

Practicum and Internship Agreement
Department of Counselor Education and Student Affairs
Kutztown University of Pennsylvania

This agreement is made by and between Kutztown University of Pennsylvania (hereinafter referred to as University), an educational institution in Pennsylvania's State System of Higher Education, Commonwealth of Pennsylvania, and _____,
(referred to as the Organization), _____,
_____, _____, _____.

Duties and Responsibilities of the University

1. The University will be responsible for practicum and internships that are conducted during a regular academic semester(s). The University and the Organization agree to schedule the internship hours to mutually benefit all parties involved.
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 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 the weekly internship class and 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 if 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.

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 any field experience participation requirements, such as background investigations, drug testing, and health screenings.
3. The Organization acknowledges it will not be compensated by the University for the field experience, and the Organization shall be solely responsible for determining the amount of compensation, if any, received by the student.
4. The Organization agrees to provide suitable space and resources for the student to complete the field experience assignment. The Organization will provide orientation, training, and supervision.
5. The Organization shall provide mutually agreed upon information on a student's field experience.
6. The Organization agrees to maintain contact with the faculty supervisor regarding concerns and/or feedback regarding the progression of the internship field experience.
7. The Organization agrees to make every possible accommodation to the University's request for a faculty site visit during the internship. The Organization also agrees to allow the intern to attend University required internship meetings/seminars during the internship.
8. The Organization agrees to complete a formal evaluation of the student's performance of the experience utilizing the evaluation protocol provided.

9. Should the Organization become dissatisfied with the performance of a student, the Organization may request removal of the student. This should occur only after the University has been notified in advance and a satisfactory resolution cannot be obtained.

Mutual Terms and Conditions

1. This Agreement will last for five (5) years from the date of the final signature below. Either the University or the Organization may terminate this agreement with 90 days' notice. 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 breach, either party may terminate this agreement.
2. The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
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 and 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 Pennsylvania's State System of Higher Education or the University.
5. The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard 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.
6. University students are protected by Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of Section 504 of the Rehabilitation Act of 1973 (as amended) and the Americans with Disabilities Act (ADA) of 1990. The Organization agrees to cooperate with the University in any investigations arising from claims of harassment or discrimination made by a participating student.
7. The Organization agrees to cooperate with the University in its investigation of claims of discrimination, including investigation of any allegations of sexual harassment or sexual assault, dating violence, domestic violence, or stalking by a student participating in the program.

8. Reporting of Sexual Violence and Sexual Harassment: The Organization shall report any incident in which a student is the victim of sexual assault, dating violence, domestic violence, stalking or sexual harassment to the University Title IX Coordinator, Jesus Peña, Esq., Kutztown University, 02 Old Main, Kutztown, PA, 19530 (610-683-4700; pena@kutztown.edu).
9. 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.

Kutztown University of Pennsylvania

Authorized Signature

Authorized Signature

Kenneth Hawkinson, President
Name/Title

Name/Title

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

Approved by Pennsylvania's State System of Higher Education Legal Counsel 12/18