

## SIMMONS LAW SCHOOL STUDENT AFFILIATION AGREEMENT

**THIS AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (“Effective Date”) by and between \_\_\_\_\_ (“STUDENT”), and \_\_\_\_\_ (“LAW OFFICE”) and the BOARD OF TRUSTEES OF SOUTHERN ILLINOIS UNIVERSITY, a body politic and corporate of the State of Illinois, by Southern Illinois University Carbondale on behalf of its School of Law (“UNIVERSITY”).

WHEREAS, LAW 672 (Judicial), 675 (Public Interest), and 696 (Residential) are law student externship courses offered by the Simmons Law School at Southern Illinois University at Carbondale in which a student can earn, on a variable basis, one credit hours for each 42.5 hours of supervised field work in a public or private law-related office [For Law 672 and 675, law students may take up to six credit hours per semester. Law 696 requires externs to take 9 hours per semester.]; and

WHEREAS, the parties understand that the externship is a supervised credit-earning learning experience for the student with equal opportunity for the performance or observation of administrative and functional legal tasks; and

WHEREAS, UNIVERSITY and LAW OFFICE desire to enter into an agreement to provide a practical opportunity for eligible UNIVERSITY law students to become competent professionals through participating in an externship at LAW OFFICE.

NOW, THEREFORE, in consideration of the terms, conditions and covenants, mutual or otherwise, as hereinafter set forth, the parties hereby agree to be bound to the following terms and conditions as stated herein.

1. The term of this Agreement commences on the Effective Date and expires on December 31, 2031 unless earlier terminated in accordance this section. This Agreement may be terminated by either Party, with or without cause, upon no fewer than sixty (60) days prior written notice.
2. UNIVERSITY hereby confirms that any student participating in an externship pursuant to this Agreement has earned at least forty-five (45) credit hours and otherwise meets all the prerequisites for enrolling in the externship program.
3. LAW OFFICE will arrange and allow student externs to participate in duties normally allocated to junior attorneys in LAW OFFICE, which may include research, document preparation, telephone contact, and client contact, under the direct supervision of LAW OFFICE personnel.
4. LAW OFFICE hereby agrees to maintain direct and adequate supervision over the student extern in regard to the student extern’s job responsibilities, duties, and/or work performed by the student extern during the externship term.
5. If the student extern commits any acts that are detrimental to the professional setting of the LAW OFFICE, including but not limited to excessive absenteeism, tardiness, lack of professionalism, poor performance or behavior, LAW OFFICE will notify the University contact identified in Paragraph 13a. below at UNIVERSITY in order to determine whether the student extern should be allowed to continue the externship program at LAW OFFICE.
6. LAW OFFICE will allow at least one site visit or phone contact from UNIVERSITY for the purpose of assessing the Student’s progress.

7. The externship is for training and educational purposes only. Participating students shall not be considered employees of either LAW OFFICE or UNIVERSITY for purposes of this Agreement. Participating students shall not receive monetary remuneration or any other form of employment benefit pursuant to this Agreement and shall not displace or replace LAW OFFICE's employees.
8. UNIVERSITY will be responsible for awarding the extern's grade for the class and otherwise administering the academic aspects of the externship.
9. LAW OFFICE shall maintain during the entire term of this Agreement commercial general liability insurance with limits of at least \$1,000,000 per occurrence, workers' compensation insurance to the extent required by applicable law, and professional liability insurance with limits of at least \$1,000,000 per occurrence. Umbrella liability insurance may be used to meet the general liability coverage limit requirements. The insurance companies providing coverage must have a B+:VI or better rating in the current edition of Best's Key Rating Guide. If a policy required under this section is written on a claims-made basis and that policy is replaced or renewed, any retroactive date must coincide with, or precede the placement of any student at LAW OFFICE pursuant to this Agreement. A claims-made policy that is replaced or not renewed must have an extended reporting period of not less than two (2) years.
10. UNIVERSITY shall maintain during the entire term of this Agreement general and professional liability insurance through the Southern Illinois University Self-Insurance Program with limits of at least \$1,000,000 per occurrence. Said insurance covers UNIVERSITY's paid employees acting within the scope of their appointments and its enrolled students acting within the scope of any approved **unpaid** clinical or externship program for which academic credit or the equivalent may be awarded.
11. The parties agree that reasonable efforts will be made to resolve problems with the externship; however, LAW OFFICE reserves the right to request removal of any student from participating in the externship program at LAW OFFICE, if the Student poses a danger or risk to the health, safety, or welfare of any person or property in connection with LAW OFFICE. The parties, by mutual agreement, may withdraw the Student from the externship program at LAW OFFICE due to unsatisfactory work performance or unprofessional conduct.
12. It is agreed that no party to this Agreement shall discriminate against any person because of race, religion, sex, creed, handicap, national origin, age, or veteran status, while performing the terms and conditions of this Agreement.
13. Notices required by this Agreement shall be mailed via certified or registered mail, return receipt requested, to the receiving Party's address below or via email to the regularly monitored email address noted below:

a. UNIVERSITY:

