



March 14, 2024

Office of General Counsel

Contracts: Academic Focused and Student Experience Agreements (not allied health)

Mary Al Balber, Assistant General Counsel

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MINNESOTA STATE

Next Month's Presentation

April 11, 2024

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Presented by Assistant General Counsel Daniel
McCabe

For a complete listing of the Spring Second Thursday topics, please visit
the Office of General Counsel's website at
<https://minnstate.edu/system/ogc/index.html>

For more information email Amanda Bohnhoff at
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Overview

This is a general session on academic focused contracts which may be helpful for campuses when a contract is needed or desired.

Good contracts and when necessary

- Board policies, and applicable law- Oh My!

Using system created approved template agreements

- Understanding standard requirements for academic focused (financial, credentials, licensure board(s) expectation, background studies, data privacy, and more...)

Legal Review and Redlining Documents

Helpful contracts for use if needed:

- Concurrent Enrollment by Agreement
- Student Teaching/Field Experience Agreement
- Social Work Placement Agreement
- Student Experience Internship (one on one) optional agreement– not for clinicals or allied health

Practical Tips and Things to Think About

Resources

Question and Answer



Lead Time

- Plan accordingly—expect the best and plan for the worst.
- Have signed contracts in place at least a semester before desired - especially out of state entities.
- Use helpful System templates and forms to start
 - Resist changing footer.
 - Contact system legal counsel sooner rather than later.
- Allow time for negotiation.
- Read Agreement. Know your academic, accreditation, program, licensing and business requirements. Does this work?
- Not every contract can be an emergency!

What Is A Contract?

A contract is: a legally binding document between two or more parties that defines the rights and obligations of the parties and sets “ground rules”

- **Offer** – a promise to do or not do something (I’ll wash your car for \$10”)
- **Acceptance** – promise or performance (“I agree to pay \$10”)
- **Consideration** – the value or inducement to perform (the value received and given-the money and the washing of the car)
- Agreed to by someone with authority
- Intra-agency (i.e. two colleges) is not a contract

What is a Contract ? (2)

- College/University determines if contract meets your academic, program, accreditation, licensing and business needs.
- Must conform to all applicable statutes, policies, procedures and guidelines
- Must be reviewed for legal and business decisions
 - Legal Decisions: A determination as to whether or not something is legal
 - Remember: Just because it's legal doesn't mean it's a good idea.
 - Business Decisions: A business decision is a decision as to whether or not something is "good" business. Generally

A Document By Any Other Name Is Still A Contract (“Tuna Fish”)

- Grant
- Nondisclosure Agreement
- Memorandum of Understanding (MOU)
- Terms of Service
- End User License Agreement (EULA)
- License
- Terms and Conditions
- Memorandum of Agreement(MOA)
- Affiliation Agreement
- Joint Powers Agreement
- Real Estate-Lease, License, Purchase Agreement
- Clinical Agreement
- “Click” Agreements
- Statement of Work
- Terms of Use
- Inter-Agency Agreement
- Letter of Engagement

Why A Written Contract?

- Clarity, completeness, and common understanding is essential;
- Supersedes previous oral discussions or “how we’ve always done it”;
- After contract signed, if wish to change it, conversations or e-mails to change the contract are not sufficient. Changes to contracts (amendments) must be in writing and signed by the parties;
- Contract must be signed before (!) the parties begin performing duties under the contract - Good practice and often state law requires.
- Good Contracts are Preventative Care
 - Easier to work out issues before signing contract than to leave things unaddressed or “silent” and risk breaching the contract and/or litigation later.

Minnesota State Standard Contract Templates

Required Unless Other Form is Approved by Attorney General's Office (AGO) or Office of General Counsel (OGC)

- Required by System Procedure 5.14.2 Consultant, Professional or Technical Services Part 3, Contract Preparation
 - Contracts must be prepared on forms approved by the system office to assure that they include all state required contract language. Any modification of forms approved by the system office or the use of a non-system office form requires review by the system legal counsel and approval of the vice chancellor-chief financial officer. System legal counsel includes either the Minnesota State Colleges and Universities General Counsel or the Minnesota Attorney General's Office.

