

# COLLEGE STUDENT INTERN AGREEMENT

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

This Student Intern Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the City of Baton Rouge and Parish of East Baton Rouge (hereinafter called "City-Parish") represented herein by Melvin "Kip" Holden, Mayor-President, being duly authorized by the Metropolitan Council by Resolution 45108, adopted by the Metropolitan Council on October 11, 2006, and \_\_\_\_\_ whose social security number is \_\_\_\_\_ (hereinafter called "Student Intern") who both hereby (in consideration of the mutual covenants of this Student Intern Agreement) agree as follows:

## **1. Term of Student Intern Agreement**

This Student Intern Agreement shall begin on the date designated above and shall continue until terminated in accordance with this section. The City-Parish \_\_\_\_\_ Director and the Student Intern both reserve and shall have the unconditional right to terminate and cancel this Student Intern Agreement at any time by providing written notice to the other party.

## **2. Services**

The Student Intern agrees to provide services as may be requested by the City-Parish \_\_\_\_\_ Department including the following:

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The Student Intern understands, acknowledges and agrees that he/she will not normally be requested or allowed to work more than 29 hours per week; however, he/she may work up to 40 hours per week during summer, holiday and semester breaks for not more than 5 calendar years. In no event will the intern be allowed to work more than 29 hours per week for more than 20 weeks in any calendar year or more than 40 hours per week for any week except when there is an emergency certified by the department head.

### **3. Compensation and Status**

The sole compensation which shall be due to the Student Intern shall be the amount of \$\_\_\_\_\_ per hour for each hour worked by the Student Intern pursuant to this Student Intern Agreement. The Student Intern shall be paid on a bi-weekly basis and the City-Parish shall deduct from the amount due to the Student Intern any and all amounts required by law to be deducted including any and all amounts required to be deducted for FICA, federal income taxes, and state income taxes.

The Student Intern understands, acknowledges and agrees that he/she is not a classified or unclassified employee of the City-Parish and that he/she shall not have, be entitled to or receive any of the benefits afforded to classified or unclassified employees of the City-Parish.

The Student Intern understands, acknowledges and agrees that he/she must be enrolled in a post-secondary higher educational institution and be considered full-time by that institution and that this condition must apply within 120 days of all times during the appointment. The Student Intern further certifies that in the event the terms of the enrollment change that he/she will immediately notify the department and that such change or failure to report such change may result in the termination of the contract.

#### **4. Invoicing**

Time and activity reports shall be submitted to City-Parish on a bi-weekly basis. Payment for services shall be made at the rate set forth above within seven (7) days after the receipt and approval of time and activity reports.

#### **5. Travel**

The Student Intern shall be reimbursed in accordance with IRS regulations for local mileage incurred in performance of services pursuant to this Student Intern Agreement. Other travel expenses shall be borne by Student Intern.

#### **6. Confidentiality**

Any information in the records and files of City-Parish and records and files of taxpayers shall be considered confidential by law as provided under Louisiana Revised Statutes 47:1508 and 1508.1. Student Intern agrees that he/she will be bound by the provisions of said statutes and the City-Parish's interpretation of those statutes as if he/she were an "employee" under the terms of those statutes.

#### **7. Approval**

This contract must be approved by Human Resources and the Parish Attorney's office. The Student Intern may not have been employed by the City-Parish (except by contract) in the same department in the prior two years and the contract must comply with all provisions of the State Ethics Code. In order to make this determination the Student Intern must complete an application which includes disclosing prior City-Parish employment and immediate family members who are employed at the City-Parish or serving as Council members, the Mayor-President or the Mayor-President's Executive staff in order to avoid potential State Ethics Code violations.

**8. Assignment**

This Student Intern Agreement shall be binding and shall inure to the benefit of the parties hereto and shall not be assigned or transferred.

**9. Non-Exclusive Contract**

It is the understanding by the parties hereto that this Student Intern Agreement is not an exclusive one, City-Parish reserving the right to assign similar work to other parties if City-Parish so desires.

**WITNESSES:**

**CITY OF BATON ROUGE  
PARISH OF EAST BATON ROUGE**

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\_\_\_\_\_  
Student Intern

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\_\_\_\_\_  
Director's Name and Department

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\_\_\_\_\_  
Approved - Human Resources

**WITNESSES:**

\_\_\_\_\_  
Approved - Parish Attorney

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Mayor-President Melvin "Kip" Holden

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05/17/13 HR