

INTERNSHIP AGREEMENT

This agreement establishes the relationship between California University of Pennsylvania (referred to as the "University"), an educational institution in the State System of Higher Education, Commonwealth of Pennsylvania and Mt. Diablo VSD, referred to as the "Organization").

The University offers degree programs in a wide variety of disciplines, which are academically enhanced by practical experiences outside of the traditional classroom setting. For this agreement the Organization shall provide practical experience pursuant to the terms of this agreement and serve as an internship site offering facilities, resources, and supervision to students. Both parties agree to the following:

I. DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY

1. The University will be responsible for internships that are conducted during a regular academic semester(s) or scheduled summer term(s). The University and the Organization agree to schedule the internship hours to mutually benefit all parties involved and to conform to the scheduling formula of 40 hours of site contact to equal one credit.
2. The University shall certify eligibility for students registering internships for academic credit. Approved students will have the appropriate educational background and skills consistent with the advertised internship and departmental requirements for participation.
3. The University determines the amount of academic credit to be earned through the internship and establishes all academic requirements that the student must meet to earn the credit. The University establishes a grading system and criteria to earn the grade upon completion of the internship.
4. The University will assign a faculty member to monitor and evaluate the student's performance during the internship. The University will assume all costs associated with the faculty supervision of the intern.
5. The University, at the beginning of the internship term, will provide the Organization with all evaluation materials and the expected timeline for submission.
6. The University agrees to advise students of any known policies, procedures, and requirements of the internship as specified by the Organization.
7. The University, at the beginning of the internship term, will inform the Organization of course requirements such as the intern's attendance at meetings/seminars or activities that may take the intern away from the assignment.
8. The University may request termination of the internship placement for any student not complying with University guidelines and procedures for the internship program, as long as the Organization has been notified in advance.
9. The Organization understands that as an Agency of the Commonwealth, the University is prohibited from purchasing insurance. As a public university and state instrumentality there is no statutory authority to purchase insurance and it does not possess insurance documentation. Instead, it participates in the Commonwealth's Tort Claims Self-Insurance program administered by the Bureau of Risk and Insurance Management of the Pennsylvania Department of General Services. This program covers Commonwealth/University-owned property, employees, and officials acting within the scope of their employment, and claims arising out of the University's performance under this Agreement, subject to the provisions of the Tort Claims Act, 42 Pa.C.S.A §§8521, et seq.

II. Duties and Responsibilities of the Organization

1. The Organization agrees to prepare an internship job description that outlines the duties and responsibilities of the intern. The University will use this document to determine the suitability of the internship for academic credit. Should changes to the job description be necessary after the internship is approved, the Organization agrees to notify the University of such changes.
2. The Organization agrees to notify the University of all selection criteria and any requirements of the selection process including but not limited to background investigations, drug testing, health screenings, etc.
3. The Organization selects interns based on the Organization's needs and preferences.
4. The Organization determines the schedule that the intern will maintain on premises. The total scheduled hours will comply with standards established by the University for the award of credit hours: 40 hours of site contact equals one credit. The minimum internship is 120 hours for a semester or summer term.
5. The Organization, at the beginning of the internship, determines the amount of compensation, if any, received by the intern. The Organization will inform the University if interns will receive an hourly wage, stipend or will serve in a non-paid capacity.
6. The Organization agrees to provide suitable workspace and resources for the intern to complete the internship assignment. The Organization will also provide orientation, training, supervision and evaluation of the intern.
7. The Organization shall provide all reasonable information requested by the University on a student's internship performance. If there are any student evaluations, they will be completed and returned according to any reasonable schedule agreed to by the University and the Organization.
8. The Organization also agrees to allow the intern to attend University-required internship meetings/seminars during the internship.
9. Should the Organization become dissatisfied with the performance of a student, the Organization may in its sole discretion request removal of the student.

III. Mutual Terms and Conditions

1. This agreement will last for 2 years from the date of the final signature below. Either the University or the Organization may terminate this agreement with 30 days written notice to the other party regarding such termination. Should the Organization wish to terminate the agreement prior to the completion of a semester/term, any student intern(s) will have the opportunity to complete their internship. In the event of a substantial or material breach, either party may terminate this agreement.
2. The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regards to sex, age, race, color, creed, national origin, Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of the Americans with Disabilities Act.
- 3.. The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.
4. Neither of the parties shall assume any liabilities to each other. As to liability to each other or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this contract. This provision shall not be construed to limit the Commonwealth's rights, claims or defenses which arise as a matter of law pursuant to any provisions of this contract. This provision shall not be construed to limit the sovereign immunity of the Commonwealth or of the State System of Higher Education or the University.
5. This Agreement represents the entire understanding between the parties. This Agreement shall only be modified in writing with the same formality as the original Agreement.

The authorized representatives of the parties have executed this Agreement as of the date indicated below.

California University of Pennsylvania

(Organization Name)

(California University Authorized Signature)

(Organization Authorized Signature)

Bruce Barnhart, Provost

(Name/Title)

(Print Name/Title)

EFFECTIVE DATE OF AGREEMENT (date of last signature): _____

Approved by SSHE Legal Counsel 9/7/02

Please sign and return to:

Meaghan Clister, Director
Internship Center
California University of PA
Natali Student Center Suite 138
250 University Avenue
Box #57
California, PA 15419