



# Agreement for Student Internship Participation



College Station Independent District ("District") and \_\_\_\_\_, and any affiliated or related company or subsidiary (collectively referred to as "Local Business") have entered into this Agreement. By signing below, Local Business and District agree to following terms with regard to participation in the Student Internship Program.

1. District and Local Business desire to promote education and the exposure of students to hands on experience and training for educational and vocational purposes.
2. District desires to refer its \_\_\_\_\_ students enrolled in the following class/program \_\_\_\_\_ ("Students") to Local Businesses for training purposes, in the context of the District's Student Internship Participation Program ("Program").
3. Assessment of Services/Termination. Local Business shall be the sole judge of the acceptability of a Student's services assigned by District to the Local Business. Under no circumstances shall Local Business be required to provide training to Student(s) if Local Business deems Student's qualifications or services unsatisfactory.
4. District shall be responsible for implementing and administering policies and practices related to the recruitment, testing, selection, orientation, training, evaluation, replacement, disciplining, and termination of Student's training.
5. District shall also require any Student assigned to the Local Business, be joined by his or her parent or guardian, as required, to execute Training Agreement substantially similar to the one set out in Exhibit "A", prior to the Student's (s)' beginning his/her training at the Local Business.
6. Local Business reserves the right to determine how many Students it will accept from District at any one time and the duration of their assignment to the Local Business.
7. Training is expected to begin in \_\_\_\_\_, 2019. The students shall be present for "work" at the Local Business Monday through Friday on normal District days. However, notwithstanding anything to the contrary, this Agreement may be terminated by either party at any time with or without cause and with or without notice.
8. The training provided by the parties or received by Student will be as follows:
  - a. The training received by Student while at the Local Business is intended to be for the benefit of the Student.
  - b. The training is offered to the Student by the District as part of the Student's Curriculum or Individual Education Plan.
  - c. The presence of the Student in the workplace of the Local Business will not create an employer-employee relationship between the Local Business and the Student, inasmuch as (1) these Students will be volunteers; (2) it is not the intent of the parties here to create such a relationship; (3) the Student is not being paid by the Local Business; (4) the work place of the Local Business is intended to be an extended classroom for the Student; (5) although the Student will perform duties similar to those performed by employees of the Local Business, the Student will not be used to displace any employee or impair existing contracts for service; (6) there is no expectation or commitment for employment upon completion of the training; (7) the Student's training shall be supervised by the District personnel, rather than the Local Business personnel; (8) this training is not designed to enable the Student to accept an appointment to a position when the work training period is completed, but is designed to allow the Student to develop job skills in a variety of areas as part of an approved Curriculum or Individual Education Plan; and (9) there is no commitment on the part of Local Business to employ the Student at the completion of the work training experience.
  - d. This work training experience will be used by the District to help special needs Students to develop job, social and behavioral skills that are necessary to secure and retain a job in a competitive job environment.
  - e. Local Business will (1) provide a sufficient amount of work regularly to keep the Students busy for approximately agreed upon hourly/weekly schedule, (2) provide access to and the necessary work space for District staff to analyze and train Students, (3) provide feedback to District on the performance of District staff and Students, (4) notify District prior to changes in any Student's placement or schedule, and (5) provide a variety of options for Students.
  - f. District will (1) perform job analysis, (2) provide Students for the positions, (3) (District staff will remain with Student), (4) assure quality control and job completion, (5) collect information on each Student's performance, productivity and other job related information, (6) ensure that all activities are educational in nature and conducted for the benefit of the Student, (7) if the internship is unpaid or for academic credit, ensure that the time in attendance at the District plus the time in attendance at Local Business does not exceed the time the Student would be required to attend the District if following a normal academic schedule, (8) ensure that the Student and the Student's parents/guardian fully understand that there is no entitlement to a job at the conclusion of the training period, (9) ensure that the Student and the Student's parents/guardian understand that the Student will not be paid any wages for the time spent at the training site, (10) inform the Student that he/she must abide by the rules and policies of Local Business while participating in the training program, and (11) ensure that at the end of the training period, the Student returns to Local Business any uniform or any other item that was issued to the Student.
  - g. Local Business understands that it will not derive any immediate advantage from the activities of the Student and on occasion Local Business' operations may actually be impeded.

h. Student will not necessarily be entitled to a job at the completion of the training period, nor shall Student be entitled to any wages for the time spent in training.

