a workplace assessment, background check and medical exam.

ACTION TO BE CONSIDERED:

It is recommended that City Council make a motion to hire Michael Harris for the position of Water and Wastewater System Operator, pending test results with City policy standard requirements, and be placed at step one on the pay scale.

BUDGET IMPLICATION:

This is an existing budgeted position.

Attachments:

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