

COLLEGE-SITE AGREEMENT

For Unpaid Placement of an Internship or Practicum

This agreement entered into this ____ day of _____ (month), _____ (year), between **Nevada System of Higher Education** ("NSHE") on behalf of the **Truckee Meadows Community College** and the Career Center of Student Services (collectively referred to as the "College") and _____ (the "Site").

I. TERMS OF AGREEMENT

1.1 This agreement is for a period of four (4) years starting on _____.

II. RESPONSIBILITIES OF THE COLLEGE

- 2.1 The College will assign the student to the Site in courses or programs through the College academic departments, institutes and programs.
- 2.2 The College will provide training and orientation for the student and will provide opportunities for the student to reflect upon his or her experience working at the Site.
- 2.3 The College will work closely with the student and the Site to meet the expectations and priorities of the Site.
- 2.4 The College will advise the student of his or her responsibility to:
 - (a) Participate in all training required by the Site.
 - (b) Exhibit professional, ethical and appropriate behavior when at the Site.
 - (c) Complete all assigned tasks and responsibilities in a timely and efficient manner.
 - (d) Abide by the Site's rules and standards of conduct.
 - (e) Maintain the confidentiality of the Site's proprietary information, records and information concerning its clients.
 - (f) Support the Internship/Practicum and its objectives by providing support for clients and/or Site staff as necessary.
 - (g) Obtain background check, vaccinations and obtain fingerprints if the Site requires them.
- 2.5 The College will advise the student that neither the College nor the Site assumes any financial responsibility in the event he or she is injured or becomes ill as a result of his or her participation in an activity at the Site. The student is required to maintain health insurance.

III. RESPONSIBILITIES OF THE SITE

- 3.1 The Site will provide a student orientation that includes a site tour, where applicable, an introduction to staff, a description of the characteristics of and risks associated with the Site's operations, services and/or clients, a discussion concerning safety policies and emergency procedures, and information detailing where students check-in and how they log their time.
- 3.2 The Site will provide student with a sufficient explanation of their project tasks and responsibilities.
- 3.3 The Site will provide a supervisor, who will meet with the student to provide support and to review progress on assignments and activities.
- 3.4 The Site will provide appropriate training, equipment, materials and work area for student prior to student performing assigned tasks or working with the Site's clients.

- 3.5 The Site will inform the student of any need for a background check, fingerprinting and vaccinations, ensure that the student obtains the student's fingerprints, background check and vaccinations and maintain the confidentiality of any results as required by federal and state law, prior to starting Internship/Practicum. The College does not perform background checks, fingerprinting or provide vaccinations.
- 3.6 The Site will evaluate the student if requested by the College and contact the College if the student fails to perform assigned tasks or engages in misconduct.
- 3.7 The Site will communicate with the Internship Coordinator or Faculty Sponsor who has assigned the internship assignment before, during and after the placement of the student to assess impact, benefit and learning outcomes.
- 3.8 The Site will notify the College as soon as is reasonably possible of any injury or illness to a student participating in an activity at the Site. The Site agrees to provide emergency health care for illnesses or injuries resulting from the Site activity. Such emergency care will be provided at usual and customary charges at the student's expense, unless the Site is a public agency which may provide workers compensation to volunteers and chooses to provide workers compensation coverage for the student as an employee.
- 3.9 The Site will not ask the student to transport any person, unless the Site maintains business automobile liability insurance coverage for the student.

IV. STATUS OF STUDENT

- 4.1 As the student is participating in an unpaid Internship/Practicum, each party agrees that no student will be deemed to be an officer, employee, agent, independent contractor or volunteer of the Site or the College, nor will the Site or the College be liable for the payment of any wage, salary, or compensation of any kind for service provided by the students. Further, no student will be covered under the Site's or the College's Worker's Compensation, social security or unemployment compensation programs unless the Site is a public agency which may provide workers compensation coverage to the student and the public agency chooses to provide that coverage.

Each party agrees that the student will be in a learning situation and that the primary purpose of the placement is for the student's learning. It is further understood that the student shall not at any time replace or substitute for any employee. Nor shall student perform any of the duties normally performed by an employee except such duties as are a part of their training and are performed by the student under the direct supervision of an Site Partner.

