



INTERNSHIP & PRACTICUM AGREEMENT

THIS MEMORANDUM OF UNDERSTANDING (**Agreement**) is hereby entered into this _____
day of _____, 20____ (**Effective Date**) by and between LA SIERRA UNIVERSITY
(UNIVERSITY), a California, religious corporation and _____
(**Organization**). UNIVERSITY and Organization may be referred to herein collectively as the
“**Parties**” and individually as a “**Party**.”

RECITALS

WHEREAS, UNIVERSITY is an institution of higher education that operates the
_____ Program as a non-profit religious corporation located at
4500 Riverwalk Pkwy, Riverside, California

WHEREAS, in order to give its students opportunities to be involved in such activities, the
UNIVERSITY Department coordinates the following internships; _____
the objectives of the Internship is to (1) establish and sustain mutually beneficial collaborations
with the organization, (2) develop students that are engaged in the neighborhoods, government
entities, Riverside culture and beyond, and (3) create self-reflective students and community
collaborators through applied learning experiences.

WHEREAS, Organization is a _____, and

WHEREAS, UNIVERSITY desires to provide one or more of its undergraduate students with
an opportunity to intern at Organization in connection with the Internship and Organization
desires to select and accept such students as it sees fit (each such student so selected and
accepted by Organization, an “**Intern**”) to intern at Organization, pursuant to the terms and
conditions hereof and as further described herein,

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and
conditions set forth in the Agreement, UNIVERSITY and Organization, agree as follows:

1. GENERAL DESCRIPTION

This section is intended to provide a general overview of the of the Internship &
Practicum Agreement. The Internship is on an academic year basis (September to June).
Organization understands that at any given time during the term of this Agreement, the
Internship may not be staffed with Interns given the different time frames of the Internship
and depending on the availability and interests of UNIVERSITY’s undergraduate
students. Organization further understands and agrees that UNIVERSITY is under no
obligation to make available an Intern or Interns to Organization during the term of this
Agreement, but that the purpose of this Agreement is to provide opportunities to

UNIVERSITY's undergraduate students to work at Organization should they so desire. Upon the end of an Intern(s) Project (as defined below), Organization and UNIVERSITY will work together in a timely manner to facilitate the selection of new Intern(s), if available. Further, **Exhibit A**, will identify the purpose of this educational internship for the Intern to learn about the Organization's business and to gain valuable insight and experience; and conditions of agreement.

2. UNIVERSITY SHALL:

- a. Make available a staff member to answer questions from Organization and the Intern(s) regarding the Program.
- b. Provide all relevant paperwork reasonably requested by Organization in connection with the Program.
- c. Allow reasonable access to Organization to UNIVERSITY _____
Name of Department
allotted and available meeting spaces on campus; provided, that such access shall be subject to Department's prior approval, including with respect to the dates, times and purpose. No such access shall be granted to Organization for unlawful purposes or for purposes that are not in accordance with all applicable UNIVERSITY policies, procedures, regulations and directives, and Organization agrees to comply with the foregoing while on UNIVERSITY premises.
- d. Provide Organization with an annual Program evaluation form.

3. ORGANIZATION SHALL, WITH RESPECT TO EACH INTERN:

- a. Provide a mutually acceptable designated project for the Intern to work on with a preference for the ability to complete the project within the term hereof.
- b. Communicate to UNIVERSITY in writing that Intern has been approved and accepted by Organization for the Project by completing the applicable form provided, and provide UNIVERSITY with a written description of the scope of the project and general duties of the Intern (the "**Project**") prior to the commencement of the Project.
- c. Grant reasonable access to the Intern to its premises for the purpose of working at Organization toward the mutual goals enumerated herein.
- d. Grant reasonable access, upon prior request, to UNIVERSITY and its representatives for the purpose of visiting the Organization's premises, non-public work sites and the Intern.
- e. Appoint at least one employee of Organization with the appropriate skills, ability, and training to supervise the Intern at all times while on the premises of Organization or in the performance of work for Organization.
- f. Provide and explain to the Intern all applicable Organization protocols and procedures necessary for the Intern's work for Organization, including those related to health, safety, and security of the Intern and Organization's clients and provide Intern with requisite training on the foregoing.
- g. Complete an annual Program evaluation report form, which shall be provided by UNIVERSITY.
- h. Notify UNIVERSITY immediately if there are any problems or concerns regarding the Intern or Intern's work or activities.
- i. Conduct any and all criminal or other background checks required by applicable laws,

regulations, rules, and ordinances for the Intern to work at Organization.

- j. Shall be responsible for participating in the periodic evaluation of his or her supervised internship experience.

