

RESOLUTION NO. 2025-__R

A RESOLUTION AUTHORIZING THE VILLAGE TO ENTER INTO AN AGREEMENT WITH NORTHERN ILLINOIS UNIVERSITY FOR A TUITION-WAIVER STUDENT INTERN

WHEREAS, the Village of Winnebago ("Village") recognizes the value of supporting public administration education through hands-on internship opportunities; and

WHEREAS, Northern Illinois University ("University") has proposed placing a graduate student intern with the Village under a tuition-waiver arrangement whereby the student will be employed by the University and contracted to the Village; and

WHEREAS, the proposed internship will be governed by a standard agreement (in substantially the same form as attached "Exhibit A") between the University and the Village outlining the responsibilities, supervision, and financial terms of the arrangement; and

WHEREAS, the expense associated with the internship was included in the Village's 2025 Community Development budget; and

WHEREAS, the Village will reimburse the University for the student's services in the amount of \$1,789.60 per month for a total of ten months, not to exceed \$17,896; and

WHEREAS, the internship opportunity is contingent upon the Village being matched with a qualified tuition-waiver student through the University's placement process; and

WHEREAS, this resolution is intended to proactively authorize execution of the agreement, to avoid delays should a suitable student be matched with the Village;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WINNEBAGO, ILLINOIS, AS FOLLOWS:

SECTION I

The Village Administrator is hereby authorized to execute an agreement with Northern Illinois University for the placement of a tuition-waiver graduate student intern, substantially in the form attached hereto.

SECTION II

This authorization is contingent upon the successful matching of a qualified student to the Village and shall not be acted upon unless such placement occurs.

SECTION III

This Resolution shall be in full force and effect upon its passage and approval as provided by law.

APPROVED BY: _____

Franklin J. Eubank, Jr., President of the Board
of Trustees of the Village of Winnebago, Illinois

ATTEST:

Sally Jo Huggins, Village Clerk

PASSED: _____

APPROVED: _____

**PUBLISHED IN
PAMPHLET FORM:** _____

AGREEMENT FOR STUDENT INTERNSHIPS/EXTERNSHIPS

This **Agreement for Student Internships/Externships** (“**Agreement**”) is made and entered into by and between the Board of Trustees of Northern Illinois University, located in DeKalb, Illinois 60115 (“**University**”), and **Internship Site** (“**Sponsor**”).

WHEREAS, Sponsor and University desire to enter into an agreement pertaining to an internship/externship for University students; and

WHEREAS, such internship/externship is to be funded by Sponsor and performed by the parties under the terms and conditions specified herein; and

WHEREAS, the performance of the internship/externship is of mutual interest to Sponsor and University, and is consistent with the instructional, scholarship and research objectives of University as a non-profit, tax-exempt educational institution.

NOW, THEREFORE, in consideration of the foregoing recitals, which are by this reference incorporated into and made a part of this Agreement, and the mutual covenants and promises hereinafter set forth, the parties agree as follows:

1. STATEMENT OF WORK

University may provide one or more student interns/externs (each a “**Student**”) for an internship/externship (“**Int/Ext**”) with Sponsor and Sponsor agrees to assign professional duties and supervision to enhance the overall educational experience for the Student(s) during the Int/Ext, as further described in a Statement of Work (“**SOW**”) which shall be in the form of Appendix A attached hereto. A SOW, when executed by the parties, shall be incorporated into and made a part of this Agreement. The parties may agree to subsequent internships/externships in separate statements of work, which if executed by the parties, shall also be incorporated into Appendix A and made a part of this Agreement.

2. STUDENT INTERN

The number of hours to be worked by the Student will be as agreed to by the parties and as stated in the respective SOW. If for any reason a selected Student withdraws from participation in the Int/Ext, or University or Sponsor become dissatisfied with the performance of the Student, University and Sponsor shall endeavor to agree upon a successor Student or shall terminate this Agreement in the manner provided under this Agreement. University and Sponsor agree to notify the other party in writing regarding attendance or other concerns relating to a Student’s performance. Sponsor shall designate an on-site supervisor who will be responsible for reporting and receiving such concerns to/from the designated University contact as listed in the respective SOW.