V. INSURANCE

- 5.1 The Site shall procure and maintain General Liability insurance, comprehensive or commercial form with \$1,000,000 minimum limit for each Occurrence and minimum limit of \$2,000,000 General Aggregate. Evidence of liability insurance must be provided to the College in form of a Certificate of Insurance. Public agencies are exempt from providing liability insurance to the College.

VI. DISCIPLINE OF STUDENT

- 6.1 The Site also may submit a written request to the College for the withdrawal of any student from the program for a reasonable cause related to the need for maintaining a safe environment for its staff and guests, and the College shall comply with such request. The written request from the Site shall set forth the basis for the withdrawal. The College shall remove the student from the placement.
- 6.2 The College shall have full responsibility for the conduct of any student disciplinary proceedings and shall conduct the same in accordance with all applicable codes, statutes, rules, regulations and law.

VII. DISCRIMINATION

- 7.1 Both parties agree to fully comply with all non-discrimination laws of the State of Nevada and of the United States. The Site will accept, assign, supervise, and evaluate qualified students regardless of a student's age, disability,

whether actual or perceived by others (including service-connected disabilities), gender (including pregnancy related conditions), military status or military obligations, sexual orientation, gender identity or expression, genetic information, national origin, race, or religion.

VIII. TERMINATION

- 8.1 This Agreement may be terminated by either party for any reason upon ninety (90) days prior written notice.
- 8.2 Notwithstanding any termination under this Agreement, once a student has been accepted by the Site for internship/practicum, and so long as the student remains in good standing in the College and within the Site's performance standards, and the student's assignment has not otherwise ended, the student will be allowed to finish his or her Internship/Practicum experience at the Site.

IX. CONFIDENTIALITY OF RECORDS

- 9.1 The Site agrees to treat all student records confidentially and not to disclose student records except to the College and Site officials who have a legitimate need to know consistent with their official responsibilities.
- 9.2 The parties agree to comply with the Family Educational Rights and Privacy Act of 1974 ("FERPA"), and all requirements imposed by or pursuant to regulation of the Department of Education and the College to the end that the rights and privacy of the students enrolled in the College are not violated or invaded. This assurance is given to obtain access to individual student data for the purpose of using said data to fulfill contractual obligations with the College. No access to individual student data shall be granted by the parties to any other person, agency or site without the written consent of the student, except for sharing with other persons within the College or the Site, so long as those persons have a legitimate interest in the information.

X. MISCELLANEOUS

- 10.1 **Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.
- 10.2 **Invalid Provisions.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms, disregarding such unenforceable or invalid provision.
- 10.3 **Governing Law.** This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of Nevada, with venue in the County of Washoe.
- 10.4 **Assignment.** A party may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of the other party.
- 10.5 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns, and no other party shall be a beneficiary hereunder.
- 10.6 **Notice.** All notices required by this Agreement shall be in writing, delivered personally, by certified mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage pre-paid, or with an overnight courier, addressed as follows:

If to Site:	
If to College:	<p>Marcie Iannacchione, Internship Coordinator Career Center Truckee Meadows Community College 7000 Dandini Blvd, RDMT 115D Reno, NV 89512 Telephone Number: 775-673-7111 Email: miannacchione@tmcc.edu</p>

10.7 **No Joint Venture.** In no event shall this Agreement be construed as establishing a partnership, joint venture or similar relationship between the parties hereto. Each party is an independent contractor, and neither is the agent, employee or servant of the other, and each is responsible only for its own conduct.

10.8 **Use of Name or Logo.** Nothing contained in this Agreement confers on either party the right to use the other party's name without prior written permission, or constitutes an endorsement of any commercial product or service by the College. WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

<p>Site _____, a _____ Site</p> <p>Approved:</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>Board of Regents of the Nevada System of Higher Education on Behalf of Truckee Meadows Community College</p> <p>Prepared by: Marcie Iannacchione, Internship Coordinator Career Center</p> <p>Approved: _____ Vice President of Academic Affairs</p> <p>Date: _____</p>
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