



**ILLINOIS STATE
UNIVERSITY**
Illinois' first public university.

Graduate Practicum Agreement

This Agreement is entered into by and between **The Board of Trustees of Illinois State University**, hereafter "University," a public body, corporate and politic of the State of Illinois with principal offices at Normal, Illinois, and **Agency Name** with principal offices at **Agency Address**, hereinafter "Agency".

As part of its ongoing instruction and preparation of its students through classroom and service experiences, University seeks relevant, supervised experiences in practice settings for its students who are in good academic standing. The Agency is able to provide a practice setting, supervised experience, and related educational facilities for a student(s) ("placement").

1. Effective Date

This Agreement shall become effective on **Start Date** of Agreement and continue until **End Date** of Agreement.

2. Placement of Student and Cost

- 2.1 University agrees to make available to Agency, a graduate student mutually selected by the Agency and University to complete her/his graduate assistantship for up to ## hours per week at Agency.
- 2.2 For the performance of this agreement Agency will pay **University** the total amount of **###.00** per graduate student per hour identified mutually by Agency University. University will bill Agency within thirty (30) days of a student being given a graduate practicum appointment.

Checks drafted to Illinois State University should be sent to:
Illinois State University
Department
Campus Box ####
Normal, Illinois 61790-####

3. University Responsibilities

- 3.1 University shall provide the basic preparation of the student through classroom instruction and practice and shall provide the educational direction for the placement. University designates person as a liaison to the Agency to provide consultation regarding student placement, supervision, and periodic review of student progress toward meeting the University's educational objectives and meeting the goals of the Agency in a professional and timely manner.
- 3.2 University shall inform student that he/she must adhere to the following requirements during the placement:
 - a. Student will adhere to all policies, procedures, and standards established by the Agency.
 - b. Student will be responsible for his/her own transportation to and from Agency during placement.

- c. Student is required to have adequate health/accident insurance coverage in force during the entire placement. Student must secure coverage through the University's Group Health Insurance plan or procure private coverage.
- d. Student will be responsible for adhering to established schedules and notifying Agency of any absences or necessary schedule changes.
- e. During the placement, the student will be enrolled as a graduate student at Illinois State University.

4. Agency Responsibilities

- 4.1 Agency will determine, assign, and supervise the services and tasks to be performed and cooperate with University in providing periodic evaluations of the student performance in the placement.
- 4.2 Agency shall provide meaningful and appropriate learning experiences to student to achieve the University's educational objectives for the placement.
- 4.3 Agency shall provide access to records, appropriate space, and other Agency resources as may be required.
- 4.4 Agency will provide orientation and/or training to student on any of Agency's applicable policies, procedures, rules and regulations, or safety concerns.

5. Liability

Neither party to this Agreement shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law. This Agreement shall not be construed as seeking either to enlarge or diminish any obligation or duty owed by one party to the other or to a third party.

6. Termination

- 6.1 The University may terminate this agreement upon thirty (30) days written notice to the Agency. The Agency may terminate the agreement, with prior University approval in writing, upon thirty (30) days written notice to the University.
- 6.2 Either party may terminate this Agreement for breach. If the cause of the breach is due to failure to meet required performance or progress standards, Agency shall be required to work through a progressive disciplinary program including, but not limited to, documentation of non-performance; discussions with student, supervisor, and the University liaison of specific non-performance issues; and a documented plan of action to correct non-performance.
- 6.3 If the student, for whatever reason, is unable to complete the term of service listed above, any balance held by Illinois State University will be returned to the Agency on a pro-rated basis, based on the number of weeks worked by the student.

7. General Provisions

- 7.1 University and Agency agree to comply with all applicable federal and state nondiscrimination, equal opportunity and affirmative action laws, orders, and regulations. University and Agency shall not engage in unlawful discrimination or harassment against any person because of race, color, ancestry, national origin, religion, pregnancy, sexual orientation, order of protection, gender identity and expression, age, marital status, disability, genetic information, unfavorable military discharge, status as a veteran, protective order status, or sex (including sexual harassment, sexual assault, domestic violence, dating violence, and stalking).
- 7.2 University and Agency acknowledge that certain information about University's students is contained in records maintained by University and/or Agency and that this information is confidential by reason of University policy and the Family and Educational Rights and Privacy Act (FERPA) of 1974 (20 U.S.C. 1232g). Both parties agree to protect these records in accordance with FERPA and University policy. To the extent permitted by law, nothing

- contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities.
- 7.3 Nothing in this Agreement is intended to or shall create any rights or remedies in any third party.
- 7.4 The relationship of each party to the other under this Agreement shall be that of Independent Contractor.
- 7.5 Agency affirms that, to the best of its knowledge, there exists no actual or potential conflict between the Agency's family, business, or financial interests and its obligations under this Agreement; and, in the event of change in either its private interests or obligations under this agreement, the Agency will raise with the University any questions regarding possible conflict of interest which may arise as a result of such change.
- 7.6 The failure of either party at any time to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or affect the validity of this Agreement or any part thereof, or the right of either party thereafter to enforce each and every provision in accordance with the terms of this Agreement.
- 7.7 In the event that any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms. All commitments by the University under this Agreement are subject to constitutional and statutory limitations and restrictions binding upon the University.
- 7.8 In the event of any litigation arising in connection with this Agreement, University and Agency agree to cooperate in risk management, prevention, claims investigation, and litigation under the direct control and supervision of their respective legal counsel.
- 7.9 This Agreement may not be assigned by either party without the prior written consent of the other party. Such consent shall not be unreasonably withheld.
- 7.10 This Agreement, attachments, and incorporated references shall constitute the entire Agreement between the parties with respect to the subject matter herein and supersedes all prior communications and writings with respect to the content of said Agreement.
- 7.11 This Agreement may not be modified by either party unless such modification is mutually acceptable to both parties, is reduced to writing, and signed by both parties.
- 7.12 Both parties agree to accept signatures in counterparts and/or by facsimile or other electronic format.

This Agreement shall not be binding until signed by all parties. The persons signing this Agreement represent and warrant that they have authority to bind their respective parties.

**The Board of Trustees of
Illinois State University**

Agency Name

By: _____

By: _____

Associate Vice President for Research and Graduate Studies

Title: _____

Date: _____

Date: _____