Not A Minnesota State Form Or Template?

- College/university must review for essential elements, prohibited provisions, practicality and business decisions.
- Don't assume that a provision suggested by a party can't be changed or modified.
- If other party wants to use its contract form, consult with Office of General Counsel or Attorney General's Office for legal review and possible negotiation and recommended changes, or drafting addendum or amendment.
- Avoid "We'll sign yours, if you'll sign ours."



Where to find academic focused agreements?

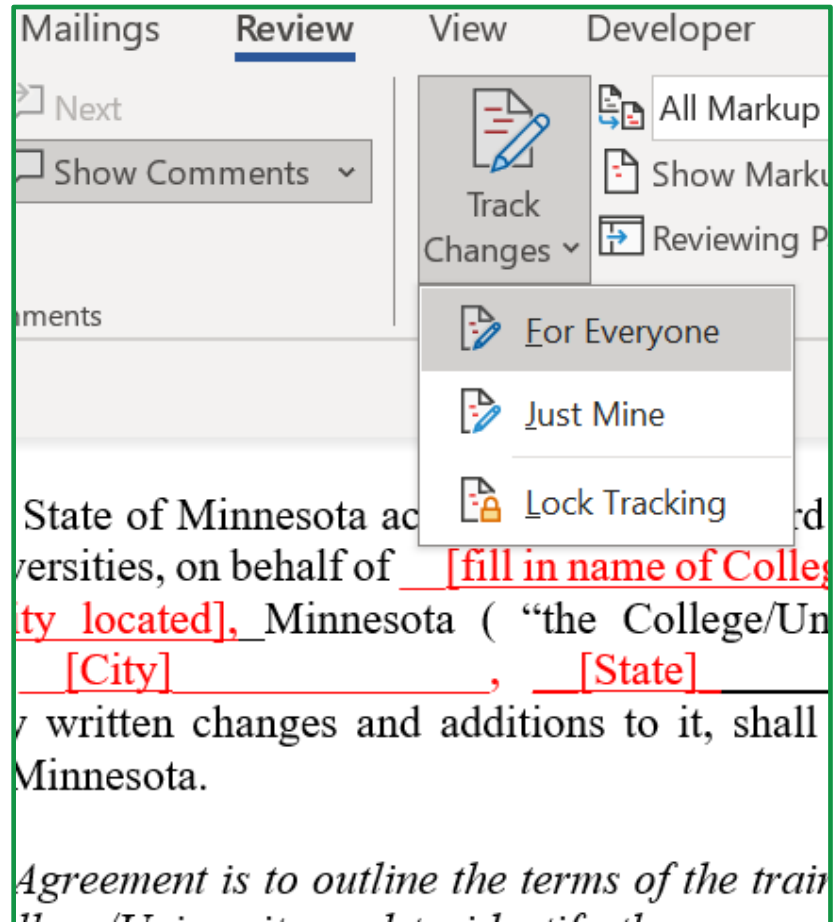
- Not yet posted on the webpage
 - Contracts discussed today available via Office of General Counsel.
- Memorandum of Agreement for Student Training Experience/Internship
 - Not a required template
 - Posted on [Minnesota State Contract Forms and Templates Webpage](#)- open tab for “Other”.
- Other helpful and proposed contracts discussed not yet posted as not gone through accessibility vetting process.
- Contact OGC and we can get you a word version to complete, or send in what you have from the other party. OGC does not have authority to require campuses to use these approved documents, however if you need a contract these should be on your first call for help list. No need to reinvent the wheel campus by campus or program.
- Again Board policies require contracts to be on approved forms which help provide consistent terms with system academic programs.

