

INTERNSHIP PROGRAM CONTRACTUAL AGREEMENT

Semester: Fall 20____ Spring 20____

Student Name: _____ Academic Program: _____

Whereas, _____, hereafter referred to as the Field Placement 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 Field Placement Site in furthering its educational objectives.

Now, therefore, in consideration of the mutual agreements set forth herein, Fitchburg State University and the Field Placement 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 Field Placement 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 Field Placement Site personnel where necessary.
6. Provide and maintain records and reports necessary for conducting the learning experience (see Field Placement Guide).
7. Provide educational objectives for the agency/department experience and curriculum content (see Field Placement Guide).
8. To withdraw any student or faculty member from the program when such student or staff person is unacceptable or undesirable to the Field Placement 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 Field Placement Site and filed in the Office of Academic Affairs. University will notify Field Placement 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 Field Placement Site.
11. Arrange with the director at the Field Placement Site for an orientation to by-laws, rules and regulations of the Field Placement Site, if applicable.

RESPONSIBILITIES OF THE FIELD PLACEMENT SITE

1. Provide orientation of the student to the physical facilities, policies, and procedures of the Field Placement 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 Field Placement Site (to the extent allowed by licensing and liability requirements) in accordance with the Field Placement Guide and 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 field placement experience:

- b. If the student is employed within the field placement 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 field placement 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 Field Placement 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 field placement.

- c. Describe the agency's support system, in particular the safeguards taken to minimize risks to students in situations that may require expertise beyond their current capabilities (e.g., assaultive clients, emergency situations requiring clinical experience, including medical emergencies, suicidal or psychotic behavior, etc.):

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 Field Placement Site and University.
5. Provide cooperation, when asked, in formal evaluation of students, consonant with educational objectives jointly agreed to by both parties (see Field Placement 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 Field Placement Supervisor and the University's Faculty Supervisor will ensure that student interns do not work more than 40 internship hours per week at the Field Placement Site.
3. To meet as outlined in the Field Placement Guide and review the program.

INDEMNIFICATION AGREEMENT

1. To the extent permitted by law, the University agrees to indemnify and hold harmless Field Placement Site, its respective Trustees, officers, directors, agents and its employees and all professional and administrative staff working for or at Field Placement 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 Field Placement Site's reasonable attorney's fees and costs) arising out of, resulting from or relating to 1) Field Placement 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 Field Placement 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 of the Field Placement Site, if applicable. In all instances, student is ultimately responsible for payment of fees related to illness or injury.
2. Salary and Time Commitment—For six (6) credit hours, the student will spend a minimum of 225 hours, for nine (9) credit hours, a minimum of 337.5 hours, and for twelve (12) credit hours, it would be a minimum of 450 hours at the Field Placement Site. Time credit can be given for work done away from the workplace if agreed to by the faculty of the University and Field Placement Site. The student will keep a journal/log of the hours spent at the site, and the type of activity/work performed (see Field Placement Guide).
3. Student Goals and Objectives—The student requests work experience as defined in the Learning Contract (see Field Placement Guide).
4. Evaluation Procedures—The student will meet for 10 seminar classes during the semester and be responsible for written work as outlined in the Field Placement Guide.
5. His/her supervisor at the Field Placement Site will evaluate the student. This evaluation will constitute 60% of the student's grade.

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): _____

Field Placement Site Supervisor Name: _____

Address: _____ Telephone: _____

Cell Phone: _____ Email: _____

Signed: _____ Date: _____
(Student)

Signed: _____ Date: _____
(University Faculty Supervisor)

Signed: _____ Date: _____
(Field Placement Site Supervisor)

Signed: _____ Date: _____
(Executive Director or Designee)