4. SPECIAL ACCOMODATION

- a. The Americans with Disabilities Act of 1990 (ADA) requires that employers with fifteen or more employees make reasonable accommodations in the workplace for employees with disabilities. Accommodations are to be made on a case-by-case basis and may not be required when costs create an undue hardship. These accommodations usually cost less than the employer expects.
- b. The employee or intern with a disability is always your best resource when it comes to determining appropriate workplace accommodations. It is likely that he or she knows what will be needed to succeed on the job, including specific products that might need to be purchased.
- c. The employee or intern is responsible for providing personal accommodations, such as hearing aids, wheelchairs, and personal attendants. In most cases, it is the employer's responsibility to provide on-site job accommodations for an employee who has a disability.

5. INSURANCE

The University shall at its sole cost and expense, provide coverage for its activities in connection with this Agreement by maintaining in full force and effect programs of insurance and/or self-insurance as follows:

1. Professional Liability coverage with limits of One Million Dollars (\$1,000,000) per occurrence and an aggregate of Three Million Dollars (\$3,000,000).
2. General Liability coverage with limits of One Million Dollars (\$1,000,000) per occurrence and an aggregate of Three Million Dollars (\$3,000,000).
3. Workers' Compensation coverage covering La Sierra full liability as required under state law.
4. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the Parties, against other insurable risks relating to this Agreement.

It should be expressly understood, however, that the coverage required under this section shall not in any way limit the liability of the University. The University, upon the execution of this Agreement, shall furnish Organization with certificates evidencing compliance with these insurance requirements upon request. Certificates shall further provide for thirty (30) days advance written notice to Organization of any cancellation of the above coverage.

6. INDEMNIFICATION

The University hereby agrees to indemnify, defend, and hold harmless, the Organization and its trustees, officers, departments, agents, and employees from any and all claims or sums which the Organization or any of its departments, agents, officers, or employees may be obligated to pay by reason of any liability of any kind imposed upon them, including damages to property; liability for injury or death of persons; and court costs, litigation expenses and attorney fees in the event of litigation; that the Organization may incur as a result of any act, or negligence of the University, its trustees, agents, officers, employees, or credential candidates, in connection with, or arising out of the activity which is the subject of this memorandum of understanding

The Organization hereby agrees to indemnify, defend, and hold harmless, the University and its trustees, officers, departments, agents, employees, and credential candidates from any and all claims or sums which the University, or any of its departments, agents, officers, employees, or credential candidates may be obligated to pay by reason of any liability of any kind imposed upon them, including damages to property; liability for injury or death of persons; and court costs, litigation expenses and attorney fees in the event of litigation; that the University may incur as a result of any act, or negligence of the Organization, its trustees, agents, officers, employees, or servants, in connection with, or arising out of the activity which is the subject of this memorandum of understanding.

7. TRANSPORTATION

- a. No transportation shall be provided by Organization or any of its employees or agents to any Intern(s) outside of the scope of the work to be performed pursuant to this Agreement.
- b. Intern(s) will not be permitted to drive any Organization owned or non-owned vehicles.
- c. If the Intern chooses to use their own vehicle they will have their own auto policy insurance.

8. RECRUITMENT AND SUPERVISION

- a. Organization shall retain exclusive control and oversight over the recruitment and acceptance of Intern(s) to Organization.
- b. Organization shall be solely responsible for the supervision and control of the Intern(s) in the performance of the Intern(s)'s work pursuant to this Agreement and shall solely control the method, manner and means of the Intern(s) performance of such work.

9. HOME VISITATION

- a. If the Project involves home visitation by the Intern(s), Organization shall develop a home-visitation safety protocol that: (a) addresses concerns for the safety the Intern(s) and all occupants and guests of homes to be visited; (b) includes guidelines for home-visitation planning, including, (i) the intended purpose of the home visit; (ii) the home

occupants' history of harmful behavior, domestic violence, substance abuse and communicable diseases; (iii) the current psychiatric functioning and recent behaviors of all household members; (iv) the likely presence of others in the home who may pose an additional threat; (v) the surrounding environment; (vi) the family's past and present response to other service providers in entering the home; and (c) sets forth protocols to be followed in the event of an emergency, including with respect to emergency contact numbers and the safety and security of person and property; (d) requires that all home visitations by Intern(s) be conducted in pairs or larger groups, with an employee of Organization present and supervising at all times, and never by an individual Intern; and (e) require that an itinerary, including the location of the home and an estimated time of return, be submitted to Organization prior to any home visitation.

- b. Organization shall train its employees and agents, including Intern(s), in the home-visitiation safety protocol and implement the same prior to any home visitation by Intern(s).

10. TERM AND EXTENSION

This Agreement shall be valid from the Effective Date and shall be effective until _____ [End Date]. The Parties may mutually agree in writing to renew this Agreement for agreed upon periods of time. This Agreement can be terminated by any Party in its entirety or with respect to one or more Programs: (1) at any time with or without cause immediately upon written notice to the other; or (2) upon a material breach of the any of the terms or conditions hereof, provided that the breaching Party has been given five (5) days' notice and opportunity to cure the breach.

