

# MEMORANDUM OF UNDERSTANDING

## Polk State College Student Internship

This Memorandum of Understanding, effective \_\_\_\_\_ (dates) is between Polk State College, hereinafter referred to as **Polk State**; \_\_\_\_\_ (Internship Placement: business/organization), hereinafter referred to as **the Placement**; and \_\_\_\_\_ hereinafter referred to as **the Student**.

It is agreed by the aforesaid parties to be of mutual interest and advantage that the Polk State student involved in one of the academic programs at Polk State be given the opportunity for and benefit of experiential learning through an internship provided by the Placement.

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*The aforesaid parties understand the following:*

### **I. The Placement agrees to:**

1. Provide a planned, supervised program of internship experience that is mutually acceptable to Polk State and the Placement.
2. Maintain complete records and reports on the student's performance and provide written evaluations of the student's performance to Polk State at the end of the semester.
3. Request Polk State to engage in a joint evaluation of any student whose performance is questionable, whose personal characteristics seem to prevent desirable relationships within the Placement, or whose health status becomes a detriment to the student's successful completion of the internship.
4. Permit the inspection of the Placement facilities, records pertaining to the internship experience, student records, and such other items pertaining to the Polk State student's internship as necessary.
5. Assign an internship supervisor (an employee of the Placement), who shall be a person mutually agreeable to Polk State and the Placement and who shall be responsible for mentoring the student intern as well as supervising and evaluating the student's internship performance.
6. Immediately notify Polk State in writing of any change or proposed changes in the program.

### **II. Polk State agrees to:**

1. Send the name of the student intern to the Placement as soon as possible before the beginning date of the internship in order for the Placement to interview the Student and agree to provide the internship experience for said student.
2. Supply, with the student's permission, any additional relevant information required by the Placement prior to the employment of the student intern.
3. Assign to the Placement only those students who meet, so far as can be ascertained, the requirements of both the Placement and Polk State.
4. Make available a Polk State faculty or staff member to discuss with the Placement supervisor, the assignment to be assumed by the student in the internship program.
5. Comply with all established policies and practices of the Placement as such policies and practices are made known to Polk State. Polk State further agrees that students will be subject to all rules and regulations pertaining to regular employees of the Placement.

6. Notify all participating students that his/her appearance and performance on duty will be commensurate at all times with the position that they are preparing to assume.

**III. The student agrees to:**

1. Provide and maintain personal health, personal liability, and auto insurance as and where indicated, and complete any required background screenings (e.g., fingerprinting if required) at his/her own expense prior to beginning an internship.
2. Perform his/her duties in a professional manner and to follow the administrative policies and procedures of the Placement, including: confidentiality policies; human resources/personnel practices; Health Insurance Portability and Accountability Act (HIPAA); safety policies; Internship Placement protocol; etc., and if provided the student agrees to attend the Placement's employee orientation and/or any related training to facilitate this process.
3. Provide his/her own transportation and living arrangements and any other expenses incurred as part of the internship experience, such as supplies, Personal Protective Equipment, professional attire, etc.
4. Report to the Placement at the agreed-upon schedule of days, times, and hours on time, and to communicate in advance of a change regarding any variation to the agreed schedule. The student also agrees to follow all established rules and regulations during regularly scheduled operating hours of the Placement.
5. Abide by the **Polk State College Internship Handbook**, and by the Polk State College Code of Student Conduct, and any other documents pertinent to his/her specific Polk State department/program as may define or relate to professional behavior in internships.

**IV. It is mutually agreed that:**

1. Polk State and the Placement will indemnify, defend and hold each other innocent for and against any and all losses, damages, expenses, or other liabilities including attorneys' fees, court costs, and related costs of defense, arising from or in any way connected with claims for personal injury, death, property damage or contractual liability that may be asserted against Polk State or the Placement by any party(ies), which arise or allegedly rise out of action, inaction, or breach by their own employee, student, agent, or representative while in the conduct of the internship experience. Nothing herein shall be deemed a waiver of any available defense by Polk State College or of any limit on its liability, including limits under Section 768.28, Florida Statutes, whether the claim is brought under contract, tort, negligence, equity or any other legal cause of action.
2. The Placement will assess no fees to Polk State or student for the use of the Placement's resources in connection with this internship program.

**3. Particulars of the internship include:**

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**V. Terms of Agreement:**

1. Any of the above parties hereto may, upon giving thirty (30) days' written notice, terminate this Memorandum.
2. Revisions to this Memorandum become effective upon approval of the parties hereto through written communication from all parties.
3. Polk State is committed to and encourages equal opportunity/equity/access for its programs, services and activities and requests that Placements and Students commit to this as well. Therefore, Polk State and the Placement shall comply with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, and Title II of the Older Americans Amendments of 1975, and all related regulations, and assure that they do not, and will not, discriminate against any person on the basis of race, color, sex, creed, national origin, age or handicap under any program or activity receiving Federal financial assistance. Nothing in this agreement is intended to be contrary to State or Federal laws. In the event of conflict between terms of this agreement and any applicable State or Federal law, that State or Federal law will supersede the terms of this agreement. In the event of conflict between State and Federal laws, Federal laws will govern.
4. Periodic reviews of programs and policies will be conducted under the auspices of Polk State Office of the Vice President of Academic and Student Affairs.

*As signed and agree upon by:*

**Placement/Agency/Polk State Office representative Name of Placement/Agency/Office**

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

Signature and date: \_\_\_\_\_

**Polk State Student Intern**

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

Signature and date: \_\_\_\_\_

**Matina Wagner, Director of Internships and Experiential Learning**

Signature and date: \_\_\_\_\_

*This Memorandum of Understanding should be signed and dated by the Placement representative and Student intern and returned to the Polk State Director of Internships and Experiential Learning prior to initiation of the internship.*