9. Direction. To the extent Local Business exercises a limited degree of direction over the Student(s) such direction shall only be to the extent necessary to conduct the Student's training and without which Local Business would be unable to conduct its Local Business, discharge any fiduciary responsibility it may have, or comply with any statutory or regulatory requirement applicable to the Student's (s') training. Such limited degree of direction that Local Business exercises over the Student(s) shall not rise to a level that would cause the Student(s) to be an employee of Local Business during students' participation in the vocational program. The limited degree of direction and control the District permits Local Business to exercise shall neither interfere with nor displace District's general right of direction and control over the Student(s) and shall not rise to a level that would cause the Student(s) to be an employee of Local Business during students' participation in the vocational program. District will be responsible for providing a job coach for the Student; the job coach will provide all necessary instruction, including ensuring safety instruction are provided, to the Student. Nothing in this Agreement or the training program shall create a joint employer relationship between District and Local Business as it relates to the Student(s) during students' participation in the vocational program.

10. Benefits. In no event shall such Student(s) be eligible for or entitled to any Local Business benefits, including, but not limited to vacation, sick leave, paid holidays, group insurance and retirement plan coverage or participation, and the like. Should any Student(s) initially supplied through District later be hired by Local Business as an employee, no retroactive benefits will be granted to the Student should he or she be subsequently hired by Local Business. Benefits, if any, for Student(s) are at the discretion of District.

11. Background Checks. Local Business represents that it will at least annually, obtain criminal history record information as to all employees or volunteers of Local Business if the person has or will have supervision related to the Internship program where District's students are regularly present. Local Business shall bear all expenses associated with the background checks, and shall immediately advise the District if determined that any such person has been convicted of, pled guilty, no contest or *nolo contendere* to, or received deferred adjudication, probation or pretrial diversion: a) of any felony; b) of any crime involving a drug related offense; c) any crime involving theft; or d) any crime involving violence or harm or threat of harm to any person or property, such as, but not limited to: murder, voluntary manslaughter, robbery, burglary, assault, arson, kidnapping, extortion, rape or sexual assault, or a misdemeanor involving moral turpitude from the location where District's students are regularly present. District shall determine what constitutes "moral turpitude".

12. Confidential Information.

a. Business Information. All information provided to District or any District student, intern, or trainee ("Student" or "Student(s)") by Local Business shall be regarded as confidential and shall not otherwise be disclosed by District or Student. Confidential Information shall mean all information obtained by or disclosed to District, its employees or the Student (for the purposes of this section, collectively referred to as "District"), which relates to Local Business' research, development, Local Business information and/or Local Business activities, including, but not limited to, customer and supplier lists, customer or patient information, pricing, policies, procedures, products, methods of manufacture, processes, and/or other trade secrets, confidential information or trade secret information of third parties in possession of Local Business and/or the results of service or work by District or Student for or on behalf of Local Business. All written Confidential Information that is disclosed to District's Students shall be clearly marked as Confidential to avoid misinterpretation. Except with the prior written consent of Local Business, District and Student shall hold all such Confidential Information in confidence for Local Business and agree not to disclose such information to anyone outside Local Business or use such information for the benefit of anyone other than Local Business, during or after the Term of this Agreement. Local Business understands that information it provides to Students may be subject to disclosure with the Texas Public Information Act, Section 552.001 et.seq. of the Texas Government Code.

b. Student Information – FERPA It is understood that no Student information will be made available to Local Business except as allowed by law. Should it be necessary to disclose student information to Local Business, it will be required that Local Business be designated as District officials with a legitimate educational interest in the educational records of the District's students who participate in the Program to the extent that access to the records are required by Local Business to carry out the Agreement.

13. HIPAA. District and the Student(s) shall at all times comply with the requirements and regulations established by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). This obligation includes the requirement of District to instruct and train the Student on his/her requirement to maintain the confidentiality of personal health information.

