**Agreement for Civic Engagement Internship**

This Agreement is entered into by and between the Board of Trustees of Illinois State University, a public body, corporate and politic of the State of Illinois with principal offices at Normal, Illinois, for and on behalf of its Center for Civic Engagement, hereinafter “University” and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with principal offices at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter “Agency”.

As part of its ongoing instruction and preparation of its students through classroom and laboratory experiences and to develop civically responsible individuals who are committed to community, and comprehend the interdependence between communities, societies and the rest of the World, University seeks internships for its students enrolled in the Civic Engagement Minor, who are in good academic standing. The Agency is able to provide such a setting, supervised experience, and related educational facilities for these students (“internship”).

**1. Effective Date and Renewal**

This Agreement shall become effective on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and continue for one (1) year, and shall automatically renew from year to year thereafter for a period not to exceed ten (10) years unless terminated by either party.

**2. Placement of Internship Students**

 Prior to the beginning of each internship, Agency and University shall agree upon the number of students to be placed at the Agency and the duration of each internship. Should any situation arise which may impede a student’s successful completion of the internship, Agency and University will attempt to discuss and reach mutual agreement with the student regarding options for completing, rescheduling, or canceling the internship.

**3. University Responsibilities**

3.1 University shall provide the basic preparation of the student(s) through classroom instruction and practice and shall provide the educational direction for the internship, and will provide Agency with any course syllabus, evaluation forms, or other materials relevant to the experience. University shall designate a faculty or staff member as a liaison to the Agency to provide consultation regarding the student internship, supervision, and periodic review and evaluation of student progress toward meeting the University’s educational objectives.

3.2 University will refer students to the Agency for pre-placement interviews and follow up with the Agency to assist making a placement decision.

3.3 University shall inform student(s) that they must adhere to the following requirements during the internship:

1. Student will assume an active role in the learning process, including preparation for and openness to supervision conferences with the Agency personnel and University supervisor.
2. Student will adhere to all policies, procedures, and standards established by the University and Agency. Agency has full discretion to immediately remove any student deemed by Agency to be clinically unsafe to patients, employees, or others. Agency will notify the University prior to the removal of the student. Agency reserves the right to prohibit the return of any such student(s) unless a corrective action plan satisfactory to Agency has been proposed and its compliance assured by the Student. Agency further reserves the right to remove any student whose conduct is contrary to Agency’s standards of conduct as set forth in its policies and procedures. The Agency agrees to attempt to work with the University for remediation when possible prior to removal.
3. Student will be responsible for their own transportation to and from Agency during the internship.
4. Student will be responsible for adhering to established schedules and notifying and gaining approval from Agency and University of any absences or necessary schedule changes.
5. Student will obtain prior written approval of Agency and University before publishing or posting publicly any material relative to the internship. This includes, but is not limited to, any social media sites.
6. Student will maintain confidentiality related to Agency’s files and/or client information.

**4. Agency Responsibilities**

4.1 Agency will be responsible for conducting any background checks or other similar requirements related to the Internship. Agency may require payment for such checks to be the responsibility of Student. Agency will provide supervision of student(s) and cooperate in providing systematic written review of the student performance in the internship. Agency and University shall mutually agree upon appropriate certifications or credentials and responsibilities of the supervisor. The Agency shall provide meaningful and appropriate learning experiences to student to achieve the University’s educational objectives for the internship, including, but not limited to the following:

* Students will gain first-hand knowledge and experience about the Agency. This includes: (a)atmosphere, attitudes, and values in an organization; (b) purpose, structure, and operation of an organization; (c) Functions and tasks of the organization and its relationship with the community; (d) observation and understanding the decision-making process in the organization.
* Students will be provided the opportunity to engage in professional activities related to their field(s) of study.
* Students will be allowed to put into practice and apply conceptual knowledge and skills learned in the classroom.
* Students will be allowed to professionally interact with supervisors and other personnel in order to learn about their role in the Agency; and will receive feedback about their performance.
* To the extent possible, students will be provided the professional experience and responsibilities similar to those that would be encountered by the students after graduation if working in a comparable Agency.

4.2 The Agency will provide a supervisor with interest and willingness to assume a co-educational role consistent with the Internship course objectives, and to orient the student(s) to meet one-on-one with the student(s) periodically and provide midterm and final evaluation of student performance to University within the format provided by University.

4.3 The Agency shall provide access to records, appropriate space, and other Agency resources as may be required by student to participate fully in the internship.

4.4 If available, immediate provision of emergency health care to student(s) shall be assured in any instance of injury or illness at the Agency. Expenses of such care shall be the sole responsibility of the student, unless the injury or illness is caused by the actions or inactions of the Agency.

4.5 Student(s) will not take the responsibility or place of qualified staff. A student is not an employee of University or Agency under the terms of this Agreement.

4.6 Agency agrees to comply with all applicable laws, regulations, rulings, or enactments of any governmental authority, and agrees to obtain (at its own expense) any necessary licenses, permissions, and accreditations necessary to maintain its operation.

4.7 Agency will provide orientation and/or training to Student(s) on any of Agency’s applicable policies, procedures, rules and regulations, or safety concerns, and will ensure has adequate physical facilities and/or support to complete the internship.

4.8 Agency certifies that it follows and will continue to follow all governmental issued guidance issued regarding COVID-19. Noncompliance with such guidance will cause the University to remove its participating students and no other students will be allowed to participate until Agency is in compliance with State of Illinois guidance. Agency will provide to Student any PPE required to participate in the internship.