Sending Documents For Legal Review --- What is “Redlining”

- Send a Word document.
 - Avoid sending pdf and ask for word version (unlocked).
- If making any changes/edits track your changes by redlining.
- Redlining is a built in function in Microsoft Word
 - “Editing it in a way that shows revisions or comments. It involves adding, deleting, and modifying text, as well as highlighting or underlining areas that require attention.”

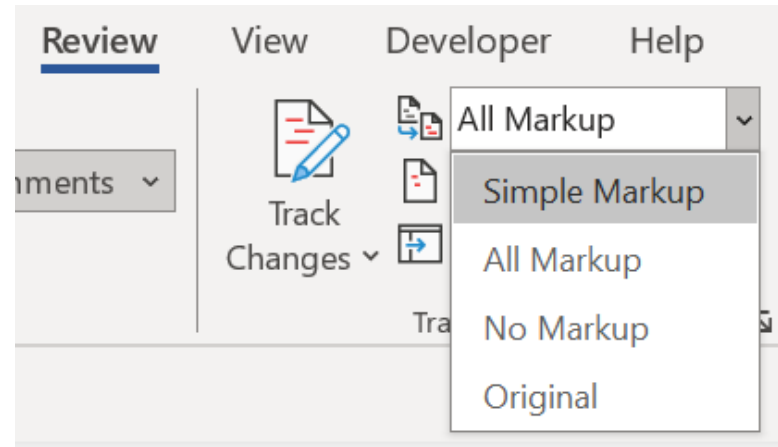
How To Redline/Track Changes

1. Open the document in Word.
2. Go to the “Review” tab.
3. Select “Track Changes” from the drop-down arrow in the “Tracking” section.
4. Make your edits and watch them appear as red markup.



Display for Review Options

1. **Simple Markup.** This shows red lines next to the edited text but doesn't explicitly specify what you changed
2. **All Markup.** This displays any text that you add or remove in red and adds the comment bubble that explains your changes to the right-hand margin.
3. **No markup.** This option doesn't show any changes.
4. **Original.** This strikes a line through the text you delete, but it doesn't show any visual cue for the text you replace.



Minnesota acting through its Board of Trustees on behalf of [fill in name of College/University], Minnesota ("the College/University" [fill in name of College/University]), [State] changes and additions to it, shall be interpreted

is to outline the terms of the training/inter

Display for Review Options (2)

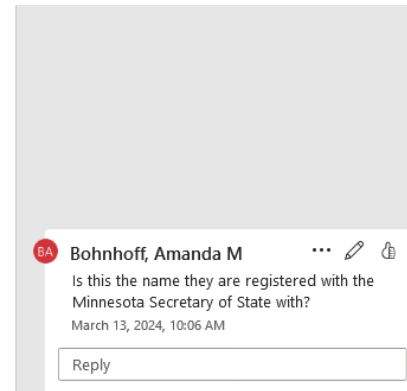
Simple Markup

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
Saint Paul College

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 Saint Paul College, St. Paul, Minnesota (“the College/University”) and 123 Accounting, Inc., Minneapolis, 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.



All Markup

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
[Insert name of College/University] Saint Paul College

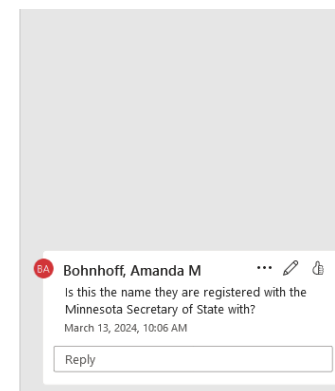
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Display for Review Options (3)

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Saint Paul College

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Original

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
[Insert name of College/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 [fill in name of College/University], [fill in city where College/University located], Minnesota (“the College/University”) and [Facility Name], [City], [State] (“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.



