

STUDENT INTERNSHIP AND COOPERATIVE EDUCATION PLACEMENT AGREEMENT

THIS AGREEMENT is made and entered into by and between Tidewater Community College (“the College”) and _____ (“Provider”) (collectively, “the Parties”) effective as of this _____ day of _____, 20__.

WITNESSETH: that the Parties above-named, in consideration of the mutual promises contained herein and other good and valuable consideration, hereby agree as follows:

I. TERMS AND CONDITIONS

1. Definitions. The following definitions apply.

a. “Internship” means a program of study as part of a College course or degree requirements, conducted in cooperation with the Provider, whereby students receive supervised experiences and instruction in a professional setting.

b. “Cooperative Education” means a program of study as part of a College course or degree requirements, conducted in cooperation with the Provider, whereby students receive on-the-job training for pay in approved business, industrial and service firms.

c. “Site Supervisor” means that person employed or retained by the Provider as responsible for the development and administration of the Internship or Cooperative Education affiliation with the College.

d. “Intern” means a person enrolled in the College who is to perform the Internship assignment.

e. “Coop” means a person enrolled in the College who is to perform the Cooperative Education assignment.

f. “College Supervisor” means the person employed or retained by the College who is responsible for the development and administration of this Internship and Cooperative Education Placement Agreement with the Provider.

2. Purpose.

a. The College is an educational institution and an agency of the Commonwealth of Virginia with an approved credit program in _____.

b. As part of the program’s educational requirements, students must complete a supervised experience, such as this Internship or Cooperative Education assignment.

c. The Provider has facilities and professional staff appropriate for this Internship or Cooperative Education assignment.

d. It is to the benefit of the College that the resources of the Provider be made available to Students for the required Internship or Cooperative Education assignment.

e. It is to the benefit of both the College and the Provider to cooperate in the educational preparation of Interns/Coops so as to promote professional competence, and to provide maximum utilization of community resources.

f. The College's staff and Interns/Coops shall not act as the Provider's agents or representatives in any capacity, and shall not make any commitments on behalf of the Provider. The Parties hereto are not partners, agents nor principals of one another.

3. Term. The term of this Agreement shall be from the date written above to the Agreement End Date set forth hereinabove, and may be extended in writing by mutual consent of the parties. Provided, however, that Interns/Coops shall be permitted to complete all Internships or Cooperative Education assignments that began prior to the Agreement End Date, and with respect to such Internships or Cooperative Education assignments, all terms and conditions of this Agreement shall apply until the last such Internship or Cooperative Education assignment is completed.

4. The Provider's Obligations.

a. The Site Supervisor shall supervise all aspects of activities and duties performed by Provider in the normal course of business that are appropriate for Interns/Coops to perform including those activities or duties wherein Interns/Coops may be exposed to potentially dangerous situations or interrelate with clients or customers.

b. The Site Supervisor, in consultation with appropriate College faculty and the College Supervisor, shall designate assignments, as appropriate. The Provider, in consultation with College Supervisor, shall determine the dates of Intern/Coop assignments for specific duties related to the Internship or Cooperative Education.

c. The Provider hereby agrees to orient Interns/Coops to the Provider's applicable policies and procedures. The Provider shall provide personal protective equipment when appropriate and agrees that no Intern/Coop shall perform any duty or participate in any activity of Provider without the appropriate equipment, training, or supervision.

d. The Provider, in its discretion, may at any time exclude from participation hereunder any Intern/Coop whose performance is determined to be detrimental to the Provider, who fails to comply with proper channels of communication or the Provider's established policies and procedures, or whose performance is otherwise unsatisfactory or deemed detrimental to the safety or welfare of others.

e. The Provider shall contribute in the evaluation of Interns/Coops as may be requested by the College Supervisor on forms provided by the College.

f. The Provider shall treat all Interns'/Coops' education records confidentially and not disclose education records except to College.

g. The Provider shall allow faculty members of the College access to the Internship or Cooperative Education location for the purposes of coordinating, observing, and instructing Interns/Coops.