3. **TERM**

The term of this Agreement shall commence on August 16, 2025 ("**Effective Date**") and terminate on June 30, 2026, unless earlier terminated as provided for herein ("**Term**"). This Agreement shall not be binding until it is signed by authorized representatives of both parties. The Term may be extended by the mutual written agreement of authorized representatives of the parties. For clarity, notwithstanding the Term or execution of this Agreement by the parties, University is not obligated to provide and Sponsor is not obligated to accept any Student, unless a corresponding SOW for a specific Int/Ext is executed by the parties for specific Student(s).

4. **INT/EXT COST AND PAYMENT**

Payment obligations shall be as stated in each respective SOW.

5. **INSURANCE**

Both parties shall maintain during the Term of this Agreement, general liability insurance in amounts not less than One Million Dollars (\$1,000,000) per occurrence or claim and Two Million Dollars (\$2,000,000) in the aggregate for claims arising out of the actions of their respective employees or other participating agents. Where required by law, each party shall maintain workers' compensation insurance in amounts not less than that required by law for employees performing work in connection with this Agreement. Sponsor's site may be self-insured.

University shall carry professional liability insurance of One Million Dollars (\$1,000,000) per occurrence or claim and Two Million Dollars (\$2,000,000) in the aggregate for professional services administered by University employees in connection with this Agreement.

Student shall carry personal professional liability insurance of One Million Dollars (\$1,000,000) per occurrence or claim and Two Million Dollars (\$2,000,000) in the aggregate for professional services administered in connection with this Agreement.

6. **INVENTIONS AND PATENTS**

If the Int/Ext results in any new, patentable development, the parties shall negotiate ownership, licensing and disposition of such developments in good faith.

7. **CONFIDENTIAL INFORMATION**

Each party to this Agreement agrees to treat confidential or proprietary information ("**Proprietary Information**") received from the other with the same degree of care with which it treats its own confidential or proprietary information and further agrees not to disclose such

Proprietary Information to a third party without prior written consent from the party disclosing the Proprietary Information. The foregoing obligations of non-disclosure do not apply to Proprietary Information which:

- a. was known to the recipient prior to the disclosure hereunder;
- b. is in the public domain at the time of disclosure hereunder or subsequently entered the public domain without the fault of the recipient;
- c. has been independently developed by an employee of recipient that has not had access directly or indirectly to Proprietary Information, and recipient can substantiate any claim of independent development by written evidence; or
- d. is required to be disclosed by law or court order.

Unless otherwise agreed to in writing or as otherwise required by law, neither party hereto shall have any obligation of confidentiality under this Agreement after the earlier of either the fifth anniversary of the termination or expiration of this Agreement.

Notwithstanding the foregoing, the parties shall additionally comply with all applicable laws governing personal information, educational information, personally identifiable information, directory information or health information, including but not limited to the Family Educational Rights and Privacy Act, the Health Insurance Portability and Accountability Act and the Illinois Personal Information Protection Act.

8. TERMINATION

This Agreement or any SOW may be terminated by either party upon thirty (30) days' written notice. If the Agreement is terminated, all SOWs shall automatically terminate on the Agreement's end date. In the event of termination by Sponsor, University shall be reimbursed for all costs incurred and all non-cancellable commitments at the time of termination. In the event of termination by University, any unexpended or unobligated balance of funds advanced by Sponsor shall be refunded to Sponsor.

The parties' payment obligations, duties of confidentiality, obligations to indemnify, defend and hold harmless and choice of law provisions shall survive any termination or expiration of the Agreement, as shall any other provision or term which ought to survive based on its context and intent.