Minnesota State-- Concurrent Enrollment by Agreement

- [Minn. Stat. 124D.09](#)
Postsecondary Enrollment Options Act (PSEO)
- [Board Policy 3.5](#) Post-secondary Enrollment Options (PSEO) Program

[System Procedure 3.5.1 Post-Secondary Enrollment Options \(PSEO\) Program](#) -- Part 2 Definitions

- **Concurrent enrollment course**
A college or university course made available through the PSEO program offered at a high school site.
- **PSEO by contract**
An agreement between the college or university and a school board or governing body that covers the costs of PSEO courses.
- **PSEO course**
A course taken by eligible high school students and taught by college or university faculty on the college or university campus or online.



Minnesota State --Concurrent Enrollment by Agreement (2)

System Procedure 3.5.1 Part 6. Concurrent Enrollment Agreements

- **Subpart A.** Concurrent enrollment agreement requirements
A college or university, and school district or governing board shall complete an agreement to offer one or more concurrent enrollment courses, signed by the appropriate representative of each party, which must address at a minimum:
 1. each party's role in adhering to National Alliance of Concurrent Enrollment Partnership (NACEP) standards and requirements relevant to the agreement;
 2. qualifications and responsibilities of high school instructors as defined in Part 8 Subparts B and C of this procedure, including documentation of high school teacher qualifications;
 3. college/university support provided to the instructor as defined in Part 8, Subpart A of this procedure;
 4. other resources, such as laboratory space and course materials, needed to support quality concurrent enrollment teaching and learning;

Minnesota State– Concurrent Enrollment by Agreement (3)

- **System Procedure 3.5.1 Part 6 continued:**
 5. compliance with student participation requirements as specified in Part 3 of this procedure;
 6. financial arrangements for offering the course(s);
 7. duration of the agreement and frequency of its review, which must be at least annually; and
 8. a high school teacher’s compliance with all expectations for communicating with the college or university faculty member and participation in the required orientation and professional development activities.

The agreement between a school district or governing board and a college or university and the financial arrangements for delivering concurrent enrollment courses must be in conformance with the Minnesota State common pricing structure and practices for concurrent enrollment agreements that exist at the time the agreement is signed.

Concurrent Enrollment by Agreement



STATE OF MINNESOTA MINNESOTA STATE COLLEGES AND UNIVERSITIES CONCURRENT ENROLLMENT AGREEMENT

This agreement is by and between [Insert legal name of MN school district name and number], [Insert full address], (hereinafter DISTRICT) and the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of [Insert College/University name and full address] (hereinafter MINNESOTA STATE or College/University or [Insert College/University name or identifying abbreviation]).

WHEREAS, the DISTRICT has a need for a specific service; and

WHEREAS, MINNESOTA STATE, is empowered to enter into agreements pursuant to Minnesota Statutes, Chapter 136F; and

WHEREAS, the concurrent enrollment program is available as part of the Post-Secondary Enrollment Options (PSEO) program in accordance with Minn. Stat. § 124D.09 and Minnesota State Board Policy 3.5 which governs the implementation of the PSEO program by system colleges and universities. Concurrent enrollment allows high school students to enroll in college or university courses made available through the PSEO Act and offered at a high school site.

NOW, THEREFORE, it is agreed:

[Revise sections 1 and 2 below as appropriate to reflect the respective obligations and requirements of each party. What is written below is based upon other campus' needs as suggestions. DELETE this instruction and all brackets when finalizing this agreement.]

1. **DUTIES OF MINNESOTA STATE.** [Insert College/University name] agrees to the following:
 - a. [Insert College/University name] Staff shall:
 - i. Work cooperatively and collaborate with high school personnel and students to process admissions, registrations, and transcript grades.
 - ii. Adhere to all Minnesota State, Higher Learning Commission (HLC), and National Alliance of Concurrent Enrollment Partnerships (NACEP) policies and standards.
 - iii. Complete credential review process of high school instructors according to guidelines from Minnesota State Colleges and Universities Policy 3.32 found on the

Student Teaching/Field Experience Agreement



[INSTRUCTIONS FOR COMPLETING THIS FORM ARE IN ITALICS AND BRACKETS. PLEASE COMPLETE EVERY FIELD AND DELETE ALL INSTRUCTIONS INCLUDING THE BRACKETS.]

