

## STATE OF MINNESOTA MINNESOTA STATE COLLEGES AND UNIVERSITIES

# MEMORANDUM OF AGREEMENT FOR STUDENT TRAINING EXPERIENCE/INTERNSHIP

This Agreement is made between the	State of Minnesota actin	g through its Board	of Trustees of the	
Minnesota State Colleges and Univer	sities, on behalf of Bemidj	i State University, B	emidji, Minnesota ("	the
College/University") and [Internship :	Site/Facility]:			
Address:	City:	State:	Zip Code:	
("the Internship Site"). 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/internship experience for the student of the University and to identify the responsibilities of the University and the Internship site.

#### A. THE PARTIES UNDERSTAND THAT:

- 1. The University has an Internship Program (the "Program") for qualified students enrolled in the Bemidji State University; and
- 2. The University has been given authority to enter into Agreements regarding academic programs; and
- 3. The Internship site has facilities for providing a suitable training experience that meets the educational needs of students enrolled in the Program of the College/University; and
- 4. It is in the general interest of the Internship site to provide a training site where University students can 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 Internship site want to cooperate to furnish a training experience at the Internship site for students of the University enrolled in the Program.

#### B. RESPONSIBILITIES OF EACH PARTY

- 1. The University agrees to:
  - a. make arrangements with the Internship site for a training experience at the Internship site that will support the student's occupational goals and meet any applicable Program requirements.
  - b. make periodic visits to the Internship site's training site to observe the student or receive periodic reports from the Internship Site and/or the student, and discuss the student's performance and progress with the student and any site supervisor at the Internship site, as needed.
  - c. discuss with the Internship site any problems or concerns arising from the student's participation.
  - d. notify the Internship site in the event the student is no longer enrolled in the program at the University.
  - e. keep any necessary attendance and progress records as set forth in the University attendance policy.
  - f. assist in the evaluation of the student's performance in the training experience.

#### 2. The Internship Site agrees to:

a. cooperate with the University in providing a mutually agreeable training experience at the Internship site that supports the student's educational and occupational goals.

- b. consult with the University about any difficulties arising at the Internship site'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 University concerning the student, as needed.
- d. sign the weekly work report to verify the student's attendance.

#### C. 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.

D.	TERM OF AGREEMENT	
	This Agreement is in effect from _	
	effect until	(The maximum term must be equal to or less than five years, and
	recommended end date of Dec. 3:	1 <sup>st</sup> .) This Agreement may be terminated by giving at least seven (7)
	days' advance oral notice to the o	ther parties, with a follow up letter confirming termination delivered
	to the other party on or before the	e actual termination date.

#### E. FINANCIAL CONSIDERATION

- The University and the Internship site each agree to bear their own costs associated with this
  Agreement and that no payment is required by either University or the Internship site to the
  other party.
- 2. The Internship site is not required to reimburse the University faculty or students for any services rendered to the Internship site or its customers pursuant to this Agreement.

#### F. 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.

#### G. ASSIGNMENT

Neither the College/University nor the Internship site shall assign or transfer any rights or obligations under this Agreement without first obtaining the written consent of the other party.

#### H. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE

The Internship site agrees that in fulfilling the duties of this Agreement, the Internship 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 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.

#### I. 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. 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 Internship site receives a request from a third party for any data provided to the Internship site by the University, the Internship site agrees to immediately notify the University. The University will give the Internship site instructions concerning the release of the data to the requesting party before the data is released and the Internship site agrees to follow those instructions.

#### J. 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 Internship site/facility.

#### K. NON-DISCRIMINATION

The Internship site/Facility recognizes that it is the policy of the 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 Internship site 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 Internship site and University.

INTERNS	HIP SITE / FACILITY	Minnesota State Colleges and Universities BEMIDJI STATE UNIVERSITY	
Name: Authorized Internship site/Facility Representative		Name: Individual who initiated the agreement	
		Dean:	
Title:		College of:	
Signature	e:	Signature:	
Date:		Date:	
<ol> <li>Obtain Facility authorized</li> <li>Obtain Dean of originating</li> <li>Once signatures from the original document to Care Career Services         <ul> <li>Internship &amp; Employm</li> <li>1500 Birchmont Drive</li> </ul> </li> <li>Copies of document will be considered.</li> </ol>		Facility site and Dean are complete, please route eer Services for recording and distribution.  The services for recording and distribution.	

### Bemidji State University Internship Agreement Form

(Attachment A)

### **Student Intern**

Name:	Student ID: _			
Phone:				_
Student Major:		Non-Credit Credit You must registe	# of credits* r for internship credi	t
Internship Coordinator:		_	- To meemomp ereal	
Internship Site				
Name of Employment Site:				
Address:	City:		State:	_
Student Intern Title:				
Supervisor Name:	Supervisor Ti	tle:		
Phone:	Email:			
Average number of hours to be wo	rked by the Student each week:			_
Begin Date: End Date:		□ Paid Comper lid internships ple or Standards Act	nsation: \$/h ease refer to the	our
Internship Job Description & Le	arning Objectives:			
Evaluation Procedures:				

Continues on next page

#### **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.

#### **Agreement Signatures:**

Student's Signature:	Date:
Internship Site Supervisor:	Date:
Faculty Internship Coordinator:	Date:
Career Services Staff received from:	Date:

<u>Bemidji State University</u>, part of the Minnesota State Colleges and Universities system, is an Equal Opportunity employer and educator. This document is available in alternative formats to individuals with disabilities by calling 1-800-475-2001 or 218-755-3883.