

## INTERNSHIP AGREEMENT

LINCOLN COLLEGE in cooperation with	
Agency/School/Program:	
Director/Supervisor:	
Street:	
City:	Zip:
Phone:	Email Address:
Training Schedule:	

STUDENT INTERN	
Student:	
Street:	
City:	Zip:
Phone:	
Date internship begins:	
Expected completion date:	
Occupational goal:	

It is mutually agreed, effective on \_\_\_\_\_ (date), by LINCOLN COLLEGE, 300 Keokuk Street, Lincoln, Illinois (“College”), the College STUDENT whose name and address appears above (“Student”), and the AGENCY whose name and address appears above (“Agency”), that Agency will provide an internship at Agency where Student will interact with clients, observe staff, and develop an understanding of roles performed by Agency workers for the purpose of achieving the outcomes and objectives attached as Exhibit “A.”

## **ARTICLE I. STUDENT ASSIGNMENT AND STATUS**

1. Student Assignments. The schedules for the Internship shall be mutually agreed between the Student, College and Agency prior to the beginning of the Internship.
2. Student Status. Students are placed in Agency as part of their academic curriculum to fulfill the academic requirements of College. Duties performed by students are performed as students and not as employees of either party and thus are not covered by Agency or College for purposes of compensation, fringe benefits, workers compensation, unemployment compensation, minimum wage laws, income tax withholding, social security, health insurance, or any other employment type benefit.

Agency shall be solely responsible for complying with the Fair Labor Standards Act and in confirming that the Student Intern qualifies as an unpaid trainee or unpaid intern.

Students shall not at any time replace or substitute for any Agency employee nor shall students perform any of the duties normally performed by an Agency employee, except such duties as are a part of their training and which are performed by students under the active supervision of an Agency employee.

## **ARTICLE II. COLLEGE RESPONSIBILITIES**

College shall have the following major responsibilities:

1. Provide the coursework and program of which the Internship is a part.
2. Coordinate with on-site Agency staff concerning observations, evaluations, and other Internship activities.
3. Adhere to applicable rules and regulations of the Agency.

## **ARTICLE III. AGENCY RESPONSIBILITIES**

The Agency shall have the following major responsibilities:

1. Provide a meaningful educational experience with supportive guidance and supervision from Agency workers who function as instructors/mentors at the site location.
2. Provide a variety of practical learning experiences, in a rotation, or in a specific department relative to the field of study.
3. Provide regular and timely input and feedback to the Student.

4. Monitor the Student's performance level throughout the term, to officially document a mid-term and final performance evaluation, and to review these evaluations with the Student. The mid-term and final evaluation will be provided through an online link emailed to the supervisor prior to due date.
5. Provide feedback to the College's Internship Coordinators regarding the overall internship experience of the Agency, including student preparedness, recommendations for future placements, and program development considerations.
6. Notify the College's Internship Coordinator of any prolonged Student absence, (more than 2 days), due to illness or injury, or otherwise.
7. Allow a College representative to telephone and visit the Agency, to confirm the Student's engagement and to discuss the Student's work performance with the Student's supervisor.
8. Provide 90 hours of work (an average of 6 hours/week) for 3 credit hour internship [120 hours of work for a 4 credit hour internship]. The goal is that the Student accumulates [90 hours total (3 credit hour internship)] [120 hours (4 credit hour internship)] for the 16 week period.
9. Provide emergency medical treatment for the College's students and employees while they are performing duties under this Agreement to the extent that such emergency medical treatment is necessary prior to the transfer of such student or employee to regular medical facilities. The student or employee shall be responsible for the cost of such care.
10. Direct, supervise, and control Students while they are at Agency's site or participating in Internship Activities. Agency may take any steps it believes are necessary to carry out the functions of the Agency or for the protection of its employees, clientele, and others.
11. Remove any Student from a particular assignment as the Agency deems appropriate; and, if necessary, terminate the Student from the Internship if the Agency believes the Student is performing poorly, neglecting the job responsibilities, or behaving inappropriately while at work.
12. Make the Student an integral part of the Agency during the Internship.
13. Adhere to the starting and ending dates for the Internship as determined by the College. Students may begin working for the Agency before a school term starts, or continue working for the Agency after the term ends, but such time shall be considered part of the Internship.

14. Complete all individual program evaluation requirements and return them to the College's Internship Coordinator within the time parameters established by the College.
15. Treat all Student records confidentially. Agency shall not disclose student records except to Agency or College officials who have a legitimate need to know consistent with their official responsibilities.