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES

MEMORANDUM OF AGREEMENT

BETWEEN

[INSERT NAME OF COLLEGE OR UNIVERSITY]

AND

[INSERT NAME OF DISTRICT WITH WHICH AGREEMENT IS ENTERED INTO]

This Agreement is entered into between the State of Minnesota, acting through its **Board of Trustees of the Minnesota State Colleges and Universities**, on behalf of *[INSERT NAME OF COLLEGE OR UNIVERSITY]* (hereinafter "University"), and *[INSERT FULL NAME OF SCHOOL DISTRICT AND ITS FULL ADDRESS]* (hereinafter "District").

This Agreement and any amendments and supplements thereto, shall be interpreted pursuant to the laws of the State of Minnesota.

WITNESSETH THAT:

WHEREAS, the University has established a baccalaureate teacher education program for qualified students preparing for and/or engaged in teaching careers; and

WHEREAS, the Board of Trustees of the Minnesota State Colleges and Universities is authorized by Minnesota Statutes, Chapter 136F to enter into Agreements regarding academic programs and has delegated this authority to the University; and

WHEREAS, the District has suitable facilities for the instructional needs of the teacher education program(s) of the University; and

WHEREAS, it is in the general interest of the District to assist in educating persons to be qualified or better qualified education personnel; and

WHEREAS, the University and the District are desirous of cooperating to furnish a classroom learning experience for teacher education students enrolled at the University consistent with Minn. Stat. §122A.69;

NOW, THEREFORE, it is mutually agreed by and between the University and the District:

1. UNIVERSITY RESPONSIBILITIES

- a. The University, which is accredited by the Higher Learning Commission, is responsible for offering a baccalaureate teacher education program that is approved by the Minnesota Board of Teaching.

Memorandum of Agreement for Student Training Experience/Internship

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
[Insert name of College/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 [fill in name of College/University], [fill in city where College/University located], Minnesota ("the College/University") and [Facility Name], [City], [State] ("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(n) [fill in name of program] 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.

MinSCU Student Training Experience/Internship Agreement (non-Allied Health Services programs)
Revised 3/2010/09.2014



What's the Difference?

Memorandum of Agreement for Nursing and Other Allied Health Programs

- Only applies to nursing and allied health and required for academic program;
- Generally contract terms are required as part of academic program, subject to accreditation, regulatory, and statutory requirements.
- Contract is between C/U and Facility- students do not sign
- Often 5 years in duration and covers multiple students in multiple nursing and allied health programs, for each year at facility.

Memorandum of Agreement for Student Training Experience/Internship

- Is not a mandated/required template.
 - **Campus makes decision** if internship needs a contract
- **Use if C/U or other party wants a contract for general internships.**
- Not every internship needs a contract.
 - If you do have contracts, then every contract must have contract management by the campus.
- Is only suitable for programs which are non allied health/regulated programs (think marketing, shadowing, limited on site activities and have little to no risk involved).
 - If there is a risk or activities could create a risk, such as welding, contact OGC and Risk Management for insurance language to include prior to executing agreement.



What's the Difference? (2)

Memorandum of Agreement for Nursing and Other Allied Health Programs

- One college/university agreement per facility- includes all programs

Memorandum of Agreement for Student Training Experience/Internship

- Usually only one student going to site, not multiple programs/people
- Intended for short term duration for one student. Contract is solo-student focused, not multiple students for long period at a third party location.
- Students sign document related to any requirements and participation.
- Doesn't include nursing/allied health required background studies, immunizations, accreditation programs, insurance, etc.
- Is NOT a "short cut" clinical template

Social Work Placement Agreement



[INSTRUCTIONS FOR COMPLETING THIS FORM ARE IN ITALICS AND BRACKETS. PLEASE COMPLETE EVERY FIELD AND DELETE ALL INSTRUCTIONS INCLUDING THE BRACKETS.]

