

UNIVERSITY/INTERNSHIP SITE MEMORANDUM OF UNDERSTANDING

University of Vermont and State Agricultural College And The Vermont General Assembly

I. **Purpose.** Internships for students at the University of Vermont and State Agricultural College (hereafter the "University of Vermont," "University," or "UVM") provide an educational opportunity whereby students complement their academic preparation with direct practical experience. Combining productive work experience with an intentional learning component is a proven method for promoting the academic, personal, and career development of students.

II. **Terms:**

Academic Supervisor: The University of Vermont faculty member who assigns academic work relevant to the internship experience, evaluates this academic work, coordinates training, and manages the ongoing relationship between the Legislator and the student.

Internship Coordinator: The UVM staff member who coordinates and tracks internship experiences for UVM students.

Legislator: The legislator to whom the intern is assigned under the terms of this agreement.

III. **Responsibilities.**

To help ensure the interests and promote the benefits of an internship arrangement for all parties involved, the parties agree to the following mutual responsibilities among students, the University, and the Vermont General Assembly (hereafter "the Internship Site").

A. **The University is responsible for:**

1. Designating an Academic Supervisor who will assist in setting learning objectives in a Learning Contract and confer with the Internship Site as needed to monitor progress and evaluate the academic performance of the student.
2. Designating an Internship Coordinator to work with the Internship Site to set up processes and procedures for the internship experience in accordance with University policies.
3. Certifying the student's academic eligibility to participate in an internship experience.
4. Establishing guidelines and standards for internships and making these guidelines and standards available to the Internship Site.
5. Providing academic supervision for the student.
6. Working with the Internship Site to ensure that expectations are in line with resources available (i.e. in-person work should be at times and in spaces that are available for intern use).
7. Maintaining the confidentiality of any proprietary or protected information obtained from the Internship Site to the extent permitted by law.
8. Maintaining commercial general liability insurance or funded self-insurance in an amount not less than \$1,000,000 per occurrence and \$1,000,000 aggregate.
9. Maintaining professional liability coverage that extends to students engaged in internships in the amount of \$2,000,000 per occurrence and \$2,000,000 aggregate.

10. Maintaining employment practices liability insurance in an amount not less than \$1,000,000 per claim and \$1,000,000 aggregate to cover wrongful acts, including but not limited to discrimination, sexual harassment, or failure to accommodate under ADA.
11. Naming the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
12. Submitting a copy of the Certificate of Insurance verifying the above coverages to the Internship Site.

B. The UVM Academic Supervisor will advise students that they are responsible for:

1. Complying with Internship Site policies and procedures including with any COVID-19-related requirements applicable to Internship Site personnel.
2. Initiating and maintaining contact with the Academic Supervisor throughout the course of the internship.
3. Enrolling in an internship course for academic credit and engaging in the academic work required by the Academic Supervisor.
4. Working toward the goals of the student learning contract.
5. Reporting problems, including safety and/or personnel problems, to appropriate avenues of support at the Internship Site and to the Academic Supervisor, Internship Coordinator or UVM Career Center personnel.
6. Conducting themselves in a professional manner, in ways consistent with the University's Code of Student Conduct, and in compliance with the Internship Site's personnel policies.

C. The University will retain an Internship Coordinator who will be responsible for:

1. Working with the Academic Supervisor to ensure that the student intern is familiar with the Sexual Harassment, Safety, and COVID policies of the Vermont General Assembly.
2. Clarifying UVM policies and procedures for the Internship Site, as needed.
3. Coordinating UVM entities wishing to send interns to the Vermont General Assembly to ensure uniform adherence to this MOU and streamlined communications.

