

Memorandum of Understanding

School District and (Employer Partner)

Date:

School Representative:

School Remit Address:

Phone Number:

Email Address:

Start Date:

Partnership Title: Internship/Apprenticeship

Program Overview/Scope of Work: The X School District is partnering with local industry partners and offering X work-based learning opportunities to high school students. This opportunity is aimed at providing students with a form of experiential learning that integrates knowledge and theory in the classroom with application and skills development in a professional setting.

Program Objectives:

1. To provide high school students with an opportunity to learn more about the field of X and the opportunities available in the sector in the community in which they live.
2. Provide opportunities for students to learn from other professionals in a field of interest.
3. Make available a variety of occupational and exploration opportunities to help students learn about the possible pathways available in a field of study that aligns with their interests.
4. Establish and strengthen the relationship between the Employer Partners and the X School District in order to ensure mutual reinforcement between the service district community and local workforce.
5. To provide learning opportunities for program-eligible students regardless of race, color, sex, religion, disability, age, or origin.
6. Build new partnerships with local companies to strengthen and grow future work-based learning opportunities, including youth apprenticeships and internships.

Introduction: This partnership agreement begins on (DATE) and will remain in effect until (DATE). If any of the above parties decide to terminate the agreement before the end date, they shall do so by providing the other party with a written notice of intention to terminate the Agreement. Each party will give 30 days' notice should the agreement not be workable or aligned with the written project scope.

THIS AGREEMENT is made and entered into by and between [Employer Partner] and the X School District (HSD). WHEREAS, [Employer Partner] and the District desire a cooperative effort and mutually agreed on the following:

X School District Agrees to:

1. Designate a representative (*for example, Youth Apprenticeship Project Manager/Internship Coordinator*) to work with the Employer Partner and serve as a liaison between the school district, student, and employer partner.
 - a. The assigned representative will support in the following areas:
 - i. Recruitment services from the student population of students;

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- ii. Promote the program and Inform eligible students about the program opportunities
- iii. Refer interested and qualified students to the program without discrimination or bias
- iv. Facilitate the intern candidate interview process
- v. Manage and oversee program documentation and record-keeping
 1. Including tracking of student hours
- vi. Provide compensation to students who successfully complete the internship program.
- vii. Explore transportation options with each student and coordinate transportation, if available.
- viii. Support reconciliation of unforeseen changes, disruptions, disputes, or other issues as they occur, understanding that the school district will favor the best interests of the students.

Employer Partner Agrees to:

1. Provide a positive environment for work experiences for X School District high school student.
2. Share educational opportunities for instructional experiences focusing on workplace expectations, customer service, business and management, and principles of production; (*Examples*)
3. Create an atmosphere of safety and security for our students on [Employer Partner] campus under the supervision of a [Employer Partner] staff member who meets school district-determined requirements for working with students;
 - a. (Primary Supervisor/Mentor of minors must complete a criminal background check prior to the first day of the work based learning experience)
4. [Employer Partner] would be responsible for ensuring that students receive and are properly equipped with personal protection equipment;
5. All parties will agree to abide by the *Oregon Bureau of Labor and Industries'* rules and regulations associated with employing youth under 18 years of age.
 - a. [Employer Partner] will acquire and post an Annual Employment Certificate from the Oregon Bureau of Labor and Industries
 - b. [Employer Partner] will not permit student interns to participate in any work categorized under the Oregon Bureau of Labor and Industries listed as prohibited and hazardous occupations.
6. [Employer Partner] and their mentors will provide feedback to students regarding their performance by discussing areas of improvement and will provide support to achieve success in those areas at the end of the experience
7. [Employer Partner] will notify district staff of any concerns, changes, or challenges that arise in relation to students' work based learning status
8. [Employer Partner] will allow assigned HSD employees access to facilities, if needed;

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Insurance and Limit Requirements

Each Party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.271 to 30.273.

Commercial General Liability = \$2,000,000 per incident and \$3,000,000 or \$4,000,000 aggregate

Workers Compensation = Statutory; Employers Liability \$500,000 or \$1,000,000

Automobile Liability = \$2,000,000 per occurrence

Professional Liability = \$2,000,000 per claim Hillsboro School District should be named as an additional insured as an endorsement.