11. LIMITATION OF LIABILITY

EXCEPT WITH RESPECT TO INDEMNIFICATION OBLIGATIONS HEREUNDER, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (OR ANY PERSON OR ENTITY CLAIMING THROUGH SUCH OTHER PARTY) FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR INCIDENTAL LOSSES OR DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION AND WHETHER OR NOT SUCH PARTY HAS BEEN INFORMED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED, THE POSSIBILITY OF SUCH DAMAGES.

12. NOTICE

Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered either (1) in person, (2) by certified mail, postage prepaid, return receipt requested, or (3) by a commercial overnight courier that guarantees three-day delivery and provides a receipt, and such notices shall be addressed as follows:

TO UNIVERSITY:

NAME:
TITLE:
LA SIERRA UNIVERSITY
ADDRESS: STREET

TO ORGANIZATION:

NAME:
TITLE:
[ORGANIZATION NAME]
ADDRESS: STREET

ADDRESS: CITY, STATE, ZIP
PHONE:
EMAIL:

ADDRESS: CITY, STATE, ZIP
PHONE:
EMAIL:

or to such other persons or addresses as either Party may from time to time specify in writing to the other Party by like notice. Any notice shall be effective only upon delivery. An additional copy of any notice may be sent by email to addresses as either Party may from time to time specify in writing to the other Party.

13. COUNTERPARTS

This Agreement may be executed in separate counterparts, none of which need contain the signatures of all Parties, each of which shall be deemed to be an original, and all of which taken together constitute one and the same instrument. Copied or scanned signatures will be deemed to have the same effect as an original.

14. ASSIGNABILITY

The respective rights and obligations of the Parties under this Agreement shall not be assigned without prior written permission of the other Party.

15. USE OF NAME

Organization shall not use any names, marks, trademarks, service marks, or logos of La Sierra University, no abbreviation or any of its affiliates in any advertising, promotional, sales literature, fundraising documents or similar forms of communication, whether oral, written, or in print or online, without prior written consent from an authorized UNIVERSITY representative. UNIVERSITY's consent may be given or withheld at UNIVERSITY's sole discretion.

16. MODIFICATION

This Agreement constitutes the entire understanding of the Parties with respect to their relationship and may be modified only by a written agreement signed by each Party.

17. NO JOINT VENTURE CREATED

The Parties agree that nothing in this Agreement is intended to create, or in fact creates, any partnership, joint venture, consolidation, or combination of the Parties' Organizations, boards of directors, or management teams or staff.

18. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of California. All actions, claims, or disputes arising under or relating to this Agreement shall be solely brought in the state or federal courts located in the State of California.

19. COMPLIANCE WITH LAWS

Each Party shall perform this Agreement in compliance with all applicable laws, regulations, rules, and ordinances and represents that it shall have obtained all licenses and permits required by law to engage in the activities necessary to perform its obligations under this Agreement.

20. FERPA COMPLIANCE

The Family Educational Rights and Privacy Act (FERPA), 20 U.S. C. 1232g, is a Federal privacy law administered by the Family Policy Compliance Office (FPCO or Office) in the U.S. Department of Education (Department or we). FERPA and its implementing regulations in 34 CFR part 99 protect the privacy of students' education records and afford parents and eligible students (i.e., students who are 18 years of age or older or attend an institution of postsecondary education) certain rights to inspect and review education records, to seek to amend these records, and to consent to the disclosure of personally identifiable information from education records (PII from education records).

21. NON-DISCRIMINATION

The Organization and the University agree that neither will discriminate unlawfully against a beneficiary of services in the performance of this Agreement on the basis of gender, race, color, national origin, creed, religion, veteran's status or disability. The Organization understands that the University is a religious nonprofit corporation operated as an entity of the Seventh-day Adventist Church and holds various rights and exemptions as a religion organization under federal and state laws and the Religion Clauses of the federal and California Constitutions. The parties agree to follow all applicable federal, state and local laws and regulations, including but not limited to laws prohibiting discrimination and harassment and compliance with both universities' policies regarding Title IX.

22. TITLE IX

Title IX protects individuals from discrimination based on sex including sexual harassment. La Sierra University fosters a learning and working environment that is built on respect and free of sexual harassment. (continued page 8)

This commitment is set forth in the document "Sexual Misconduct Policy" <https://lasierra.edu/fileadmin/documents/sexual-misconduct/title-IX-policy.pdf>

Educational Coordinators are required to review this document before interacting with La Sierra University students and agree to comply with this document and to provide this document to any employee may reasonably be expected to interact with a La Sierra University student.