5. The College's Obligations.

a. The College shall be responsible for academic administration, curriculum content and programming, Intern/Coop recruitment, admission, promotion and graduation, maintenance of all Intern/Coop education records and reports, and final determination of all grades to be awarded to Interns/Coops for Internship or Cooperative Education participation.

b. The College shall ensure that all Interns/Coops have completed all applicable prerequisite courses and any other requirements necessary prior to Internship or Cooperative Education placement.

c. The College shall inform Students that they may be required to submit to a criminal background check performed by a third party clearinghouse or the Provider, containing such search parameters as the Provider indicates, to determine whether they are at a minimum listed on the "List of Excluded Individuals and Entities," or otherwise have a criminal record. Upon the Provider's request, the College will have Students provide, as a condition of their participation in the Program, the release of evidence directly to the Provider showing that a background check was performed and its results. In no event, however, will the College disseminate Students' background check results of which it might become aware, including the fact that no record exists, in derogation of § 19.2-389(C) of the Code of Virginia. If a student does not have a satisfactory background check, the Provider may prevent him or her from participating in the Program.

d. The College shall inform Interns/Coops of their responsibility to provide their own medical insurance, transportation, meals, and lodging related to the Internship or Cooperative Education assignment.

e. The College shall advise the Provider no less than two (2) weeks prior to the commencement of the Internship or Cooperative Education assignment of the number of Interns/Coops who are scheduled to participate and the dates and hour each such Intern/Coop will be assigned to Internships or Cooperative Education assignments as determined by the Program curriculum and Interns'/Coops' class schedules;

f. The College shall be aware of the risks associated with the performance of the Internship or Cooperative Education assignment and inform Interns/Coops of such risks prior to the start of the Internship or Cooperative Education assignment. The College shall execute an assumption of the risk agreement with the Intern/Coop as set forth in Attachment A.

- g. The College shall provide the services of a College Supervisor, who will:
 - (1) Plan, in consultation with the Site Supervisor and staff member(s) of the Provider, the Internships or Cooperative Education assignments which will fulfill the requirements of the Program curriculum; and
 - (2) Meet with Site Supervisor and staff member(s) of the Provider to discuss the quality of the Internships or Cooperative Education assignments and any problems which may have arisen in the provision of those experiences.
- 6. The College and the Provider agree that:
 - a. The maximum number of Interns/Coops that may participate in an Internship or Cooperative Education assignment will be determined by the Parties;
 - b. The Parties will advise one another of changes in supervision and instructing personnel, applicable policies, student enrollment, and availability of resources;
 - c. Provider agrees to provide emergency health care for illnesses or injuries that occur during the performance of the Internship or Cooperative Education assignment. Emergency treatment of Interns/Coops for any injuries incurred during Internship or Cooperative Education assignment must be covered by the Interns'/Coops' personal health insurance plan or their own resources. Personal health insurance coverage for the Interns/Coops will not be the responsibility of the College or the Provider.
 - d. The Parties agree that Interns/Coops are not employees or authorized agents of the College or Provider. Neither Party shall be liable for the payment of any wage, salary, or compensation of any kind for service provided by the Interns/Coops. Further, no Intern/Coop will be covered under the College's or Providers' Worker's Compensation, social security, or unemployment compensation programs.
 - e. The Parties agree that the purpose of the placement is for the educational experience and that Interns/Coops will be in a learning environment. It is further understood that the student shall not at any time replace or substitute for any employee of the Provider; nor shall Interns/Coops perform any of the duties normally performed by an employee of Provider, except when such duties are a necessary part of assignments approved by the College Supervisor and performed by the student under the direct supervision of a Provider employee.
- 7. Liability.
 - a. Neither party shall be responsible for personal injury, property damage, or any other loss (collectively, "damages") incurred while performing duties related to the Internship or Cooperative Education assignment or this Agreement, except for those damages that occur as a result of the negligence of the College or Provider or their respective officers, owners, employees, or authorized agents.

b. The Parties agree to be responsible for the negligent acts and omissions of their respective officers, employees, and authorized agents.

c. Nothing herein shall be deemed a waiver of sovereign immunity of the Commonwealth of Virginia.

8. Term. This Agreement shall be binding on the Parties on the effective date above and shall last until _____, 20__.

9. Termination. This Agreement may be terminated as follows:

a. For Convenience. Either party may terminate this Agreement for any reason by providing thirty (30) days written notice to the other party of its intention to terminate, provided that Interns/Coops shall be permitted to complete Internships or Cooperative Education assignments that began prior to the termination notice.

b. For Default. A party will be considered in default of its obligations under this Agreement if such party should fail to observe, to comply with, or to perform any term, condition, or covenant contained in this Agreement and such failure continues for ten (10) days after the non-defaulting party gives the defaulting party written notice thereof. In the event of default, the non-defaulting party, upon written notice to the defaulting party, may terminate this Agreement as of the date specified in the notice. To the extent reasonable, the Parties shall endeavor in good faith to prevent the early termination of any ongoing Internship or Cooperative Education assignment as a result of the termination of this Agreement under this section.