9. USE OF THE NAME OF THE PARTIES

Neither party shall issue any press release or other public announcement relating to this Agreement or the activities contemplated by this Agreement, or use the other party's logos, marks or any other trade designations (including, but not limited to, on its website, in printed materials or in any other manner) or any intellectual property of the other party, without the prior written approval of the other party, which approval may be withheld for any reason. Any approved use of a party's logos, marks or any other trade designations, shall be subject to compliance with that party's written requirements, specifications and brand guidelines pertaining to such use.

10. INTELLECTUAL PROPERTY AND STUDENT PUBLICATIONS

The parties shall retain all of their respective pre-existing intellectual property rights including, without limitation, all trademarks and logos, patents, copyrights, trade secrets, and proprietary technology, owned prior to the execution of this Agreement. If an Int/Ext results in any new inventions or other intellectual property, each party agrees to disclose them to the other party and the parties shall negotiate ownership and licensing rights in good faith.

During the Term of this Agreement, where applicable, the parties shall cooperate in good faith to agree on what redaction of information from Student's thesis, dissertation or manuscript is required, such that Student will not be unreasonably delayed or prevented from completing their requirements for applicable college credit.

11. WARRANTIES

UNIVERSITY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS PERFORMANCE UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE MARKETABILITY, USE OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE INT/EXT RESULTS DEVELOPED UNDER THIS AGREEMENT, OR THAT SUCH RESULTS DO NOT INFRINGE UPON ANY THIRD PARTY'S PROPERTY RIGHTS (BUT WITHOUT PREJUDICE TO ITS OBLIGATIONS TO INDEMNIFY, DEFEND OR HOLD HARMLESS, AS STATED BELOW).

12. INDEMNIFICATION AND LIMITATIONS OF LIABILITY

To the fullest extent permitted by Illinois law, each party (the "**Indemnifying Party**" for purposes of this Section) shall indemnify, defend and hold the other party (the "**Indemnified Party**" for purposes of this Section) harmless from and against any claims, actions demands, suits, judgments, expenses, reasonable attorneys' fees and legal costs, damages, liability or injuries, by and to the extent attributable to the Indemnifying Party, its agents' or employees': (a) negligence or intentional misconduct; (b) breach of applicable laws and regulations; or (c) infringements of intellectual property rights of third parties. Notwithstanding the foregoing, University will not indemnify, defend or hold Sponsor harmless for Student's actions, including, but not limited to, the Student's quality of work, performance, competence or progress in any Int/Ext or SOW under this Agreement.

Except for the parties' obligations to indemnify, defend and hold the other party harmless under this Section, neither party shall be liable or responsible for any indirect, consequential, punitive damages, or loss of profits or business, whether or not foreseeable.

13. ASSIGNMENT

Neither party shall assign its rights under this Agreement without the prior written consent of the other party.

14. APPLICABLE LAW

This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws principles. This Agreement shall not limit either party's right to assert any governmental immunities or defenses in any claims against the other party.

15. NON-DISCRIMINATION

Neither party shall discriminate on the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender, gender identity and/or expression (including transgender identity), sexual orientation, military or veteran status, or any other protected category under applicable Federal, State or Municipal law.

16. INDEPENDENCE OF THE PARTIES

Sponsor and University shall perform under this Agreement independently of each other and shall not be considered an employee, partner or agent of the other party.

17. NON WAIVER AND SEVERABILITY

A party does not waive any right under this Agreement by failing to insist on compliance with any of the terms of this Agreement or by failing to exercise any right hereunder. Any waivers granted hereunder are effective only if recorded in a writing signed by the party granting such waiver.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

18. CONFLICTS OF INTEREST

Sponsor warrants that there exists no actual or potential conflict between Sponsor's employees, agents, business or financial interests and its duties under this Agreement. Sponsor shall notify University in writing of any change in conditions that might create, give the appearance of or raise questions regarding a possible conflict of interest.

19. SIGNATURE AND EXECUTION

The parties agree that a signature transmitted to the other party by electronic transmission shall be effective to bind the party whose signature was transmitted. The parties further agree that any xerographically or electronically reproduced copy of this fully executed agreement shall have the same legal force and effect as any copy bearing original signatures of the parties.

