



MADISON COLLEGE INTERNSHIP AGREEMENT

This agreement is made effective the later date of signature below ("Effective Date") by and between Madison Area Technical College ("College") and ADRC of Eagle Country – Sauk County Office ("Employer").

WHEREAS, the College has established programming to give students experiential learning opportunities in various community settings which complement their chosen disciplines, and

WHEREAS, Employer operates a business in/at 505 Broadway, Baraboo, WI and

WHEREAS, the parties agree that the development of an experiential learning opportunity ("Internship") where certain College students (each an "Internship Participant") can obtain practical experience in Employer's setting applying concepts and skills acquired in the classroom to the workplace; which would benefit the College, Internship Participant and Employer, all of which will ultimately provide improved services to the community.

NOW THEREFORE, in consideration of the mutual promises contained herein, the College and Employer agree as follows:

I. INTERNSHIP

- A. College Responsibilities: The College shall ensure, through qualified faculty and curriculum that each Internship Participant is adequately prepared to benefit from their placement in the Internship. The College will appoint one (1) faculty member that will be responsible for the overall management of the Internship Participant's educational experience while participating in the Internship.
- B. Employer Responsibilities: Employer shall be responsible for establishing and determining all aspects of the Internship including but not limited to the following: determining the appropriateness and the adequacy of the internship experience, the learning/ educational opportunities, assignments, work space, supervision, emergency medical care, work schedule, dress code, compliance with Employer policies, confidentiality notification requirements, references, and any related issues of such Internship. Employer will be responsible for notifying Internship Participant of all standards, criteria, rules, expectations, and so forth, related to the Internship
 1. No Discrimination. The Internship Participant shall be selected and the Internship program shall be administered without discrimination because of race, creed, color, sex, age, marital status, or national origin, or for any basis prohibited by federal, state, or local laws. Employer shall comply with federal, state and local laws relating to non-discrimination and sexual harassment in the workplace.
 2. Internship Participant Removal. Employer shall have the sole and unfettered authority to remove an Internship Participant for unacceptable conduct. Employer agrees to use its best efforts to resolve any issues before the removal of an Intern Participant. Employer shall provide written communication to the College and/or the faculty member responsible, that will include a statement of facts describing the Internship Participant's unacceptable conduct that resulted in such removal.
- C. FERPA COMPLIANCE: The College and Employer acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act ("FERPA") and that, generally, student permission must be obtained before releasing specific student data to anyone other than the College. For the purposes of this Agreement, and pursuant to FERPA, College hereby designates Employer as a College official with a legitimate educational interest in the educational records of the Internship Participant to the extent that access

to the student records is required to carry out the program. The College agrees to provide the Employer with guidance with respect to compliance with FERPA.

II. TERM AND TERMINATION OF AGREEMENT

- A. Term and Renewal. This Agreement shall begin on the Effective Date above and shall continue for an initial term of one (1) year. Thereafter, this Agreement will automatically renew and continue in full force and effect, for additional terms of one (1) year, unless either party terminates this Agreement per section B Termination, below.
- B. Termination; Effect of Termination. This agreement may be terminated by either party by providing written notice of termination no less than 90 days prior to said annual anniversary date. This Agreement may be reviewed by both Parties, and may be modified in writing by both Parties as necessary. Upon notification of termination by either Party, the Internship application process will cease, and no new Internship Participant will be selected. Notwithstanding the foregoing, in the event of termination of this Agreement, Employer shall endeavor to continue any then current Internship in effect until completed by the Internship Participant.