14. INDEMNITY AGREEMENT. NOTWITHSTANDING ANY AGREEMENT OR PROVISION TO THE CONTRARY, DISTRICT AGREES, TO THE EXTENT PERMITTED BY TEXAS LAW AND THE TEXAS CONSTITUTION, TO INDEMNIFY, DEFEND (WITH COUNSEL SELECTED BY LOCAL BUSINESS) AND HOLD HARMLESS LOCAL BUSINESS, ITS PARENT, AFFILIATES, AND SUBSIDIARY ENTITIES, AND ITS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS, SUCCESSORS, AND ASSIGNEES FROM ANY LIABILITY, LOSS, COSTS (INCLUDING WITHOUT LIMITATION ATTORNEYS' AND EXPERT FEES), DAMAGES, TAXES, ASSESSMENTS, PENALTIES, OR INTEREST PAYMENTS THAT MAY AT ANY TIME BE INCURRED BY REASON OF ANY LOSS, DEMAND, CHARGE OF DISCRIMINATION, PROCEEDING, ACTION, OR SUIT BROUGHT AGAINST LOCAL BUSINESS OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS, SUCCESSORS, AND ASSIGNEES ARISING OUT OR IN ANY MANNER RELATED TO STUDENT(S), THIS

AGREEMENT, ACTS OR OMISSIONS OF DISTRICT OR STUDENT(S), THE TRAINING OR INTERNSHIP PROVIDED HEREIN, AND/OR BREACH BY DISTRICT OF ANY OF THE TERMS OF THIS AGREEMENT.

15. Payroll, Benefits, and Employment Taxes and Withholding. The program is training experience for the Student and not a work experience. As such, Students are trainees and are not entitled to wages or compensation from Local Business. However, should Students be entitled to any compensation, District agrees to perform all payroll and record keeping functions, if any, required by law in connection with Student(s) assigned to Local Business.

16. Governing Law and Severability. This Agreement shall be construed and governed by the laws of the State of Texas and is made and performable in Brazos County, Texas. Venue of any claim or dispute shall be College Station, Brazos County, Texas. In the event that any provision of this Agreement conflicts with the law under which this Agreement is based, the remainder of this Agreement shall remain in full force and effect.

17. Governmental Immunity. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either party nor to create any legal rights or claim on behalf of any third party. District does not waive, modify, or alter, to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas. No provision of this Agreement is consent to suit.

<b>COLLEGE STATION ISD</b>	<b>LOCAL BUSINESS</b>
_____	_____
By <u>Karen Y. Ferguson</u> (Print or type name)	By _____ (Print or type name)
Title: <u>Director of Career and Technical Education</u>	Title: _____
Date: <u>May 21, 2019</u>	Date: _____

## **EXHIBIT A TRAINING AGREEMENT**

This Training Agreement (the "Agreement") is between College Station ISD ("DISTRICT"), \_\_\_\_\_ ("LOCAL BUSINESS"), and \_\_\_\_\_ ("Student").

In consideration of the premises and mutual promises herein made, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. At-Will. Neither this Agreement nor the assignment of Student to LOCAL BUSINESS alters in any way the at-will unpaid intern relationship between DISTRICT and Student or Student and LOCAL BUSINESS. Student understands that both DISTRICT and LOCAL BUSINESS retain the right to end the relationship at any time and for any reason.

2. Assignment of Student. Student understands that he or she is a Student of DISTRICT and is being assigned to LOCAL BUSINESS for the purpose of training and internship. Student is part of an educational training program offered by DISTRICT. Student understands and agrees that:

- a. The training to be received by Student during his/her assignment at LOCAL BUSINESS is similar to the training provided in an educational or vocational DISTRICT and is for the benefit of the Student, and the services provided by the Student at LOCAL BUSINESS are incidental to Student's training;
  - b. Student will not displace any LOCAL BUSINESS employees;
  - c. LOCAL BUSINESS understands that it will not derive any immediate advantage from the activities of the Student and on occasion LOCAL BUSINESS's operations may actually be impeded;
  - d. Student will not necessarily be entitled to a job at the completion of the training period;
  - e. Student shall not be entitled to any wages or other compensation for the time spent in training;
  - f. Student is a student of DISTRICT and assigned to LOCAL BUSINESS for training purposes. DISTRICT retains the general right of direction and control over Student at all times and the Student's training will be supervised by DISTRICT;
  - g. During such times as Student is assigned at LOCAL BUSINESS by DISTRICT, DISTRICT shall permit LOCAL BUSINESS to exercise a limited degree of direction over Student, but only to the extent necessary to supervise the details of the assignment in furtherance of Student's training, to discharge any fiduciary responsibility LOCAL BUSINESS may have, or to comply with any statutory or regulatory requirement applicable to the training and instruction received by Student;
  - h. The limited degree of direction and control DISTRICT permits LOCAL BUSINESS to exercise shall neither interfere with nor displace DISTRICT's general right of direction and control over Student and shall not rise to a level that would cause Student to be an employee of LOCAL BUSINESS nor create a joint employer relationship between DISTRICT and LOCAL BUSINESS as it relates to the Student;
  - i. While on LOCAL BUSINESS premises or taking action on behalf of LOCAL BUSINESS, Student will not perform task without first receiving specific instructions from DISTRICT.
  - j. Student will comply with the DISTRICT and all LOCAL BUSINESS policies and procedures, including, without limitation, compliance with LOCAL BUSINESS' and DISTRICT'S Drug and Alcohol Policy;
  - k. Student acknowledges that LOCAL BUSINESS retains the sole and absolute right to end the assignment of Student at LOCAL BUSINESS at any time with or without cause and for any or no reason. Student also acknowledges that the fact that LOCAL BUSINESS has ended the assignment of Student at LOCAL BUSINESS shall in no way obligate DISTRICT to take any adverse action against Student, although DISTRICT may do so if it wishes;
  - l. Training services provided by Student at LOCAL BUSINESS shall be intermittent, for short periods of time, and under the direct and close supervision of a qualified and experienced person from DISTRICT;
  - m. Safety instruction shall be given by the DISTRICT and as requested by the LOCAL BUSINESS; and
3. Administration and Supervision.
- a. Student understands and agrees that DISTRICT is responsible for the following with respect to STUDENT:
    - 1) reserving the right of direction and control over Student, and maintaining all personnel and educational records related to Student;
    - 2) instructing and requiring Student to conform to the LOCAL BUSINESS policies generally applicable to each facility to which Student is assigned, to the extent such policies concern safety and health and/or personal and professional conduct including the wearing of an identification badge or personal protective equipment and adhering to facility regulations and general safety practices or procedures);
  - b. Student understands that LOCAL BUSINESS is responsible for:
    - 1) complying with the Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA);
    - 2) providing DISTRICT or Student with LOCAL BUSINESS policies generally applicable to any facility to which Student is assigned, to the extent such policies concern safety and health and/or personal and professional conduct (including the wearing of an identification badge or personal protective equipment and adhering to facility regulations and general safety practices or procedures); and
    - 3) promptly reporting any accident, injury, or occupational illness involving any Student to DISTRICT.

4. Confidential Information. All information provided to DISTRICT or Student by LOCAL BUSINESS shall be regarded as confidential and shall not otherwise be disclosed by DISTRICT or Student. Except with the prior written consent of LOCAL BUSINESS, DISTRICT and Student shall hold all such Confidential Information in confidence for LOCAL BUSINESS, and agrees not to disclose such information to anyone outside LOCAL BUSINESS or use such information for the benefit of anyone other than LOCAL BUSINESS, during or after the Term of this Agreement.

5. Injury Claims: Student and Student's legal representative/guardian/parent agree that if he/she is injured during the course and scope of Student's assignment at LOCAL BUSINESS, their sole remedy with respect to such injury will be a claim under DISTRICT's insurance policy, even if Student is injured as a result of LOCAL BUSINESS' negligence.