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
MEMORANDUM OF AGREEMENT FOR SOCIAL WORK

BETWEEN

[Complete Name of College/University]

AND

[Complete Name of Facility]

This Agreement is entered into between the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities ~~behalf~~ of [insert name of College/University], located at [insert full address], (hereinafter "College/University") and the [insert legal name of Facility], located at, [insert full address, do not use a P.O. Box] (hereinafter "Facility").

This Agreement and any amendments and supplements thereto, shall be interpreted pursuant to the laws of the State of Minnesota.

WITNESSETH THAT:

WHEREAS, the College/University has established Social Work Undergraduate and or Graduate Programs (hereinafter "Program") for qualified students preparing for and/or engaged in Social Work careers; and

WHEREAS, the Board of Trustees of the Minnesota State Colleges and Universities is authorized by Minnesota Statutes, Chapter 136F to enter into Agreements regarding academic programs and has delegated this authority to the College/University; and

WHEREAS, the Facility has suitable facilities for providing field experience that meets the educational needs of Social Work students enrolled in the Program of the College/University; and

WHEREAS, it is in the general interest of the Facility to assist in educating persons to be qualified or better qualified personnel; and

WHEREAS, the College/University and the Facility are desirous of cooperating to furnish an

~~Minnesota~~, multi-~~campus~~ Social Work Memorandum of ~~Agreement~~ Template
MINNESOTA OGC rev. 03.08.2024

1

Practical Tips And Things To Think About

- We want to help college/universities “GET TO YES.”
- Read entire agreement prior to asking for legal review.
- Send word version, not PDF. Ask for word version if necessary. Use “Track Changes” / “Redline function for any changes, including just filling in the blanks.
- One agreement per college/university academic program with the other party is appropriate.
- In your email transmittal to OGC or AGO include the following:
 - Agreement “works” for college/university? If not, let us know why or what works better.
 - Does the Agreement meet programmatic, academic, accreditation, and licensing requirements? If not, what is needed (use comment function in redlining to provide information).
 - Business decisions for college/university? What is your decision?
 - Does the contract provide clarify of obligations, responsibilities, and duties internally and externally?

Practical Tips And Things To Think About (2)

- Minnesota State contract template?
 - If not, plan accordingly for review time and negotiation.
- Updated insurance coverage/limits in place, if applicable.
- Alternative sites for students?
- On-site student supervision expectation-responsibility? College/university or Facility?
- Have you answered all the questions asked in legal review?
- Do you know your campus contract process for approvals, decisions, and signatures?
- If contacted by an attorney for other party, contact OGC/AGO

Example: Common Contract Provisions Which are Business Decisions

COMMON CONTRACT PROVISIONS THAT REQUIRE BUSINESS DECISIONS AS OPPOSED TO LEGAL DECISIONS

Cancellation Provisions

- Contracts ordinarily should contain a clause allowing the College/University to cancel the contract early upon notice to the other party. Should the notice period to cancel early be 30 days? 60 days? 90 days? A Year?
- Should the College/University be required to reimburse the other party for extraordinary costs incurred by the other party up front if the contract is terminated early?
- Should the contract allow the other party to cancel the contract early, and if so, under what terms and conditions?

Please Take Our Survey

A link to our survey is provided in the chat. We appreciate your feedback and are always looking for ideas for future webinars and ways to improve.



Question and Answer with Mary Al and Gary

- Please chat in your general questions about academic focused and student internship agreements
- If you have questions about specific contracts, contact us directly for assistance

Contact Information

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Assistant General Counsel

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[MinnState.edu](https://www.minnstate.edu)

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To request an alternate format, contact Human Resources at 651-201-1664.
Individuals with hearing or speech disabilities may contact us via their preferred Telecommunications Relay Service.
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