Indemnification Statement

Subject to any and all limitations, exclusions, and notice requirements of the Oregon Tort claims Act (ORS 30.260 through 30.300) and the constitution of the State of Oregon, each party shall be responsible for its own acts and those of its officers, employees, or agents. The parties agree that they will hold harmless, waive, release, indemnify, defend, and discharge each other from all liability and claims arising from each party's own acts and omissions. The parties agree to this defense and indemnification to the fullest extent allowed by law, which includes liability and claims arising from negligent acts or omissions. Each party agrees to have adequate general liability coverage to cover any tort claim that could arise from this agreement, including coverage for sexual molestation and injuries to the head and brain.

Force Majeure Statement

Neither Hillsboro School District nor Employer Partner shall be responsible for delay, default, or termination of contract caused by any contingency beyond their control, including, but not limited to war or insurrection (whether declared or not); plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including, but not limited to quarantine or other restrictions as directed by state or federal government; compliance with any law or governmental order, rule, regulation or direction; strikes or lockouts by the Parties' own employees; walkouts by the Parties' own employees; fires; natural calamities; riots; or requirements of governmental agencies.

Abuse and Sexual Misconduct

Employer Partner acknowledges the District's obligations related to abuse and sexual conduct. If there are reports or allegations of sexual conduct, or abuse involving one of Employer Partner's employees, Employer Partner agrees to immediately remove that employee from providing services to the District. Employer Partner will follow District's requests for removal of such employees following a report or allegation. Employer Partner will cooperate in any investigation being conducted by the District, law enforcement, DHS, ODE and/or TSPC.

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Background Checks Statement

Employer Partner will provide information necessary to the District to show background checks are completed on any employee who may have direct, unsupervised contact with students, in accordance with state law and district policy. TSPC screening will be acceptable for background check requirement. Fingerprints must be done in the state of Oregon.

FERPA Statement

Employer Partner is hereinafter considered to be “other school officials” within the meaning of FERPA. A school official is a person or company with whom the District has agreed to perform a special task and who has a legitimate educational interest in the records they have access to. Employer Partner will not attempt to access records outside of performing the identified tasks.

Employer Partner agrees to comply with both FERPA and corresponding Oregon law respecting student education records. Personally identifiable information obtained from the District by Employer Partner in the performance of their services: (i) will not be disclosed to third parties, except as expressly provided for in FERPA §99.31, without signed and dated written consent of the student, or if the student is under eighteen (18) years of age, signed and written consent of the student’s parents/guardians and (ii) will be used only to fulfill Employer Partner responsibilities under this Agreement.”

Anti-discrimination Statement

The District prohibits discrimination and harassment on any basis protected by law, including but not limited to:

1. An individual’s perceived or actual race, color, religion, sex, sexual orientation, national or ethnic origin, marital status, age, mental or physical disability or perceived disability, pregnancy, familial status, or veterans’ status; or
2. The perceived or actual race, color, religion, sex, sexual orientation, national or ethnic origin, marital status, age, mental or physical disability or perceived disability, pregnancy, familial status, or veterans’ status of any other persons with whom the individual associates.
3. The District prohibits discrimination and harassment in, but not limited to, employment, assignment, and promotion of personnel; educational opportunities and services offered to students; student assignments to schools and classes; student discipline; location and use of facilities; educational offerings and materials; and accommodating the public at public meetings.

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Common Agreements:

- Each party (Employer Partner] and the District) shall defend, indemnify and hold harmless the other party and its officers, employees, and agents from claims arising from:
 - Injury to any person or damage to property caused by the negligence or other wrongful acts or omissions of the party, its officers, employees, or agents; or
 - Failure or refusal of one party to perform or fulfill its responsibilities under this Agreement or any law, through no fault of the other party.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by the duly authorized officers on the dates hereinafter written.

[Employer Partner]

School District

By: _____
COMPANY REPRESENTATIVE
[Employer Partner]

By: _____
REPRESENTATIVE NAME
HSD

Date: _____

Date: _____

