

STATE OF MINNESOTA  
MINNESOTA STATE COLLEGES AND UNIVERSITIES  
BEMIDJI STATE UNIVERSITY

MEMORANDUM OF AGREEMENT  
FOR STUDENT TRAINING EXPERIENCE/INTERNSHIP  
FOR NON-ALLIED HEALTH PROGRAMS

This Agreement is made between the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of BEMIDJI STATE UNIVERSITY, Bemidji, Minnesota (“the College/University”) and Duluth Public Schools ISD #709, Duluth, Minnesota (“the Facility”). 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 College/University and to identify the responsibilities of the College/University and the Facility.*

**A. THE PARTIES UNDERSTAND THAT:**

1. The College/University has a Professional Education Program (the “Program”) for qualified students enrolled in the College/University; and
2. The College/University has been given authority to enter into Agreements regarding academic programs; and
3. The Facility 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 Facility to provide a training site where College/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 College/University and the Facility want to cooperate to furnish a training experience at the Facility for students of the College/University enrolled in the Program.

**B. RESPONSIBILITIES OF EACH PARTY**

1. **The College/University agrees to:**
  - a. make arrangements with the Facility for a training experience at the Facility that will support the student’s occupational goals and meet any applicable Program requirements.

- 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 July 1, 2015 or when fully executed, and shall remain in effect until June 30, 2019. 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. Honorarium: In consideration of the above, the University will pay an honorarium not to exceed \$225 for each full time student teacher. Honorariums for placements less than 15 weeks will be prorated. This honorarium will be paid to the Facility OR to the cooperating teacher, for each student assigned as a student teacher. The distribution of these funds will be determined by the current Facility and MNSCU policies and procedures. Distribution will be made by the Facility, unless District policy requires another arrangement. Honorariums shall be encumbered by a purchase order before the beginning of each student teaching

assignment. Payment shall be made after the Bemidji State University verifies the student has completed the student teaching assignment and notifies Accounts Payable to make payment.

- 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. **DATA PRIVACY**

The requirements of Minnesota Statute Section 13.05, subd. 11 apply to this contract. 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. The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and 34 C.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this agreement.

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.*

**DULUTH PUBLIC SCHOOLS**

Name: WK Hanson

Authorized Facility Representative

Title: CFO

Date: 5/15/15

**Minnesota State Colleges and Universities  
BEMIDJI STATE UNIVERSITY**

Name: \_\_\_\_\_

Dean: Dr. James Barta, Dean, HSHE

Date: \_\_\_\_\_

**AS TO FORM AND EXECUTION**

By: (authorized College/University signature)  
Dr. Patrick Guilfoile

Title: Associate Vice President of Academic Affairs

Date: \_\_\_\_\_

**EXAMPLE OF STUDENT DOCUMENT**

**ATTACHMENT A  
STUDENT TRAINING EXPERIENCE/INTERNSHIP AGREEMENT**

Name of College/University: \_\_\_\_\_

Name of College/University Program ("the Program"): \_\_\_\_\_

Type of Training Experience/Internship: \_\_\_\_\_

Dates of Training/Internship: \_\_\_\_\_

Student's Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

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): \_\_\_\_\_

Date: \_\_\_\_\_

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

Parent's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Bemidji State University, part of the Minnesota State Colleges and Universities system, is an Equal Opportunity employer and educator.