

Cooperative Internship Agreement: Innovation In Developing Agreements Via Institutional Grants

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The Department of Industrial and Engineering Technology, recognizing that there are important elements of industry which can not adequately be taught within the four walls of classrooms or laboratories at the University, has established internship experiences. The Industrial Internship is designed to provide on-the-job experiences supervised by successful practitioners. The internship directly contributes to the development of a student's technical skills and knowledge and must be in direct support of the student's major or minor. Students pursuing the Industrial Internship are typically employed in such jobs as electronics, construction, manufacturing, design and engineering graphics, computer-integrated manufacturing, graphic arts, etc. The Industrial Internship is designed to provide university credit for relevant work experiences under actual employment conditions. Such intern experiences are appropriate for students pursuing careers in business and industry.

Goals and Objectives

The goal of the intern experience is to encourage students to obtain meaningful off-campus positions related to their future career goals. Students will use the internship as the basis for observation and investigation. Classroom theory must be put into practice. The general objectives of this internship experience consist of:

1. Gaining on-the-job experience in a business, industrial, or educational related occupation;
2. Developing a functional understanding of the organization; and
3. Having experiences in human relationships, and the development of technical communications, social, and civic competencies.

Program Operation

The intern must assume a major portion of the responsibility for independently fulfilling the course requirement. For purposes of ease of understanding, student responsibilities are as follows:

1. The intern can secure his/her own field experience position and fulfill the job requirements. Faculty members can provide valuable input as to internship opportunities.
2. The students must complete the "Student Internship Application" and the "Intern Agreement" prior to registration for intern credit. These applications must be

turned in to the Departmental Intern Coordinator prior to course registration. Also, the student must obtain written approval from his/her academic advisor

3. The intern must register for the appropriate course and pay the required fees.
4. The student must submit a completed “Intern Weekly Work Experience Report” to the Departmental Internship Coordinator within seven days following the last work day included in the report.
5. The intern must submit a written report to the Departmental Internship Coordinator at least two weeks prior to the end of the fall, spring, or summer semesters for which the student was registered for the internship.
6. The intern will participate in an on-campus seminar. The Departmental Internship Coordinator will assign the time and place for the seminar.
7. The intern’s immediate employment supervisor will complete an evaluation of the intern’s job performance.
8. The intern will complete the “Intern Self Evaluation.”

Credit For Intern Experiences

Students who register for credit under the industrial internship must complete a **minimum** of 100 clock hours of work experience for each semester hour of credit. **Students shall not register for more than three or four semester hours of credit per semester without written approval of their Major Advisor and/or the Departmental Internship Coordinator.** Undergraduate students may earn a maximum of eight (8) semester hours under the IET 425 Industrial Internship. No additional credit will count toward degree requirements. **Acceptance of credit for internship experiences toward any undergraduate major or minor, or a graduate degree program must be approved by your advisor.**

Intern Responsibilities

The responsibilities of the intern are twofold. First, interns must satisfy the employer’s job requirements. This is the reason why he/she may be paid by the employer; however, it is not the reason for awarding academic credit for the experience. Interns do not necessarily have to be in paid positions. The learning experience derived from the job performance and its relationship to the intern’s career goals is the primary focus of intern evaluation measures. Thus, the intern has a responsibility to enhance their technical/leadership competencies. The quality of the intern experiences will be directly affected by the breadth and depth of experiences completed. Repetitive production experience typically do not qualify for intern credit. Students are encouraged to seek out new types of educational experiences.

Special Internship Grant

The following formal agreement documents are the basis for a unique grant arrangement between Central Michigan University and respective businesses and industrial organizations. Funding is provided solely by participating regional industries. The agreements have been in effect for three years and over 21 students have been involved in the special internship grant. What makes the agreement unusual is that the student intern is employed by the University, works at a remote site and earns academic credit.

Biographical Information

Currently a professor in the Department of Industrial and Engineering Technology at Central Michigan University, JOHN G. NEE earned his doctorate from the University of Minnesota. His teaching experience includes 31 years at the community college, technical institute, and university levels. Nee has had articles published in more than 100 publications; he has also published four textbooks and numerous book chapters in engineering technology.

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COOPERATIVE INTERNSHIP AGREEMENT

This Agreement is entered into between Central Michigan University (the University) on behalf of the Department of Industrial and Engineering Technology (IET), and [Company Name].

