

INTERNSHIP PROGRAM CONTRACTUAL AGREEMENT

Semester: ☐ Fall 20____ ☐ Spring 20____ ☐ Summer 20____

Student Name: _____ Academic Program: _____

Whereas, _____, hereafter referred to as the Internship Site, recognizes the

professional responsibility of assisting in the teaching of students interested in _____ and is interested in providing assistance to the University in its curricula, and, whereas, Fitchburg State University, hereafter referred to as the University, is currently conducting an internship program and desires to obtain the assistance of the Internship Site in furthering its educational objectives.

Now, therefore, in consideration of the mutual agreements set forth herein, Fitchburg State University and the Internship Site agree as follows:

RESPONSIBILITIES OF THE UNIVERSITY

1. Use proper administrative channels (agreeable to both parties) to make plans for the educational experience of their students.
2. Acknowledge that students will be expected to comply with current policies and procedures of the Internship Site, and the appropriate department of the agency/department.
3. Provide students who meet the minimum academic requirements (as agreed by both parties) necessary to enter the agency/department experience.
4. Propose the internship start and end dates and total number of hours students will be assigned and the expected learning objectives (as agreed by both parties) by the beginning of each semester.
5. Provide a specific faculty member who will serve as liaison with Internship Site personnel where necessary.
6. Provide and maintain records and reports necessary for conducting the learning experience.
7. Provide educational objectives for the agency/department experience and curriculum content.
8. To withdraw any student or faculty member from the program when such student or staff person is unacceptable or undesirable to the Internship Site for reasons of health, performance of duties, or other reasonable causes.
9. University shall procure and maintain professional liability insurance coverage in the amount of \$1 million per occurrence and \$3 million in the aggregate covering all students and faculty who participate in the internship program. Evidence of same shall be provided to Internship Site and filed in the Office of Academic Affairs. University will notify Internship Site in writing, promptly in the event that such coverage is changed or canceled.
10. Require students to provide evidence of current physical examinations, including documentation of Rubella immunity, evidence of immunity to chicken pox (Varicella) provided either through a physician's note or proof of titer, a Negative (-) Mantoux Test, and Hepatitis B Immunity, if required by Internship Site.
11. Arrange with the director at the Internship Site for an orientation to by-laws, rules and regulations of the Internship Site, if applicable.

RESPONSIBILITIES OF THE INTERNSHIP SITE

1. Provide orientation of the student to the physical facilities, policies, and procedures of the Internship Site.
2. Provide an experience under the supervision of qualified personnel that meets the stated objectives of the educational program (as agreed to by both parties). In essence, this means that the student will observe and participate in the Internship Site (to the extent allowed by licensing and liability requirements) as outlined herein;
 - a. Provide a description of Student Responsibilities:
 - i. Hours Per Week _____
 - ii. Total Hours/Semester _____
 - iii. Describe scope of tasks and activities in which the student will be involved over the course of the Internship experience:
 - b. If the student is employed within the Internship agency, attach a copy of her/his job description. In addition, indicate whether the following conditions are met:
 - ☐ Separate supervisors are assigned to oversee the student's fieldwork experience and the student's employment.
 - ☐ The job description for the Internship includes new responsibilities and does not simply mirror those for paid employment. If the job is sufficiently new, this provision may not apply.
 - ☐ Care will be taken by the Internship Supervisor to ensure that the student is not permitted to work more than 40 hours of paid employment per week (i.e., no overtime or double shifts) during the span of the Internship.
3. Expect the student to perform only those tasks commensurate with his/her level of education and experience and furnish direct supervision to provide for the safety and welfare of both client and student.
4. Provide a specific person to oversee the internship agency/department educational program and act as liaison between the Internship Site and University.
5. Provide cooperation, when asked, in formal evaluation of students, consonant with educational objectives jointly agreed to by both parties (see Internship Guide).
6. Provide and maintain the records and reports required by the University for conducting the educational program

RESPONSIBILITIES OF BOTH PARTIES

1. No individual participating in this program shall be discriminated against because of race, color, creed, religion, national origin, gender, age, disability, sexual orientation, gender identity, gender expression, genetic information, marital status, veteran status or any other characteristic protected by law.
2. The Internship Supervisor and the University's Faculty Supervisor will ensure that student interns do not work more than 40 internship hours per week at the Internship Site.

INDEMNIFICATION AGREEMENT

1. To the extent permitted by law, the University agrees to indemnify and hold harmless Internship Site, its respective Trustees, officers, directors, agents and its employees and all professional and administrative staff working for or at Internship Site from any actions, proceedings, claims, liabilities, losses, damages, costs and expenses of any nature including personal injury, death or property damage (including without limitation Internship Site's reasonable attorney's fees and costs) arising out of, resulting from or relating to 1) Internship Site's participation in the program (including but not limited to participation in any evaluation of students); 2) the acts or omissions of any student, instructor, or person affiliated with the University including its employees, servants, agents or; 3) breach of any of the terms hereof by the University, except to the extent such claims, liabilities, damages, costs and expenses are determined to be the result of the negligence of the Internship Site, its Trustees, officers, directors, agents and employees.

2. Notwithstanding the foregoing, because the University is a public institution of higher education in the Commonwealth of Massachusetts ("public University"), no Board of Trustees, or agents thereof, of any public University has the authority, statutory or otherwise, to enter into an indemnification or hold harmless agreement on behalf of a public University of the Commonwealth. Further, pursuant to amended Article 62, §1, of the Massachusetts Constitution, and applicable Massachusetts case law, the Commonwealth and public University are prohibited from indemnifying or holding harmless, in any manner, any individual or any private association, or any corporation which is privately owned and managed. Where the party to a contract with the Commonwealth or public University is not an individual private association, or a corporation that is privately owned and managed, the Commonwealth or public University can indemnify or hold harmless such party only upon a two-thirds vote of each House of the Massachusetts Legislature.
3. In the event of that repeal of amended Article 62, §1, AND the enactment of statutory authority authorizing a Board of Trustees, or agents thereof, of a public University of this Commonwealth, to enter into an indemnification or hold harmless agreement on behalf of a public University of this Commonwealth, the parties agree to the terms of the preceding paragraph, to the extent that these terms are consistent with such statutory authority.

RESPONSIBILITIES OF THE STUDENT

1. Student Health—A student who becomes ill or injured while performing the educational experience may: access healthcare at Community Health Connections; seek treatment with his or her own physicians; and/or report to the emergency room/outpatient clinic. In all instances, student is ultimately responsible for payment of fees related to illness or injury.
2. Time Commitment—The student will complete the necessary hours required to complete the credits they are registered for, agreed upon with faculty of the University and the Internship Site. Time credit can be given for work done away from the workplace if agreed to by the faculty of the University and Internship Site. The student will keep a journal/log of the hours spent at the site, and the type of activity/work performed.
3. Student Goals and Objectives—The student requests work experience related to identified learning objectives.

This agreement is for the duration of the student Internship, and may be terminated by either party upon written notice.

The duration of the Internship will be from _____ to _____.

Student Name (please print): _____

Student ID Number: _____ Email: _____

Address: _____

Telephone: _____ Cell Phone: _____

Internship Location Name (please print): _____

Internship Site Supervisor Name: _____

Address: _____ Telephone: _____

Cell Phone: _____ Email: _____

Signed: _____ Date: _____
(Student)

Signed: _____ Date: _____
(University Faculty Supervisor)

Signed: _____ Date: _____
(Internship Site Supervisor)

Fitchburg State University, 160 Pearl Street, Fitchburg, Massachusetts 01420