Dale Aschemann, Acting Externship Coordinator  
SIU Simmons Law School  
Mail Code 6804  
Southern Illinois University  
1150 Douglas Drive  
Carbondale, Illinois 62901  
dale.aschemann@siu.edu

b. LAW OFFICE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (email)

Notices sent via mail shall be considered given upon the date of receipt reflected in the return mail receipt or ten (10) days after mailing, whichever occurs first. Notices sent via email shall be considered received on the date the recipient acknowledges receipt in writing.

14. All parties shall conduct their respective responsibilities in compliance with all applicable federal, state, and local laws, rules, and regulations as well as their own respective institutional rules, regulations, and bylaws.
15. UNIVERSITY and LAW OFFICE shall have exclusive control over their respective institutions. No party by virtue of this agreement assumes any liability of any debts or obligations incurred by the other party to this Agreement. Neither party intends for this Agreement to alter in any way their respective legal rights or their obligations to one another, the student(s) assigned to the LAW OFFICE, or to any third party.
16. Neither party shall use the name of the other in any promotional or advertising material unless review of approval of the intended use shall first be obtained from the party whose name is to be used.
17. The Parties acknowledge and agree that the terms of this Agreement may result in the disclosure of personally identifiable information from education records protected from disclosure and re-disclosure by the Family Educational Rights and Privacy Act of 1974 (“FERPA”). Accordingly the Parties agree as follows: (1) that any exchange or disclosure between the Parties of protected student information shall be in accordance with FERPA and its implementing regulations; (2) that should either party receive from the other personally identifiable information from education records, it shall not release or disclose that information to any other party without the prior, written consent of the eligible student or as otherwise expressly permitted by FERPA; and (3) that each Party shall limit its use of personally identifiable information from education records to the purpose for which the disclosure was made. As used in this section, the terms “personally identifiable information” and “education records” shall have the meanings ascribed to them in 34 C.F.R. § 99.3.
18. The failure or delay of either party to exercise any right, power, or privilege under this agreement shall not operate as a waiver of any such right, power, or privilege.
19. Any representations, warranties and indemnification obligations contained in this Agreement shall survive the termination or expiration of this Agreement.
20. This Agreement, and any dispute arising thereunder, shall be exclusively governed by and construed according to the laws of the State of Illinois without reference to its conflict of law provisions. The exclusive venue for litigation arising hereunder shall be a court of competent jurisdiction sitting in the State of Illinois.
21. Nothing in this Agreement shall be construed to permit the assignment by either party of any rights or obligations hereunder, and such assignment is prohibited unless evidenced by the written consent of each of the parties.
22. UNIVERSITY and LAW OFFICE shall be considered independent contractors to one another. Nothing in this Agreement shall establish or create a relationship of partnership, joint venture, employment,

franchise or association between UNIVERSITY and LAW OFFICE, nor between their respective students, staff and/or employees.

- 23. This instrument sets forth the entire agreement between LAW OFFICE and UNIVERSITY with regard to the externship and supersedes all prior agreements or understandings, oral or written, regarding same. No alteration or modification to this Agreement will be valid unless made in writing and signed by both parties.
- 24. Each person signing this Agreement below represents and warrants that he or she has the necessary authority to bind the Party on behalf of which he or she signs to the terms and conditions of this Agreement.
- 25. By entering into this Agreement UNIVERSITY does not waive, in whole or in part, sovereign immunity or any protection afforded to University by applicable law.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized, respective officers, and by doing so, hereby affirm that the Agreement is enforceable on behalf of and against each party as of the date first written above.

**BOARD OF TRUSTEES OF  
SOUTHERN ILLINOIS UNIVERSITY**

**LAW OFFICE**

\_\_\_\_\_  
Dr. Sheryl A. Tucker, Provost,  
Southern Illinois University Carbondale

\_\_\_\_\_  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title