



MINNESOTA JUSTICE
FOUNDATION

MJF SUMMER CLERKSHIP 2015 AGREEMENT

This Agreement is entered into between the **Minnesota Justice Foundation, Inc.**, a non-profit Minnesota corporation with its principal office at 229 19th Avenue South, Minneapolis, Minnesota, 55455 ("MJF") and **Minneapolis Department of Civil Rights** ("Agency").

RECITALS

- A. Public interest legal work is the representation of interests which historically have been and presently are under-represented by the legal profession; this representation includes, but is not limited to, the interests of the indigent, the elderly, women, children, organized and unorganized laborers, immigrants and asylees, farmers, political, racial and ethnic minorities, and the environment;
- B. Public interest legal work usually must be performed for a reduced fee or pro bono, for no fee at all;
- C. The practice of public interest law and pro-bono legal work is in the finest tradition of the legal profession and is a professional responsibility the legal profession owes to society;
- D. MJF's mission is to educate law students and lawyers about their ethical obligation to perform public interest and pro bono legal work, to provide law students with volunteer and other service opportunities, and to encourage law students to undertake pro bono work after graduation from law school;
- E. The above-named Agency is engaged in the practice of public interest law; and
- F. The furtherance of public interest legal work and the training of persons to perform such work is of benefit to MJF, the Agency, the legal profession, and society as a whole.

AGREEMENT

I. The Clerkship

- A. The Agency shall provide training and work experience (a "clerkship") in the area

of public interest law to **Kaela McConnon**, a student member of MJF (hereinafter "Student").

- B. The Agency shall be responsible for structuring the Student's training and evaluating his/her progress.
- C. The Agency shall ensure that the Student's training and work experience is conducted under the direction of a licensed attorney.
- D. The Agency shall provide the training and work experience between May 1, 2015 and September 1, 2015 (the "term"). The full stipend noted below is conditioned on the Student completing 400 hours of training and work experience with the Agency during this term on a schedule determined by the Student and Agency. The Student and Agency may negotiate for additional training and work experience separately from this Agreement.
- E. Notwithstanding anything herein to the contrary, either the Student or the Agency may end the clerkship at any time, with or without cause. If a clerkship should end prior to completion of 400 hours, the Student and Agency must notify MJF immediately.

II. Payment of Grant to Agency and Stipend to Student

MJF shall make a grant to the Agency in the amount of **\$4500**, to be distributed in full to the Student by the Agency. The payment schedule to the clerk shall coincide with the Agency's regular wage and salary schedule. The purpose of this grant is to provide financial support to the Student while he/she receives training and work experience from the Agency in the area of public interest law. The grant check will be sent to the Agency in May 2015.

If the Student does not complete the 400 hour commitment for any reason, the total stipend paid to the Student will be reduced and prorated based on clerkship hours completed against the 400 hour requirement. The Agency shall pay back to MJF any grant amount received by the Agency but not paid to the Student and must do so within 30 calendar days of the end of the Student's clerkship. If the Agency fails to do so, the Agency agrees to pay MJF's costs of collection, including attorneys' fees and legal costs.

III. Treatment of Students for Tax Purposes

The stipend amount represents the Student's gross income. For the purposes of income tax, social security contribution payments, withholding and workers' compensation the Student shall be deemed the employee of the Agency. It shall be the sole responsibility of the Agency to withhold and pay both income taxes and social security contributions and comply with reporting obligations. The Agency shall be required to fulfill any additional responsibilities of an employer, including but not limited to, payment of the employer's contribution to social security, payment of any workers' compensation claims filed on behalf of employee during the clerkship period and issuance of a W2 Form and a Form I-9. MJF makes no representations, and bears no

responsibility or liability whatsoever, with regard to the Agency's relationship to or legal compliance with the Student.

IV. Agency Contribution
The Agency shall contribute \$0 toward the cost of MJF's Summer Clerkship Program.

V. Termination of Agreement
If the Student or Agency becomes unable or unwilling to continue participation in clerkship for any reason: 1) the Agency may terminate, by written notice to MJF, its participation in the program as of the date that the Student or Agency became unable or unwilling to continue participation; or 2) MJF may terminate, by written notice to the Agency, the Agency's participation in the program as of the date that the Student or Agency became unable or unwilling to continue participation. In addition, if the Agency breaches this Agreement or engages in other conduct that MJF determines is not in the best interests of MJF or MJF's Summer Clerkship Program, MJF may terminate, by written notice to the Agency, the Agency's participation in the program as of the effective date stated in such notice.

As stated above, if the Student does not complete the 400 hour clerkship commitment for any reason, the total stipend paid to the Student will be reduced and prorated based on clerkship hours completed against the 400 hour requirement and the Agency shall pay back to MJF any grant amount received by the Agency but not paid to the Student.

VI. Evaluation
The Agency shall conduct at least one formal written evaluation of the Student's clerkship performance and furnish a copy of it to MJF within 30 calendar days of the end of the clerkship. The Agency shall further discuss with the Student the Student's performance. In addition, the Agency shall fill out the MJF evaluation form of MJF's clerkship program and furnish a copy of it to MJF within 30 calendar days of the end of the clerkship. The evaluation form will be provided to the Agency with the grant check.

VII. Hold Harmless
The Agency agrees to defend, indemnify and hold MJF, its officers, directors, employees, and agents harmless from any liability, claims, damages, costs, judgments, settlements, or expenses, including attorneys' fees, resulting directly or indirectly from any act, omission, negligence, alleged malpractice, illegal conduct, or wrongful conduct of MJF, the Agency or Student arising out of or relating to this Agreement or the services rendered under this Agreement.

VIII. No Parol Modifications
No alteration or modification of this Agreement shall be effective unless the modification is in writing and signed by both parties.

IX. Signatures

This Agreement shall be binding upon and for the benefit of the parties and their representatives.

Agreed:

Minnesota Justice Foundation, Inc.

By Janine A. Laird 5-22-15
Janine A. Laird *Date*
Executive Director

Agency

By [Signature] 5/28/15 350 S. Fifth St. - Rm 239
Velma J. Korb *Date* *Address*
Velma J. Korb Minneapolis, MN 55415
Please print name *City, State, Zip*
Director
Title
Minneapolis Dept. of Civil Rights
Name of Agency