WHEREAS, both parties desire to provide cooperative internship education opportunities to Industrial and Engineering Technology students, the University and [_____] mutually agree as follows:

1. [_____] agrees to supply supervised job positions for IET students. [_____] further agrees to provide all necessary training and supervision consistent with both the nature of the assigned work and University standards and procedures for the IET cooperative internship education program.
2. The IET Department agrees to supply students to work in areas closely related to the students' academic program at [_____].
3. [_____] and the University will mutually agree on the number of job positions available each academic semester.
4. A student Cooperative Internship Employment Agreement for each student to be employed will be appended to this Agreement and will show the following:
 - a) Student's name
 - b) Student's social security number
 - c) Student's address
 - d) Period of performance for each student
 - e) Hourly wage rate for each student
 - f) Employer's name
 - g) Employer's address
 - h) Employer's representative/CMU Project Director
 - i) Provision whereby student agrees to be bound by the terms set forth in this Agreement
5. When requested by [_____] , a historical resume of experience and education for each student engaged in the performance of the work outlined in this Agreement shall be submitted prior to the assigning of such student to work hereunder.
6. [_____] must approve in writing in advance all students selected by the University to work pursuant to this Agreement.
7. Any University students assigned to work pursuant to this Agreement who, in [_____] opinion, are not suitable for the work being performed, shall be removed and, if possible, replaced by the University upon request by [_____].
8. [_____] shall set the hours and schedule to be worked by each student.
9. The University agrees to keep accurate and up-to-date records of all student hours worked. The University will furnish weekly attendance record sheets on which student employees will record their hours worked, including straight time and overtime hours worked daily. Students shall obtain [_____] supervisor's approval and submit the record sheets to the IET Department every two weeks, as required by the University Payroll Office. Record sheets indicating starting and ending times

and lunch hour, if applicable, will be used to support the weekly attendance records. The CMU Project Director will forward the appropriate forms after review to the CMU Payroll Office for payment of the student employee. The University shall retain the attendance records at their office (IET).

The charging of direct labor hours expended by the University's students as approved by the University shall conform with the [] "Work Task Authorization" system. Each University student working directly pursuant to this Agreement shall record on [] "Labor Distribution Card" the hours worked by work task. These Labor Distribution Cards shall be submitted weekly (Monday through Sunday) to [] appropriate supervisor.

10. The actual straight time and overtime billing rates for each classification to be used under this contract:

Wage base rate allowable for "midnight shift" work performed on this order:

<u>Straight Time</u>	<u>Time and One-Half Time</u>	<u>Double Time</u>
\$ _____	\$ _____	\$ _____

Straight time rates per hour are applicable to the first forty (40) hours worked each working week, except holidays. Work shall be at straight time rates unless [] approves higher rates in writing in advance. Time and one-half overtime rates per hour are applicable to those hours worked in excess of forty (40) hours straight time each working week. Double time rates apply to all hours worked on holidays and the seventh workday of the week. Recognized holidays for the purpose of this Agreement are the same as scheduled for [].

11. [] agrees to pay the University the total of hours worked by a student employee times his/her hourly rate, summed across all student employees, plus 20% of that sum. The University will determine payment due from [] based on its record of hours worked and applicable hourly rates; and will invoice on a semester basis.

12. [] will directly reimburse students for overnight travel outside the [area name] area. All travel must be pre-approved by a [] Program Manager.

13. At the end of each semester, the University shall furnish a statement, in a form acceptable to [], covering services rendered and travel expenses incurred during the preceding semester. All invoices applicable to this purchase order submitted for progressive and/or final payment are to be approved by [name], Engineering Representative, or his designee, prior to payment by the Controller's Office. Invoices shall indicate the straight time and overtime hours accumulated, rate and total dollars, plus 20% for the total. The attendance record sheets shall support and coincide with the invoice detail. A copy of the attendance record sheets shall be attached to the invoice, and invoice will indicate period invoiced. Each statement shall refer to number of this purchase order. [] agrees to review and pay invoices in no more than 20 working days upon receipt from the University. [] shall have the right to audit the University's records at any time prior to two years after final payment to verify its payment obligation to the University.

14. In the performance of their respective duties and obligations under this Agreement, each party is an independent contractor, and neither is the agent, employee or servant of the other, and each is responsible only for its own conduct. The University shall advise the students assigned to work at [] pursuant to this Agreement and any other University employee involved with

this project that the University is an independent contractor of [____], and the University shall not represent or hold itself out as having any relationship with [____] other than that of independent contractor. Neither party shall be responsible for any tax levied on the other.