23. SEVERABILITY

If any portion of this Agreement is held invalid, such invalidity shall not affect the validity of the remaining portions of the Agreement, and the Parties will substitute for any such invalid portion hereof a provision which best approximates the effect and intent of the invalid provision.

24. SURVIVAL

All representations, warranties, and agreements made herein and which are to be performed after the expiration or termination hereof or that are prospective in nature, including without limitation Exhibit A, hereof, shall survive the expiration or termination of this Agreement.

25. ENTIRE AGREEMENT

This Agreement, including any other documents referred to herein which form a part hereof, embodies the entire agreement and understanding of the Parties. This Agreement supersedes all prior agreements and understandings between the Parties with respect to the subject matter of this Agreement.

26. IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first written above.

Organization: _____

Organization: La Sierra University

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: La Sierra University Provost

Date: _____

Date: _____

EXHIBIT A
La Sierra University Intern Agreement & Release

This is an agreement among _____ (Intern),
and _____ (Organization). The purpose of this educational internship is for
Intern to learn about Organization's business and to gain valuable insight and experience.
The term of this internship begins on _____ and ends on _____.

Conditions of the Agreement:

- The internship is related to an educational purpose and there is no guarantee or expectation that the activity will result in employment with the Organization.
- The education received by the Intern from the internship is for the express benefit of the Intern.
- The Intern does not replace or displace any employee of the Organization.
- The Intern will receive direct and close supervision by an appropriate supervisor.
- The Organization does not derive an immediate advantage from the activities performed by the Intern.
- Intern is not entitled to wages or any compensation or benefits for the time spent in the internship.
- Organization is not liable for injury sustained or health conditions that may arise for the unpaid intern during the course of the internship.

The Intern specifically agrees to and acknowledges the following:

- This internship is educational in nature and there is no guarantee or expectation that the internship will result in employment.
- Organization may at any time in its sole discretion, terminate the internship without notice or cause.
- Intern will maintain a regular internship schedule determined by the Intern and their supervisor.
- Intern will demonstrate honesty, punctuality, courtesy, cooperative attitude, proper health and grooming habits, appropriate dress and a willingness to learn.
- While the University is taking reasonable steps to follow local, state, and federal guidance intended to promote public health and limit the spread of infection from communicable diseases including but not limited to MRSA, influenza, and COVID-19, the University cannot possibly eliminate all risk of exposure associated with participation in the program. Participation in the program necessarily includes possible exposure to and illness from infectious diseases, including but not limited to MRSA, influenza, and COVID-19 and this document has served to provide me clear and unambiguous notice of the existence of the particular risks related to communicable or infectious diseases that are associated with participation in the program.
- While rules requiring social distancing, facial covering, and other public health measures may reduce this risk, the risk of serious illness and death does exist; and I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or other program participants, and I assume full responsibility for my participation
- Intern will abide by the policies, rules and regulations of the Organization site and comply with the Organization's business practices and procedures.
- Intern will furnish his/her supervisor with all necessary information pertaining to my unpaid internship, including related assignments and reports.
- Under no circumstances will Intern leave the internship without first conferring with Intern's supervisor.
- Transportation to and from the internship site is the responsibility of the Intern.
- While Intern is on the Organization premises, he/she is considered an employee or agent of Organization for any purposes, including but not limited to Workers Compensation.
- Intern assumes all of the risks of participating in the internship program. In consideration of the opportunity afforded to the Intern to participate in the internship program, Intern hereby agrees that he/she, his/her assignees, heirs, guardians, and legal representatives, will not make a claim against Organization or any of its affiliated organizations, or either of their officers or directors collectively or individually, or any of its employees, for the injury of death to Intern or damage to his/her property, however caused, arising from his/her participation in the internship program. Without limiting the generality of the foregoing, Intern hereby waives and releases any rights, actions, or causes or action resulting from personal injury or death to him/her, or damage to his/her property, sustained in connection with his/her participation in the internship program.
- Personal Conduct: The Intern understands that the responsibilities and circumstances of an off-campus internship may require a standard of decorum which may go beyond the code of conduct of La Sierra University, and indicates willingness to understand and conform to the professional, social and cultural standards of the internship site. Intern further understands that their conduct and performance may determine whether future internships are available. Intern agrees to conduct self so as to not compromise the University in the eyes of individuals and organizations with which it has dealings, and acknowledge the Internship Coordinators' responsibility for setting rules and interpreting conduct for this purpose. Intern agrees, that should the Internship Coordinator decide that they must be terminated from their internship because of conduct that might bring the program in to disrepute or the internship site into jeopardy, the decision will be final and may result in the loss of academic credit.

I understand that this unpaid internship is a learning experience and not considered employment; not entitled to wages or a promise of employment at the completion of the unpaid structured learning experience.

Intern Name (Print)

Intern Signature

Date