

INCLUSIVE INTERNSHIP INITIATIVE!

Congratulations! **{LIBRARY NAME}** has been selected to participate in the Inclusive Internship Initiative (III) this summer. The Public Library Association (PLA), a division of the American Library Association, is supporting III and the Library's participation with funding from the Institute of Museum and Library Services.

To confirm your participation, please read the Memorandum of Understanding below, sign to confirm your understanding and acceptance, and return a copy to plinterns@ala.org by **Friday, April 10, 2020**.

Memorandum of Understanding

This Memorandum of Understanding ("Agreement") is by and between the American Library Association, through its division, the Public Library Association ("PLA") and the legal entity identified in the signature block below ("Library") and shall be effective on the date the Agreement is signed and returned to PLA as noted above. **PLA encourages the Library's Foundation or Friends group to accept the stipend on the library's behalf by signing the MOU and W-9.**

Library Obligations.

As a participating library, Library is responsible for:

- Identifying, recruiting, and onboarding an appropriate intern representative of the demographic diversity of the library's community. Interns may be incoming high school juniors, seniors, or college freshmen who are eligible for employment under the laws of the Library's state of residence;
- Assigning a staff person to serve as a mentor and main point of contact;
- Participate in monthly virtual learning and networking opportunities
- With the intern, developing a [connected learning project](#) and establish a work schedule necessary to complete the project;
- Offering at least 5 hours a week of one-on-one mentoring and coaching to the intern;
- Attending a June 19-21 kick-off event in Washington, D.C. and a September 25-27 wrap-up event in Chicago, IL. Please see attached document for more information about event travel;
- Providing a safe working environment, including the necessary equipment, furniture and supplies needed to successfully complete the internship project;
- Providing a thorough overview of policy and procedures and ensure the intern is in regular compliance with Library policy.

INCLUSIVE INTERNSHIP INITIATIVE!

Payment Terms.

- PLA will make a single payment of \$3,500 per intern to the Library upon submission of this form and a completed W-9.
- The Library is responsible for establishing the hourly wage and schedule with the intern. The Library is responsible for working with Library's HR department to understand and apply and relevant withholding and benefits rules.
- The Library is responsible for internally transferring stipend funds to payroll and issuing paychecks to the interns. Paychecks should be issued in accordance with the Library's existing payroll policy.
- Funds can only be used to cover hourly wages of the intern, and on direct intern support. Funds cannot support mentor time or overhead. PLA will reimburse the Library for pre-approved travel (including ground transport to and from the airport) and meal expenses for the mentor and the intern to the kick-off and wrap up meetings.
- PLA shall not be responsible for any other or further expenses or costs incurred by the Library. Library is responsible for all employment related expenses including benefits, taxes, insurance and other employment related costs.

Please complete the attached W-9 form return to plinterns@ala.org. ALA accounting requires this information to issue payments. The \$3,500 check will be mailed to the entity listed on the W-9.

Travel Obligations.

- As part of this internship, interns and mentors are required to attend a kick-off event in Washington, D.C. (June 19-21) and a wrap-up event in Chicago, IL (September 25-27).
- To ensure travel and hotel deadlines are met, PLA must know the names of the participating mentor and intern by **May 20, 2020**.
- PLA grant funds will cover travel, lodging, and incidentals for one mentor and one intern per library.
- PLA will make its travel office available to coordinate mentor and intern travel to both Washington D.C. and Chicago.
- PLA will make hotel reservations for all students and mentors, based on program participant rosters. Mentors will be assigned their own rooms; interns will be assigned a roommate.
- Interns and mentors are responsible for arranging ground transportation to and from airports. PLA will reimburse these costs, as well as other travel incidentals such as meals and checked-bag fees.
- Participants are expected to walk up to one mile at a time. Local ground transportation will provided for longer distances, evening events, and to meet needs of those with mobility issues.

INCLUSIVE INTERNSHIP INITIATIVE!

- PLA has provided the Library with a permission slip for the intern or as needed the intern's parent or guardian to sign. Please forward a copy of signed permission slips to plinterns@ala.org by **May 20, 2020**.

Employer Relationship.

Library is an independent contractor and not an employee, agent, joint venturer, or partner of PLA, and nothing in this Agreement shall be construed as creating any other relationship between PLA and Library, or between any employee or agent of Library and PLA. Accordingly, neither Library nor any of its employees (including the intern) will participate in or be entitled to any benefits under PLA's benefit programs or plans now existing or hereafter created, including, without limitation, PLA's pension plan, savings plan, and medical, life and accidental death insurance plans. Library's employees (including the intern) shall at all times remain employees of Library, which shall be solely responsible for all aspects of their employment, including, without limitation, compensation, benefits, payment or withholding of taxes, social security, Medicare, unemployment or other insurance, and workers' compensation. Library agrees to comply with all laws, rules, regulations and ordinances applicable to it as an employer, including, without limitation, the withholding and contribution provisions of any law affecting the income or payroll of its employees, as well as any state unemployment or workers' compensation acts.

Library agrees to indemnify and hold harmless the PLA, its affiliates and their officers, directors, employees, successors and assigns (all hereinafter referred to in this Paragraph as the "PLA") from and against any losses, damages, claims, demands, suits, liabilities and expenses (including reasonable attorney's fees and court costs) that arise out of or result from: (a) injuries or death to persons or damage to property, including theft, in any way arising out of or occasioned by, caused or alleged to have been caused by or on account of the negligence or willful misconduct of the Library or its employees (including the intern); (b) assertions under workers' compensation or similar acts made by the intern, or injuries to such persons for which PLA would be responsible under workers' compensation or similar acts if the persons were employed by PLA; (c) assertions by interns under any federal, state or local law, ordinance, regulation, rule or order relating to an employment practices or wage claim; (d) claims by interns, governmental authorities or others of any actual or asserted failure of Library to comply with any law, ordinance, regulation, rule or order of any government body. Library agrees to defend PLA, at PLA's request, against any such claim, demand or suit. Any attorney retained to defend any such claim, demand or suit shall be mutually acceptable to PLA and Library. PLA agrees to notify Library in writing within a reasonable time of any written claims or demands against PLA for which Library is responsible under this Paragraph.

INCLUSIVE INTERNSHIP INITIATIVE!

Miscellaneous Terms.

Third Party Beneficiaries. The parties acknowledge that there are no third party beneficiaries to this Agreement and no third party shall be entitled to assert a claim against either of them based upon this Agreement.

Notices:

American Library Association
50 E. Huron St.
Chicago, IL 60611
Attention: Nellie Barrett
Email: plinterns@ala.org

For Library:

Compliance with Laws. Each party shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement. For the avoidance of doubt, Library shall comply with applicable nondiscrimination laws, including but not limited to those in the Assurances and Certifications of the IMLS grant, throughout the grant award and the application and selection process.

Contract Interpretation. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by both parties. This Agreement represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

Governing Law. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Illinois and venue shall be in Cook County, Illinois.

This Agreement has been signed as of the date indicated below

Name:

Date:

Library:

Library Address:

Signature: