Appendix 1

SITESPONSORAGREEMENT

Kalamazoo College (“College”) ______________________________________ (“Site Sponsor”)
1200 Academy ______________________________________________________
Kalamazoo, MI 49006 __________________________________________________
Attn.: Joan Hawxhurst, CCPD Director ___________________________________
Email: joan.hawxhurst@kzoo.edu _______________________________________
Attn.: _____________________________________________________________
Email: _____________________________________________________________

The College and the Site Sponsor agree:

I. Acknowledged Facts. The parties acknowledge the following:

The College’s Center for Career and Professional Development (“CCPD”) has created the Kalamazoo College CCPD Internship Program. It provides an educational strategy whereby students complement their academic preparation with direct practical experience through an internship. The effort to combine a productive work experience with an intentional learning component is a proven method for promoting the academic, personal, and career development of students. The Site Sponsor’s participation exhibits its interest and commitment to this educational strategy and to the growth and development of students as future professionals. The College looks forward to collaborating with the Site Sponsor in this work/learning endeavor.

II. Responsibilities.

A. Responsibilities of the College.

1. Encourage the student intern’s productive contribution to the overall mission of the Site Sponsor;
2. Certify the student intern’s academic eligibility to participate in an internship assignment;
3. Establish guidelines and standards for the conduct of its internship program and to make these guidelines and standards available to the Site Sponsor;
4. Designate the CCPD staff as advisors to the student intern with responsibilities to assist in setting learning objectives, to confer with Site Sponsor personnel, and to monitor the progress of the internship assignment;
5. Maintain communication with the Site Sponsor regarding CCPD policies and procedures;
6. Maintain the confidentiality of any information designated by the Site Sponsor as confidential;
7. Cooperate with the Site Sponsor to enforce procedures mutually agreed in writing between the CCPD and the Site Sponsor.

B. Responsibilities of the Site Sponsor.

1. Encourage and support the learning aspect of the student’s internship assignment;
2. Designate an employee to serve as student intern supervisor with responsibilities to help orient the student intern to the site and its culture, to assist in the development of learning objectives, to confer regularly with the student and occasionally with his/her CCPD staff representative, and to monitor progress of the student;
3. Provide adequate supervision for the student intern and assign duties that are career-related, progressive and challenging;
4. Make available equipment, supplies, and space necessary for the student intern to perform assigned duties;
5. Provide a safe working environment;
6. Not displace regular workers with students secured through internship referral;
7. Not offer any guarantee of employment after the conclusion of the internship.
8. Notify CCPD personnel of any changes in the student intern’s work status, schedule, or performance;
9. If requested, allow a CCPD representative to visit the work site to confer with the student intern and his/her supervisor;
10. Communicate the Site Sponsor policies and standards to CCPD personnel;
11. Have in place and enforce a policy that prohibits the same kinds of discrimination that the College prohibits;
12. Comply with all laws, including, for example, those relating to employment, health, and workplace safety.

III. **Term of Internships.**

An internship arrangement for each student will last for a period agreed upon by the Site Sponsor and the student intern in accordance with the requirements of the CCPD Internship Program, and reported in advance to the CCPD. The term may be ended early by either the Site Sponsor or the College, after reasonable efforts have been made by the terminating party to discuss and resolve the situation.

IV. **Duration of Agreement.**

This agreement is effective upon signing and shall continue in effect through September 8, 2017. If on that date a student internship is still in place, this agreement continues in effect until that internship ends.

V. **Representatives.**

Any questions regarding the internship program, its procedures, or this agreement should be referred to the representatives of each party listed at the top of the first page.

VI. **Insurance.**

A. **College’s Insurance.** The College will maintain commercial general liability insurance with minimum limits of $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury and property damage.

B. **Site Sponsor’s Insurance.** The Site Sponsor will maintain during the internship term the following insurance coverages:
   1. Commercial general liability insurance with minimum limits of $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury and property damage.
   2. Worker compensation insurance with statutory limits and employer liability coverage as required by law.
   3. Automobile liability insurance covering all owned, non-owned and hired vehicles with at least a $1,000,000 per accident limit for bodily injury and property damage.