#### **ARTICLE IV. MUTUAL RESPONSIBILITIES**

The assigned personnel of the Agency and the faculty of College assigned to the Program will:

1. Confer at such times as may be mutually agreed upon to evaluate the Internship.
2. Cooperate in providing a sound educational environment for the Student while maintaining effective care of Agency clients.
3. Cooperate in informing students of and enforcing the responsibilities of College students as described in Article V below.

#### **ARTICLE V. STUDENT RESPONSIBILITIES**

The Student will:

1. Report for Internship experience as assigned.
2. Assume the cost and responsibility for transportation and meals.
3. Complete and submit volunteer application and any paperwork required by Agency.
4. Adhere to applicable rules and regulations of Agency, including dress code.
5. Pay the cost of any medical care necessary for any injury or illness of the Student resulting from the Internship.
6. Hold harmless College and Agency for responsibility for any injury incurred in the Agency setting.
7. Sign the Student Acceptance of Internship below.
8. If under eighteen (18) years of age, provide a written statement by a parent or guardian consenting to appropriate medical treatment if such treatment is necessary while assigned to any -activity in the Agency.

## ARTICLE VI. HOLD HARMLESS/INDEMNITY AND INSURANCE

1. Hold Harmless/Indemnity. To the extent permitted by law, College agrees to indemnify and hold the Agency and its agents and employees harmless from and against any and all claims, demands, actions, suits, losses, damages, or expenses which may be claimed or recovered against or from the Agency, its agents, employees, volunteers or other working on behalf of the Agency, arising out of the performance of the terms of this Agreement, provided that such actions arise or are caused by the negligence or breach of a legal duty on the part of the College, its agents or employees.

To the extent permitted by law, Agency agrees to indemnify and hold the College and its agents and employees harmless from and against any and all claims, demands, actions, suits, losses, damages, or expenses which may be claimed or recovered against or from the College, its agents, employees, volunteers or other working on behalf of the College, arising out of the performance of the terms of this Agreement, provided that such actions arise or are caused by the negligence or breach of a legal duty on the part of the Agency, its agents or employees.

2. Insurance. Agency and College shall obtain and maintain during the course of this agreement, the insurance required under this section 2. All coverage shall be with insurance carriers acceptable to both parties.

Each party shall procure and maintain during the life of this contract Commercial General Liability Insurance on an "occurrence" basis with limits of liability not less than \$1,000,000 per occurrence and/or \$2,000,000 aggregate combined single limit, for personal injury, bodily injury and property damage liability. Coverage shall include the following extensions: contractual liability, products and completed operations, broad form general liability extensions or equivalent. Coverage shall include the following endorsements: an endorsement naming as additional insureds the other party, its elected and appointed officials, employees, students, and volunteers; and an endorsement stating the following: "It is understood and agreed that thirty (30) days advance written notice of cancellation, non renewal, reduction and/or material change shall be sent to Agency/College.

Prior to execution of this agreement, and as requested by a party, each party shall provide the other with certificates of insurance evidencing all above insurance requirements.

3. Survival. It is agreed that neither the termination of this agreement nor completion of the acts to be performed under this agreement shall release either party from the obligation to indemnify the other as to any claim or cause of action asserted against a party so long as the event upon which such claim or cause of action is predicated shall have occurred prior to the effective date of such termination or completion.