6. **INDEMNITY AGREEMENT**. NOTWITHSTANDING ANY AGREEMENT OR PROVISION TO THE CONTRARY, STUDENT AND/OR THE STUDENT'S AUTHORIZED REPRESENTATIVE/GUARDIAN/PARENT, AS ACKNOWLEDGED BELOW, AGREE TO INDEMNIFY, DEFEND (WITH COUNSEL SELECTED BY LOCAL BUSINESS) AND HOLD HARMLESS LOCAL BUSINESS, ITS PARENT, AFFILIATES, AND SUBSIDIARY ENTITIES, AND ITS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS, SUCCESSORS, AND ASSIGNEES FROM ANY LIABILITY, LOSS, COSTS (INCLUDING WITHOUT LIMITATION ATTORNEYS' AND EXPERT FEES), DAMAGES, TAXES, ASSESSMENTS, PENALTIES, OR INTEREST PAYMENTS THAT MAY AT ANY TIME BE INCURRED BY REASON OF ANY LOSS, DEMAND, CHARGE OF DISCRIMINATION, PROCEEDING, ACTION, OR SUIT BROUGHT AGAINST LOCAL BUSINESS OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS, SUCCESSORS, AND ASSIGNEES ARISING OUT OR IN ANY MANNER RELATED TO: i) STUDENT, THE TRAINING OR INTERNSHIP PROVIDED HEREIN; ii) THIS AGREEMENT; iii) THE ACTS OR OMISSIONS OF STUDENT OR LOCAL BUSINESS, INCLUDING ANY CLAIMS OF NEGLIGENCE BY LOCAL BUSINESS, CLAIMS FOR WAGE AND HOUR DISPUTES, WRONGFUL TERMINATION, CLAIMS FOR LOCAL, STATE OR FEDERAL TAXES ALLEGEDLY DUE FROM LOCAL BUSINESS IN CONNECTION WITH THE ENGAGEMENT OF STUDENT, ANY CLAIMS ARISING UNDER OR BASED UPON THE FAIR LABOR STANDARDS ACT, TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, THE CIVIL RIGHTS ACT OF 1991, THE EQUAL PAY ACT, THE TEXAS COMMISSION ON HUMAN RIGHTS ACT, THE AMERICANS WITH DISABILITIES ACT, THE REHABILITATION ACT OF 1973, CHAPTER 451 OF THE TEXAS LABOR CODE, THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, THE FAMILY AND MEDICAL LEAVE ACT, THE AGE DISCRIMINATION IN EMPLOYMENT ACT, ANY OTHER FEDERAL, STATE, OR LOCAL STATUTORY OR COMMON LAW OBLIGATION OR DUTY, ANY CLAIM BY STUDENT (OR HIS/HER FAMILY, DEPENDENTS OR BENEFICIARIES), TO THE PENSION BENEFIT GUARANTY CORPORATION ("PBGC"), THE DEPARTMENT OF LABOR ("DOL"), INTERNAL REVENUE SERVICE ("IRS"), OR COMPARABLE FEDERAL OR NATIONAL AGENCIES IN THE UNITED STATES; iv) ANY CLAIM FOR PERSONAL INJURY TO STUDENT'S FAMILY, REPRESENTATIVE, GUARDIAN OR PARENTS; AND/OR v) ANY CLAIM FOR BREACH BY STUDENT OR LOCAL BUSINESS OF ANY OF THE TERMS OF THIS AGREEMENT.

7. Benefit Plans. Student agrees that he/she shall be ineligible to participate in any employee benefit plan or fringe benefit program sponsored by LOCAL BUSINESS.

8. Governing Law and Severability. This Agreement shall be construed and governed by the laws of the State of Texas and is made and performable in Brazos County, Texas. Venue of any claim or dispute shall be College Station, Brazos County, Texas. In the event that any provision of this Agreement conflicts with the law under which this Agreement is based, the remainder of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, DISTRICT, Student, and LOCAL BUSINESS hereto have duly executed this Agreement.

<p><b>College Station ISD</b></p> <p>By: <u>Karen Y. Ferguson</u> (Print or type name)</p> <p>Title: <u>Director of Career and Technical Education</u></p> <p>Date: <u>May 21, 2019</u></p>	<p><b>LOCAL BUSINESS</b></p> <p>By: _____ (Print or type name)</p> <p>Title: _____</p> <p>Date: _____</p>
<p><b>STUDENT:</b></p> <p>By: _____ (Print or type name)</p> <p>Date: _____</p>	<p><b>PARENT/GUARDIAN:</b></p> <p>By: _____ (Print or type name)</p> <p>Date: _____</p>