



## BYS and Rotary Summer Internship Program

# BYS and Rotary and Employer Internship Agreement Form



1. \_\_\_\_\_ ("Employer"), and Bainbridge Youth Services ("BYS") and the Rotary Club of Bainbridge Island ("Rotary"), both Washington nonprofit corporations, enter into this Agreement for the purpose of providing one or more high school students ("Intern(s)") with (a) worksite learning internship(s).
2. Employer agrees to employ \_\_\_\_\_ Intern(s) for a period of \_\_\_\_\_ week(s) for \_\_\_\_\_ hours per week during the summer of 2020.
3. Employer agrees to provide a  paid /  unpaid internship. If paid, then Item 5 below does not apply. If unpaid, then Items 4 and 6-8 below do not apply.
4. For a paid Intern, Employer agrees to be responsible for providing the same worker's compensation insurance as they do for regular employees.
5. Under the BYS and Rotary Summer Internship Program ("Program"), an unpaid Intern may also be considered to be an "employee," and remain subject to the same requirements as regular employees. Employer should contact the Washington State Department of Labor and Industries to determine whether payment of worker's compensation insurance is mandatory or elective, and an Intern and/or parent/guardian of an Intern should also determine whether they are responsible for providing accident insurance coverage.
6. BYS and Rotary and Employer agree that (an) Intern(s) will be compensated for work performed at the applicable minimum wage rate of \$13.50 per hour. However, if Employer wants to pay more than the minimum wage, please indicate the amount you intend to pay: \$\_\_\_\_\_ per hour. BYS and Rotary prefer that Employer pay one hundred (100) percent of the minimum wage. If Employer is unable to do so, then BYS and Rotary are willing to pay up to fifty (50) percent of the minimum wage (\$6.75) for a maximum of 120 hours. Employer agrees to pay \_\_\_\_\_ percent of the minimum wage, and BYS and Rotary agree to pay \_\_\_\_\_ percent.
7. Employer agrees to present BYS and Rotary with invoices showing the amounts paid to (an) Intern(s) for each payroll period. If BYS and Rotary are paying a percentage of the wage (see Item 5), then BYS and Rotary agree to reimburse Employer for the agreed-upon amount within fourteen (14) days of BYS and Rotary's receipt of Employer's invoice for such payroll period. Invoice must be received by BYS no later than September 15, 2020.
8. Employer agrees to pay all applicable withholding taxes, income taxes, social security taxes, B&O taxes, and worker's compensation or employment security premiums. Employer indemnifies BYS and Rotary and holds them harmless for paying such business costs or taxes.
9. Employer agrees to provide (an) Intern(s) with a safe work environment that is free from unlawful harassment and complies with all applicable wage and worker safety laws and regulations, including but not limited to anti-discrimination laws.
10. Employer agrees to designate themselves or an employee who is responsible for overseeing (an) Intern(s)' worksite learning experience.
11. Employer agrees to define the work to be performed and what they want the Intern(s) to accomplish prior to the start of the internship.
12. Employer agrees to provide (an) Intern(s) with periodic oral feedback on their job performance and to participate in the Program's evaluation procedure.
13. BYS and Rotary agree to provide Employer with the name of a BYS and Rotary representative who can be called upon to address any problems that arise during the term of (an) Intern(s)' employment.

14. This Agreement does not create the relationship of a legal partnership or a joint venture. BYS and Rotary shall not control or direct the details and means by which Employer assigns, monitors, or orally evaluates the Intern's work, nor will BYS and Rotary provide Employer with any administrative human resources services.
15. BYS and Rotary agree that Employer retains the right to terminate an Intern at will for: cause; and/or the Intern's inability of unwillingness to comply with workplace rules and/or to perform assigned duties. Before doing so, Employer agrees to contact a BYS and Rotary representative, describe the problem, and discuss ways to resolve the situation before terminating the Intern.
16. Employer agrees to indemnify BYS and Rotary and holds them harmless against all liability and/or loss, and against all claims or actions based on or arising out of damage or injury to any persons or property, caused by or sustained in connection with Employer's business or this Agreement.
17. Any conflicts or disputes between the parties to this Agreement shall be resolved through mediation and/or binding arbitration under the rules of the American Arbitration Association. In the event that either party initiates any arbitration proceeding under this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs.
18. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. No presumption shall arise based on one party having drafted all or any portion of this Agreement. If any provision of this Agreement is deemed unenforceable to any extent, the remainder of this Agreement shall not be affected and shall be enforceable to the fullest extent permitted by law. This is the entire and final agreement of the parties, and there are no other understandings between them, oral or written, expressed or implied, other than as set forth in this Agreement. Each party executing this Agreement warrants that such party is duly authorized to do so.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Employer: \_\_\_\_\_

Bainbridge Youth Services and Rotary Club of  
Bainbridge Island

By: \_\_\_\_\_

By: \_\_\_\_\_