20. ENTIRE AGREEMENT

This Agreement, together with all attached appendices, which are incorporated by this reference, constitute the complete and final agreement of the parties pertaining to the Int/Ext. To the extent there is a conflict between the terms in this Agreement and any attached appendices or schedules, the terms in this Agreement shall govern. This Agreement supersedes the parties' prior agreements, understandings and discussions relating to the Int/Ext. No modification of this Agreement is binding, unless it is in writing and signed by authorized representatives of University and Sponsor.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below by representatives authorized to make such commitments on behalf of the respective party.

**BOARD OF TRUSTEES OF
NORTHERN ILLINOIS UNIVERSITY**

SPONSOR

By: _____

By: _____

Name: Robert Brinkmann

Name:

Title: Dean

Title:

Date: _____

Date: _____

APPENDIX A STATEMENT OF WORK

This Statement of Work (“**SOW**”) is an appendix to the Agreement for Student Internships/Externships between the Board of Trustees of Northern Illinois University (“**University**”) and **Internship site** (“**Sponsor**”) with an Effective Date of **August 16, 2025** (the “**Agreement**”), which is hereby incorporated by reference. All capitalized terms which are not defined herein shall have the same meanings set forth in the Agreement.

1. **Scope of Services by Student(s)**

Under the direction of Sponsor, the Student(s) assigned by University for performance of the internship/externship (“Int/Ext”) is **student**. University shall appoint one or more faculty advisor or Int/Ext director to serve as a University representative(s).

The Int/Ext duties that Student will undertake are in the attached job description.

2. **SOW Term/Period of Performance by Student.**

The internship/externship shall commence on **August 16, 2025** (“**SOW Effective Date**”) and shall continue in full force and effect until **June 30, 2026** (“**SOW Termination Date**”).

Student will devote up to a maximum of twenty (20) hours per week to the Int/Ext in furtherance of performing duties as assigned and determined by Sponsor over the SOW period of performance specified in this Section 2.

3. **Payments**

Sponsor shall reimburse University a total of **\$17,896** for the performance of the Int/Ext (the “**Sponsor Payment**”). The Sponsor Payment shall be made in accordance with the following schedule: **\$1,789.60** per month for 10 months.

Checks are to be made payable to Northern Illinois University and sent to the University Financial Contact specified below, by the first day of each month.

University is not obligated to expend any other funds for this Int/Ext, and Sponsor is not obligated to pay University in excess of the above stated amount.

Sponsor’s payment to University as set forth in this SOW includes all applicable Federal, State and local taxes.

Sponsor is aware and responsible for a minimum wage increase that may go into effect within University FY26 of this contract.

4. **No Modification.** Any modifications to this SOW shall be subject to a separate amendment executed by authorized representatives of the parties.

5. **Not an Offer.** This SOW shall only be binding if it is signed by authorized representatives of University and Sponsor.

6. **Special Terms/Assumptions**
None.

7. **Contacts.** The following individual for each of the parties shall be responsible for the daily operation of this SOW. These individuals shall also serve as the contacts for all communications and billing questions, or issues related to the Int/Ext.

Sponsor Contact:

Name:
Title:
Department:
Phone:
Email:

University Contact:

Name: Denise Burchard
Title: Assistant to the Chair
Department: Public Administration
Phone: 815-753-0183
Email:

Sponsor Financial Contact:

Name:
Title:
Department:
Phone:
Email:

University Financial Contact:

Name: Catherine Watson
Title: Accountant I
Department: Commercial Accounts
Receivable
Phone: 815-753-0773
Email: cewatson@niu.edu

This Statement of Work is hereby agreed to by the parties as evidenced by the signatures of its authorized representatives below.

**BOARD OF TRUSTEES OF
NORTHERN ILLINOIS UNIVERSITY**

By: _____

Name: Robert Brinkmann

Title: Dean

Date: _____

SPONSOR

By: _____

Name:

Title:

Date: _____