III. LIABILITY

- A. College. College will indemnify, defend and hold harmless Employer, its governing board, officers, employees and agents from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses including attorney fees, arising, either directly or indirectly, from any act or failure to act by College or any of its employees. Unless the student is being provided remuneration for participating in the Internship by the Employer, College will indemnify Employer for any negligent acts or omissions by any Internship Participant that may arise during the course and scope of the Employer as described in this Agreement. College will not indemnify Employer for any willful acts or failures to act by any Internship Participant that may arise out of this Agreement.
- B. Employer. Employer will indemnify, defend and hold harmless College, its governing board, officers, faculty, employees and agents from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses including attorney fees, arising, either directly or indirectly, from any act or failure to act by the Employer or any of its employees, agents, or members of its staff that may occur during or that may arise out of this Agreement.
- C. Survival. This Section III will continue beyond the expiration, non-renewal or termination of this Agreement. This provision is subject to the limitations on liability and damages as set forth in Wisconsin Statutes Chapter 893. The purchase of insurance either party will not constitute a waiver of any statutory limitation on liability or damages.

IV. INSURANCE

- A. College. College will maintain, at no cost to Employer, general and professional liability insurance covering College as an entity and each of its employees and agents against general and professional liability claims, in the minimum amount of one million dollars (\$1,000,000) per occurrence. Evidence of such insurance will be provided to the Employer upon request.
- B. Employer. Employer will maintain, at no cost to College, general and professional liability insurance covering the Employer as an entity and each of its employees and agents against professional liability claims, in the minimum amount of one million dollars (\$1,000,000) per occurrence. Employer agrees to list College as an additional insured on all policies required to be maintained under this Section IV and to promptly provide College with evidence of such insurance upon request.

- C. Remuneration. If the Employer is providing remuneration of any kind to the Student, the Employer, and not the College, shall be the responsible for any insurance and/or liability claims made against the Student while participating in the Internship.
- D. Internship Participant. College shall recommend that Internship Participants participating in internship experiences off campus maintain at no cost to College or the Employer (unless either such party consents to such cost), comprehensive health and medical or student accident insurance.

V. MISCELLANEOUS

- A. Force Majeure. The Parties shall not be responsible for delays caused by events beyond the control of either party, including but not limited to war, acts of God, riots, governmental regulations and restrictions. Delays caused by material delivery, the performance of subcontractors, weather conditions, or extras shall likewise be excusable delays.
- B. Notices. Any notices required or permitted to be given under this Agreement shall be deemed sufficiently given if personally delivered or if mailed by commercial delivery service or by certified mail, postage prepaid, addressed to the party to be notified at its address shown below or at such other address as may be designated by the notifying Party from time to time.

If to Employer:	ADRC of Eagle Country – Sauk County Office Attn: Susan Blodgett, West Square Building 505 Broadway Baraboo, WI 53913
If to College:	1701 Wright Street Madison, Wisconsin 53704 ATTN: Vice President of Administration

- C. Relationship. Nothing in this Agreement shall be construed to place the College or Employer in a relationship whereby either shall be considered to be the agent of the other for any purpose whatsoever. The Parties are not authorized to enter into any contract or assume any obligation for the other. Nothing in this Agreement shall be construed to establish a relationship as a franchise, dealership, a partnership or a joint venture between College and Employer.
- D. No Waiver. No delay or failure by the Parties to exercise any right under this Agreement, and no partial or single exercise of any such rights, shall constitute a waiver of that or any other right.
- E. Governing Law. This Agreement shall be governed by and construed in accordance to the laws of the State of Wisconsin. Any legal action between the Parties related in any way to this Agreement shall be brought in a federal or state court of appropriate jurisdiction located in Madison, Wisconsin.
- F. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree that delivery of an executed counterpart signature hereof by facsimile transmission, or in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.
- G. Severability. If a court or a governmental agency with proper jurisdiction determines that any provision of this Agreement is invalid or unenforceable, this Agreement shall be interpreted as if such invalid or unenforceable provision were not contained herein, and the remainder of this Agreement shall remain in full force and effect.

- H. Amendments. The Parties may only modify this Agreement by execution of a written amendment signed by all the Parties. This Agreement will not be assigned by either party without the prior written consent of the other.
- I. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and contains all the Agreement's between the parties with respect to the subject hereof. This Agreement supersedes any and all other Agreement's, in writing or oral, between the parties hereto with respect to the subject matter thereof.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of the final date of signature below.

COLLEGE:

By: _____

Its: _____

Date: _____

EMPLOYER:

By: _____

Its: _____

Date: _____