15. All information and data which the University or any of its students assigned to work at [____] pursuant to this Agreement develops or requires in performing the services shall belong to [____], without further consideration, and shall be delivered to [____] upon completion of this Agreement or earlier if requested. [____] shall be free to use and disclose to others such information and data which the University delivers to [____].

16. Works of authorship created by the University students assigned to work at [____] pursuant to this Agreement shall be deemed “works made for hire” and all copyrights for such works shall belong to [____]. All such works of authorship shall bear a valid copyright notice designating [____] as the owner of such copyright.

17. Each invention, discovery and improvement that the University students assigned to work at [____] pursuant to this Agreement make, conceive, or reduce to practice in performing the services belongs to [____], without further consideration, and shall be reported to [____] promptly. Upon request, the University or the student assigned to work at [____] shall execute all documents and papers, and shall furnish all reasonable assistance required (i) to establish in [____] title to such inventions, discoveries, and improvements and (ii) to enable [____] to apply for United States and foreign patents thereon.

18. The University and the students assigned to work at [____] pursuant to this Agreement shall use the information and data they acquire from [____] only in performing the services of this Agreement. They shall not disclose to any third party, during the period of this Agreement and thereafter, any such information and data that is not in the public domain.

19. The University will indemnify, defend and hold [____] harmless from all claims arising from the acts and omissions of the University, its agents and employees when acting within the scope of their University employment, except for the students assigned to work at [____] under the terms of this Agreement when the students are under the supervision and control of [____]. [____] shall indemnify, defend and hold University harmless from any and all claims arising from the acts and omissions of [____], its agents and employees when acting within the scope of their employment, and from the acts and omissions of University students when under the supervision and control of [____].

20. The University and [____] agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment because of race, color, religion, national origin, age, sex, height, weight, marital status, or a handicap that is unrelated to the individual’s ability to perform the duties of a particular job or position. A breach of this covenant shall be regarded as a material breach of the contract.

21. The University and [____] shall comply with all applicable laws in performing the services of this Agreement. This Agreement shall be construed and enforced in accordance with the laws

of the State of Michigan. Litigation on contractual causes arising from this Agreement shall be brought only in a court in Michigan.

22. The terms and conditions of this Agreement supersede any conflicting terms and conditions contained on the back of [_____] purchase order document.

23. The period of this Agreement is January 1, 199X, through December 31, 199X. This agreement may be renewed annually on its anniversary date; such renewal must be in writing and signed by both [_____] and the University.

24. This Agreement may be amended or terminated only in writing and not less than ten (10) working days prior to the desired change. This provision does not prevent [_____] and the University from mutually agreeing to change the number of job positions available.

The University Project Director shall be John G. Nee, Professor, IET Department, Central Michigan University, Mt. Pleasant, Michigan 48859, phone number 517-774-3995; FAX: 517-774-4900; e-mail: nee@ray.iet.cmich.edu.

CENTRAL MICHIGAN UNIVERSITY

By _____
Richard W. Davenport (Date)
Provost

[_____]

By _____ [Date]
[Name]
[Title]
[Address]
[Telephone]

5. Student has read the Cooperative Internship Agreement between [_____] and CMU and agrees to be bound by the terms set forth in that Agreement. Student promises that he/she will maintain, at all times, the confidentiality of all information as required by the agreement. Student understands that breach of my promise. may expose CMU to liability to [_____] and that he/she will be responsible to CMU if he/she violates the required confidentiality.

6. Student will be paid on the CMU student payroll bi-weekly . CMU will not pay and deduct Social Security from these earnings, nor will student receive any fringe benefits (for example, vacation, sick leave, retirement contributions, health insurance, disability insurance). Student will have federal and state income taxes withheld from wages.

7. Student will enroll for two (or six) credits in IET 425: Industrial Internship for the period of the internship, and will be graded after consultation with the [_____] supervisor. Student will pay the usual tuition and fees to CMU for this course.

8. If [_____] requires that Student be removed from the internship at [_____] , he/she will be terminated from his/her CMU employment. CMU will attempt to locate an alternative placement to allow Student to complete work needed to earn the credit for which he/she is registered, but Student may receive a grade of I (incomplete) if an alternative placement is not readily available.

9. Student understands that he/she is not an employee of [_____] , but is a student employee of Central Michigan University. He/she agrees that he/she will not hold himself/herself out as being an employee of [_____].

10. Student understands that CMU believes and will assert that this cooperative education internship is not “employment” for purposes of the Michigan Unemployment Compensation law.

CENTRAL MICHIGAN UNIVERSITY

By _____
Carole Beere Date
Assistant Vice President for Research

[Student's Name] (Student) Date