**5. Insurance**

5.1 University agrees to maintain professional liability insurance in the minimum amounts of $1,000,000 per claim and $2,000,000 in the annual aggregate on behalf of its students and faculty. University also agrees to maintain general liability insurance in the minimum amounts of $1,000,000 per occurrence and 3,000,000 in the annual aggregate on behalf of its employees, faculty and other agents of the University. At Agency’s request, University shall furnish Agency with a certificate of insurance or other written document reasonably satisfactory to the Agency as evidence of its insurance coverage in full force and effect. University shall send evidence of insurance coverage to Agency at the address shown in Article 8 prior to the beginning of the student internship.

5.2 Agency agrees to maintain professional and general liability insurance, or self-insurance, in the minimum amounts of $1,000,000 per claim or occurrence, $3,000,000 aggregate, for its employees, agents, and servants with an insurance carrier acceptable to the University. Agency shall furnish University with a certificate of insurance or other written document reasonably satisfactory to the University as evidence of its insurance coverage in full force and effect. Agency shall send evidence of insurance coverage to College at the address shown in Article 8 prior to the beginning of the student internship.

**6. Liability**

Neither party to this Agreement shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law. This Agreement shall not be construed as seeking either to enlarge or diminish any obligation or duty owed by one party to the other or to a third party.

**7. Termination**

7.1 Either party may provide notice to the other of its intent not to renew this Agreement ninety (90) days prior to the expiration of the current term.

7.2 Either party may terminate this agreement for any reason upon ninety (90) days written notice to the other.

7.3 Either party may terminate this Agreement for breach, including but not limited to failure to meet insurance requirements, failure to provide a supervisor with appropriate credentials, or failure to maintain licensure or certification, if applicable. Notice to the other party of breach must be in writing pursuant to the provisions of paragraph 8. If the breach is not remedied with in thirty (30) days, the Agreement may be terminated by giving ten (10) days written notice to the other party.

7.4 Notwithstanding the foregoing paragraphs, student(s) placed at Agency at the time notice of termination or non-renewal is given shall be allowed to complete the current internship.

**8. Notices:**

All notices required herein shall be in writing and shall be sent via registered or certified mail return receipt requested or by an overnight courier service to the persons listed below. A notice shall be deemed to have been given when received by the party at the address set forth below.

Notices to the Agency shall be sent to:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Attn: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notices to the University shall be sent to:

Center for Civic Engagement

300 W North Street

Normal IL 61761

Attn: Katy Strzepek

**9. General Provisions**

9.1 University and Agency agree to comply with all applicable federal and state nondiscrimination, equal opportunity and affirmative action laws, orders and regulations. University and Agency shall not engage in unlawful discrimination or harassment against any person because of race, color, ancestry, national origin, religion, pregnancy, sexual orientation, order of protection, gender identity and expression, age, marital status, disability, genetic information, unfavorable military discharge, status as a veteran, or sex (including sexual harassment, sexual assault, domestic violence, dating violence, and stalking). The Agency agrees to cooperate with any University investigation and/or complete its own review and provide the University with a written outcome of its appropriate review and handling of any complaints of discrimination or harassment made by participating students arising out of this Agreement.

9.2 Neither party shall use the name of the other in any written material including but not limited to brochures, letters, and circulars, without the prior written consent of the other, but with the exception of listings of facilities as may be required by University’s accrediting agencies.

9.3 This Agreement is to be governed and construed in accordance with the laws of the State of Illinois.

9.4 University and Agency acknowledge that certain information about University’s students is contained in records maintained by University and/or Agency and that this information is confidential by reason of University policy and the Family and Educational Rights and Privacy Act (FERPA) of 1974 (20 U.S.C. 1232g). Both parties agree to protect these records in accordance with FERPA and University policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities.

9.6. Nothing in this Agreement is intended to or shall create any rights or remedies in any third party.

9.7 The relationship of each party to the other under this Agreement shall be that of Independent Contractor. While engaged in educational activities related to the internship, student(s) shall not be considered an agent or employee of the Agency or University.

9.8 Agency affirms that, to the best of its knowledge, there exists no actual or potential conflict between the Agency’s family, business, or financial interests and its obligations under this Agreement; and, in the event of change in either its private interests or obligations under this agreement, the Agency will raise with the University any questions regarding possible conflict of interest which may arise as a result of such change.

9.9 The failure of either party at any time to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or affect the validity of this Agreement or any part thereof, or the right of either party thereafter to enforce each and every provision in accordance with the terms of this Agreement.

9.10 In the event that any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms. All commitments by the University under this Agreement are subject to constitutional and statutory limitations and restrictions binding upon the University.

9.11 In the event of any litigation arising in connection with this Agreement, University and Agency agree to cooperate in risk management, prevention, claims investigation, and litigation under the direct control and supervision of their respective legal counsel.

9.12 This Agreement may not be assigned by either party without the prior written consent of the other party. Such consent shall not be unreasonably withheld if the assignment is in the context of a merger between a party and an affiliated entity of such party provided, however, that the obligations of such party under this Agreement shall not be extinguished or otherwise affected by any such assignment.

9.13 This Agreement, attachments, and incorporated references shall constitute the entire Agreement between the parties with respect to the subject matter herein and supersedes all prior communications and writings with respect to the content of said Agreement.

9.14 This Agreement may not be modified by either party unless such modification is mutually acceptable to both parties, is reduced to writing, and signed by both parties.

This Agreement shall not be binding until signed by all parties. The persons signing this Agreement represent and warrant that they have authority to bind their respective parties.

**The Board of Trustees of Illinois (Agency)**

**State University**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Dr. Aondover Tarhule Signed

 Its Vice President & Provost Its: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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