10. Governing Law. This Agreement shall be governed and construed by the laws of the Commonwealth of Virginia.

11. Consideration. There is no monetary consideration paid by either party to the other. Rather, the parties acknowledge that the Agreement is mutually beneficial and is the sole consideration.

12. Assignment. No assignment of this Agreement or the rights and obligations hereunder shall be valid without the prior written approval of the parties.

13. Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.

14. Anti-Discrimination. The parties agree that in the performance of this Agreement, there will be no discrimination against Interns/Coops related to race, color, sex, religion, creed, age, national origin, disability, or other non-merit based factor.

15. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any previous contracts, understandings, or agreements of the parties, whether oral or written, concerning the subject matter of this Agreement.

16. Amendment. Any amendment to this Agreement must be in writing and must be signed by the parties.

17. Severability. In the event that any provision of this Agreement is held unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties execute this Agreement as of the day and year written first above.

I. PARTIES:

COLLEGE:

TIDEWATER COMMUNITY COLLEGE

DEAN CONTACT NAME:

DEPARTMENT:

TELE: _____

FAX: _____

EMAIL: _____

FACULTY CONTACT NAME:

DEPARTMENT:

TELE: _____

FAX: _____

EMAIL: _____

PROVIDER:

FULL LEGAL NAME OF PROVIDER:

TYPE OF BUSINESS: _____
STATE OF BUSINESS REGISTRATION: _____
BUSINESS ADDRESS: _____
CITY, STATE, ZIP: _____
FEIN or TAX ID#: _____
CONTACT NAME: _____
DEPARTMENT: _____
TELE: _____
FAX: _____
EMAIL: _____

LOCATION WHERE THE INTERNSHIP/COOPERATIVE LEARNING WILL BE
PERFORMED: _____

II. SIGNATURES

PROVIDER:

Full Legal Name of Contracting Entity

Full Legal Name of Contracting Entity (cont.)

Signature of Authorized Officer

Print Name & Title of
Authorized Officer

TIDEWATER COMMUNITY COLLEGE:

By: _____
Daniel T. DeMarte

Title: Vice President for Academic Affairs and Chief Academic Officer

By: _____
Phyllis F. Milloy

Title: Vice President for Finance

ATTACHMENT A
ASSUMPTION OF THE RISK FORM

I agree that as a participant in the Internship/Cooperative Education assignment at _____ associated with Tidewater Community College (the “College”) scheduled for _____ to _____, I am responsible for my own behavior and well-being. I accept this condition of participation, and I acknowledge that I have been informed of the general nature of the risks involved in this activity, including, but not limited to:

I understand that in the event of accident or injury, personal judgment may be required by _____ or College personnel regarding what actions should be taken on my behalf. Nevertheless, I acknowledge that the College and/or _____ personnel may not legally owe me a duty to take any action on my behalf. I also understand that it is my responsibility to secure personal health insurance in advance, if desired, and to take into account my personal health and physical condition.

I further agree to abide by any and all specific requests by the College and _____ for my safety or the safety of others, as well as any and all of the College’s and _____’s rules and policies applicable to all activities related to this program. I understand that the College reserves the right to exclude my participation in this program if my participation or behavior is deemed detrimental to the safety or welfare of others.

In consideration for being permitted to participate in this program, and because I have agreed to assume the risks involved, I hereby agree that I am responsible for any resulting personal injury, damage to or loss of my property which may occur as a result of my participation or arising out of my participation in this program, unless any such personal injury, damage to or loss of my property is directly due to the negligence of the College and/or _____. I understand that this Assumption of Risk form will remain in effect during any of my subsequent visits and program-related activities, unless a specific revocation of this document is filed in writing with _____, at which time my visits to or participation in the program will cease.

In case an emergency situation arises, please contact _____
_____ (name) at _____ (phone number).

I acknowledge that I have read and fully understand this document. I further acknowledge that I am accepting these personal risks and conditions of my own free will.

Participant's signature

Date

Address

If participant is less than 18 years of age, the following section must be completed by a parent or guardian:

_____ My child/ward is under 18 years of age and I am hereby providing permission for him/her to participate in this program, and I agree to be responsible for his/her behavior and safety during this event

Child's Name

Address

Parent's or guardian's signature

Date