D. The Internship Site is responsible for:

1. Working with the Internship Coordinator to help coordinate the orientation of the student to the Internship Site and its culture.
2. Assist in the development of learning objectives alongside the student and Academic Supervisor.
3. Representing that it employs precautionary measures and protocols for its workforce pursuant to applicable state and federal executive orders and guidance, as well as follows recommendations related to COVID-19 put forth by the Centers for Disease Control, as such orders and guidance may change from time to time.
4. Providing an orientation or orientation materials for the student intern that will include COVID-19 health and safety protocols, sexual harassment policies, and other workplace safety guidelines.
5. Supplying appropriate personal protective equipment (PPE), as needed, for students to participate in the internship.
6. Providing an appropriate and safe working environment that addresses health and safety concerns, including all forms of harassment.
7. Ensuring that regular workers are not displaced by student interns.

8. Maintaining commercial general liability insurance in an amount not less than \$1,000,000 per occurrence/\$1,000,000 Aggregate.
9. Maintaining workers' compensation coverage for interns through the State's self-insured program.
10. Maintaining automobile liability insurance through the State's self-insured program in an amount not less than \$100,000 per occurrence and \$300,000 aggregate for bodily injury and property damage, including owned, hired, and non-owned vehicle coverage. Applicable only if a student is required to drive an Internship Site owned or borrowed motor vehicle for purposes of this internship.
11. Submitting a copy of the Certificate of Insurance verifying the above coverages to the University.
12. Contacting the UVM Career Center: career@uvm.edu or 802-656-3450 to discuss any exceptions to the abovementioned insurance requirements.

E. The Legislator is responsible for:

1. Conferring regularly with the student and with the Academic Supervisor, as needed, and supervising and monitoring the progress of the student.
2. Providing written evaluations and documentation of performance as requested by the UVM Academic Supervisor.
3. Complying with training provided by UVM regarding the availability of and access to any student records provided to the Legislator to effectuate the internship or created at UVM's request relating to a student and the student's performance while participating in the internship, under the Family Education Rights and Privacy Act of 1974 ("FERPA"), 20 U.S.C. 1232g, as it may be amended from time to time, and other applicable laws.

IV. Terms of Internship Arrangement.

Each student's internship arrangement will be for the duration of one academic semester, summer session, or other period agreed upon by the Internship Site and UVM. In the event that the Internship Site is dissatisfied with the performance of a student, termination of the internship arrangement can be requested by the Internship Site by notifying the University Academic Supervisor in advance to discuss a mutually satisfactory resolution. If a student presents an imminent health or safety concern at the Internship Site, the Internship Site may immediately remove the student, but will consult with the University Academic Supervisor as soon as possible. Conversely, the University may request termination of the internship arrangement for any student not complying with University or academic unit guidelines and procedures for the internship program, or should the University have health or safety concerns for its student. Where possible, the University will notify the Legislator and Internship Site personnel in advance to discuss a mutually satisfactory resolution.

V. Liability.

Both parties assume the risk of their own negligent actions and inactions under this contract, with each reserving its right to seek compensation for the negligent or wrongful acts or omissions of the other.

VI. Duration of Agreement.

This agreement shall continue in effect for two years from its commencement.

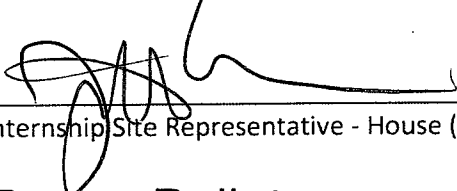
Any questions regarding internship procedures, or this memorandum should be referred to: Career Center, the University of Vermont, Burlington, VT 05405. (802) 656-3450

[SIGNATURE PAGE TO FOLLOW]

Name of Internship Site

Jill Krowinski

Internship Site Representative - House (Print Name)



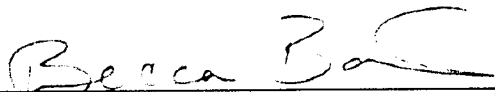
Internship Site Representative - House (Signature)

9/8/2022

Date

Becca Balint

Internship Site Representative - Senate (Print Name)



Internship Site Representative - Senate (Signature)

9/7/2022

Date

University of Vermont and State Agricultural College Authorized Signatories:

Jennifer Dickinson, UVM Vice Provost for Academic Affairs and Student Success

Sarah Heath, UVM Career Center Director

University Authorized Signatory (Signature)

Date