C. **Site Sponsor’s Liability Insurance Requirements.** The Site Sponsor’s liability insurance must:
   1. name the College as an additional insured;
   2. include contractual liability coverage sufficient to cover Site Sponsor’s duty to indemnify the College;
   3. be carried on an occurrence basis.

D. **Site Sponsor’s Other Insurance Requirements.** The Site Sponsor is responsible for all deductibles applicable to its required insurance. All of its insurance must be primary, so that any landlord insurance is excess, secondary and non-contributing, and be written by carriers legally authorized to write insurance in that location and having at least an A rating in the most recently published version of *A.M. Best Company Insurance Ratings*.

E. **Insurance Waivers of Subrogation.** Each insurance policy required or permitted under this agreement must waive all of insurer’s subrogation rights with respect to losses payable under the policy.

F. **Delivery of Certificates.** Within 5 days after this agreement is signed, the Site Sponsor and the College must deliver to each other certificates of insurance showing that their respective insurance is effective. Each of them must also deliver renewal certificates at least 30 days before each policy’s expiration date.

G. **Waiver of Insured Claims.** The Site Sponsor and the College waive claims against each other to the extent that insurance proceeds are actually received by the insured party.

VII. **Release.**

The Site Sponsor releases the College from all liability in connection with the student’s conduct in connection with the internship. The Site Sponsor makes this release knowing that a) the student interns are not officers, employees, or agents of the College; and b) the College makes no representation as to student behavior.
VIII. General Provisions.

A. Indemnification. The Site Sponsor must defend and indemnify the College against claims arising out of the Site Sponsor’s conduct, which includes, for example, the Site Sponsor’s supervision of student interns, negligence of the Site Sponsor personnel, and the Site Sponsor’s breach of this agreement. Indemnification includes payment of expenses (including reasonable attorney fees), judgments, settlements, internal staff time, and loss of property value. The College will promptly give notice of an indemnity claim to the Site Sponsor. But delay or failure to notify does not adversely affect the College’s indemnity rights except to the extent that the delay prejudices the Site Sponsor.

B. Assignments. Without the prior written consent of the College, the Site Sponsor may not assign any of its rights or delegate any of its duties under this agreement.

C. Entire Agreement and Amendment. This agreement contains the entire agreement between the College and the Site Sponsor with respect to internships and supersedes all previous representations, discussions, and understandings. This agreement may be amended only in writing signed by the College and the Site Sponsor.

D. Anti-Reliance. The Site Sponsor represents that (a) it has had full opportunity to consult with legal and other advisors as it determines advisable or necessary in connection with its decision to knowingly sign this agreement, and (b) it has not relied on any representation or other statements, other than those in this agreement made by the College or any one acting on its behalf. The parties rely solely on this agreement to govern their relationship. Reliance on any other representation or activity outside this agreement is unreasonable and establishes no rights or duties.

E. Notices.

1. General Requirements. Any notice (whether the notice is an approval, demand, permission, or other decision or communication) permitted or required under this agreement must be in writing, have its postage prepaid by the sender, and for mailed or electronic mail delivery, must be addressed to the recipient at the address shown on the first page or more recently given by the recipient to the sender.

2. Deemed Delivery. Notice is deemed given upon the earliest of:
   a. actual receipt;
   b. hand delivery in person;
   c. two business days after being deposited in the United States first-class mail;
   d. one business day after being mailed by a nationally recognized private overnight mail or courier service such as FedEx or UPS for next business day delivery; or
   e. the same business day the notice is sent by electronic mail if sent before 5:00 p.m. local time in the recipient’s time zone (otherwise electronic mail notice is deemed given on the next business day).

F. Litigation and Governing Law. Litigation relating to this agreement may be maintained only in Kalamazoo County, Michigan, or in the federal court for the Western District of Michigan.

G. Severability. The unenforceability of any term does not affect any other term.

H. Survival. Obligations of both parties survive this agreement’s termination.

I. Interpretation.

1. Headings are only indications of article and section contents and may be used to that extent to interpret this agreement.

2. References to laws, documents and other written materials include amendments that may be made from time to time.

3. References to days mean calendar days unless otherwise stated. Any deadline or end of any time period that does not fall on a business day extends through the next business day. Business day means any calendar day other than a Saturday, Sunday or other day on which financial institutions close.

4. Each term is enforceable only to the extent that the law allows.