## ARTICLE VII. GENERAL PROVISIONS

1. Governing Law. This Agreement shall be deemed to be made under the laws of the State of Illinois and for all purposes shall be construed in accordance with the laws of the State of Illinois, exclusive of its choice of law provisions.
2. Non-Discrimination. College does not discriminate on the basis of race, color, creed, religion, national origin, disability, sex, age, sexual orientation, or military status or any other category protected by federal, state or local law in admission to, and participation in, its educational programs, activities and services, and employment practices, including the Program which is the subject of this Agreement. Agency agrees that it will abide by this nondiscrimination policy with respect to College employees and students in the Program.
3. Entire Agreement. This is the entire agreement of the parties regarding its subject matter, and supersedes all prior and contemporaneous oral or written agreements and representations between the parties and/or their representatives.
4. Amendments. No amendment to this agreement shall be effective unless in writing and signed by authorized representatives of College and Agency.
5. Termination Upon Breach. Either College or Agency may terminate this agreement and, in addition to all other rights and remedies it may have under law or equity, be relieved of all further obligations hereunder, in the event of a material breach of the agreement by the other party if the breach is not cured within thirty (30) days from receipt of notice of such breach. Notwithstanding such termination, Student may complete the agreed hours of Internship opportunities as designated.
6. Force Majeure. Neither College nor Agency shall be deemed in default under this Agreement due to its inability to perform its obligations by reason of any fire, earthquake, flood, substantial snowstorm, epidemic, accident, explosion, casualty, strike, lockout, controversy, riot, civil disturbance, act of public enemy, embargo, war, act of God, or any municipal, county, state or national ordinance or law, or any executive, administrative, or judicial order (which order is not the result of any act or omission which would constitute a default hereunder), or any failure or delay of any transportation, power, or communications system or any other or similar cause beyond that party's control.
7. Assignment. Neither College nor Agency shall assign its rights or duties under this Agreement, directly or indirectly, in whole or in part, without the prior written consent of an authorized representative of the other party. Student may not assign his or her rights or duties under this Agreement, directly or indirectly, in whole or in part.

8. No Joint Venture. Neither this Agreement nor any act of a party pursuant to this Agreement shall be construed to create any partnership, joint venture, or agency relationship between the parties, nor shall a party hold itself out to be vested with any power or right to bind another party contractually or to act on behalf of another party.
9. Waiver. No failure of a party to enforce a term or condition of this Agreement shall be deemed a waiver of this Agreement, in whole or in part, unless otherwise expressly agreed in a writing signed by authorized representatives of the parties.
10. Survival of Termination. The obligations of the parties under this Agreement that by their nature would continue beyond expiration or termination of this Agreement, including but not limited to Article VI above [Articles I and VI above—use if paid internship], shall survive any such expiration or termination.
11. Headings. Headings in this Agreement are for convenience only and are not to be used to construe its terms.
12. Severability. Should any portion of the Agreement be found invalid by a court of competent jurisdiction, the remainder of the Agreement shall continue in full force and effect.
13. No Third Party Beneficiary. This Agreement is intended solely for the mutual benefit of the parties hereto, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than Student, Agency or College. Without limiting the generality of the foregoing, no rights are intended to be created for any client, any student other than a signatory to this Agreement who is a participant in good standing in both the Program and the Practicum, any employer, or any future or prospective employer of any student.
14. Not Exclusive. Each party may enter into agreements with other institutions or agencies at any time.

This Agreement is made effective as of the date first written above authorized representatives of the parties below. As between College and Agency only the first executed form of this agreement shall automatically be extended annually for additional periods of one (1) year each unless College or Agency notifies the other party in writing six (6) months in advance of the next scheduled Practicum experience.

COLLEGE

AGENCY

\_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Name, Printed or Typed)

\_\_\_\_\_  
(Name, Printed or Typed)

Its: \_\_\_\_\_  
(Title of Authorized Representative)

Its: \_\_\_\_\_  
(Title of Authorized Representative)

Date: \_\_\_\_\_

Date: \_\_\_\_\_



STUDENT ACCEPTANCE OF INTERNSHIP

In consideration of my acceptance as an Intern by the above-named Agency, and the efforts of the College in securing such placement, I do hereby agree to the following:

1. I agree to follow all the rules, procedures and guidelines of the Agency during my Internship.
2. I agree that my behavior will be exemplary and above reproach during my Internship.
3. If the Activities during my Internship cause or create any undue, unreasonable, or unusual risk of harm to me or others, I will immediately notify both (1) the supervisor or on-site person in charge of the Internship and (2) the College.
4. I shall indemnify and hold Agency and College harmless from any and all claims, demands, suits, damages, losses, or costs which may be claimed or recovered against Agency and/or College arising out of, relating to, or caused by my actions or negligence.
5. I acknowledge and agree to comply with the terms of the foregoing Internship Agreement, including but not limit to the Student Responsibilities set forth in Article V.
6. I acknowledge my assignments and student status as set forth in Article I of the foregoing Internship Agreement.
7. I understand and agree that I may be removed from a particular assignment as deemed appropriate by the Agency. I also understand and agree that I may be terminated as a Student from the Internship if the Agency believes that I am performing poorly, neglecting the job responsibilities, or behaving inappropriately while at work.

STUDENT

PARENT (If Student is a Minor)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature of Parent or Guardian)

\_\_\_\_\_  
(Name, Printed or Typed)

Date: \_\_\_\_\_