

Interns, Work-Study Students, and Volunteers

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| Objective: | To provide information and establish procedures regarding interns, work-study students, and volunteers. | Policy/Procedure Number: | 02-17 |
| Reference: (All applicable federal, state, and local laws) | | Effective Date: | January 12, 1981 |
| Legislative Policy Statement: | This policy applies to all participants in a County internship or work-study program, as well as County volunteers. | Responsible Department: | Human Resources |
| General Information: | | Modified Date (s): | October 7, 2003; May 18, 2021 |
| | | Resolution No.: | 03-207; 2021-108 |
| | | Next Scheduled Review: | May 2026 |

I. Definitions:

Internship - An opportunity to provide training experience and are typically for a fixed duration to be determined by the County and established prior to the start date. Internships should be a meaningful and a worthwhile experience intended to primarily benefit the intern and involving thoughtful preparation and interest in the intern career/learning goals.

Volunteer - An individual who performs hours of service for a governmental agency for civic, charitable or humanitarian reasons, without promise, expectation or receipt of compensation for services rendered. Individuals shall be considered volunteers only where their services are offered freely and without pressure or coercion, direct or implied.

Work Study - A program that offers students part-time employment in exchange for financial aid for use at their educational institution.

II. Policy:

- A.** It is in the fiscal and diversity interests of the County to utilize interns, work-study students, and volunteers for specific and/or time-limited projects. The County is under no obligation to offer full time employment following completion of an internship, work study program, or volunteer arrangement.
- B.** Interns, Work Study Students, and Volunteers are at-will program participants and the relationship may be terminated by either party at any time without cause or prior notice.
- C.** Participants are required to comply with all applicable County employment policies and procedures and rules governing professional behavior, while providing services designed to complement rather than displace the work of County employees.
- D.** Participants are also required to adhere to County policies governing the observation of confidentiality and the handling of confidential information.
- E.** Participants shall not be considered employees of Tompkins County and consequently shall not be entitled to any of the rights or benefits of employees, including but not limited to, paid time off, paid holidays, medical insurance, union

representation, etc.

- F. An internship or work study program participant must be enrolled as a full-time student in a school, institution, or organization. Work being performed by the intern or student should bear relationship to their academic program and/or career interest.
- G. Information provided in confidence by/to the County, educational institutions, and/or the program participants shall be kept confidential by all parties. This includes, but is not limited to, confidentiality of records, evaluations, critiques, case files and materials, or student projects.
- H. The County shall not be required to supply uniforms, lodging, meals, or anything of value to the program participants except to make available, at minimum, a desk, office supplies, access to a telephone, and appropriate facilities for the provision of services.

III. Procedure:

- A. Internships and work-study programs are a cooperative arrangement between an institution of higher learning and a governmental department. Interns and work-study students may be available to work with County departments on a limited and variable basis.
- B. All interns, work-study students, and volunteers must sign a waiver of liability and applicable disclosure and confidentiality agreements (*Appendix A*) before starting their assignment in a County Department. Such agreements are to be submitted to the Department of Human Resources.
- C. In work-study arrangements, reimbursement for the student's time is shared by the institution of higher learning and the governmental department. The percentage paid by each party may vary from case to case.
- D. If an intern requires a stipend or if a local share is required for a work-study arrangement, the funding must be covered through the individual department's budget.

E. Department Responsibilities

1. The Department Head or their designee is responsible for interviewing applicants and determining which individual(s) are the best suited for the position. The County department will ensure that the intern, student, or volunteer is offered a meaningful experience during their time with the department.
2. Department Heads shall work cooperatively with applicable education institutions to design an appropriate learning experience for program participants and in order that the program does not interfere with normal business operations.
3. Department Heads or their designees are responsible for seeing that interns, work study students, and/or volunteers complete Sexual Harassment Prevention Training at time of hire and annually thereafter.
4. Department Heads or their designees are responsible for establishing program objectives, providing adequate training and supervision to and for the scheduling of interns, work study students

and volunteers.

5. The Department Head or their designee shall determine the following prior to the start date:
 - If computer and/or phone access is needed. If so, submit a request to the Department of Information Technology Services;
 - Determine appropriate office space/location;
 - Make arrangements for necessary furniture, equipment, etc.;
 - Provide appropriate training, oversight and supervision; and
 - Prepare a work development program where appropriate.
6. After the participants experience is complete, Department Heads or their designee should facilitate an exit interview with the participant to determine whether the objectives of the program have been met.

F. Participant Responsibilities

1. Prior to being accepted to provide any service, an intern, student, or volunteer, may be required to:
 - Provide licensing credentials;
 - Provide proof of enrollment in an education institution;
 - Acknowledge applicable County and Department policies.
2. At the conclusion of the experience, an intern work study student or volunteer may be required to participate in an exit interview with the Department Head or their designee.



COUNTY OF TOMPKINS INTERNSHIP, WORKSTUDY, VOLUNTEER PROGRAM WAIVER AND NON-DISCLOSURE/CONFIDENTIALITY AGREEMENT

TERM EFFECTIVE DATE: _____ THROUGH END DATE: _____

PROGRAM PARTICIPANT'S FULL NAME

PROGRAM PARTICIPANT'S PHYSICAL ADDRESS

PROGRAM PARTICIPANT'S MAILING ADDRESS

County department where Program Participant shall be working: _____

I, the undersigned, agree to the following:

1. I am a student intern, work study student, or volunteer (hereinafter "Program Participant") for the County of Tompkins. I for myself and on behalf of my family, legal or personal representatives, and heirs agree to forever release, waive, discharge, indemnify and hold harmless the County of Tompkins, its officers, employees, agents, elected officials, volunteers, and other program participants from any and all claims, demands, actions, causes of action, or judgements, including but not limited to, losses, costs, expenses, or other damages or liability, of any nature whatsoever, for the injury, illness, or death to any person or persons or damage to property that I ever had, now have or can, shall, or may have, upon or by reason of, in whole or in part, directly or indirectly relating to, or arising from, my participation while serving as an intern, work study student or volunteer, unless such injury, illness, death, or property damage is the direct result of the negligence of Tompkins County.
2. I will be responsible for any injury, illness, or death of others or property damage caused by me.
3. I understand that as part of my responsibilities of this internship, work study, or volunteer work that I may encounter Confidential Information and I agree not to disclose it in any way that Tompkins County would deem inappropriate or as a breach of confidentiality. All information acquired in any form from the internship, work study, or volunteer program shall be treated as strictly confidential (hereinafter "Confidential Information"). Confidential Information shall not be disclosed or provided to any party outside of this agreement, including, but not limited to, individuals, entities, employees or contractors of the undersigned, without express written authorization by Tompkins County.
4. Any Confidential Information that is shared is intended solely for academic or volunteering purposes. The provisions of this Agreement cannot be waived or amended except by written agreement signed by Tompkins County.

5. Confidential Information made available to the undersigned cannot be used for purposes outside of those agreed herein, including for their own benefit or for the benefit of any other person or entity, unless express written permission is granted by Tompkins County.
6. No copies of the Confidential Information will be kept for private use, unless agreed otherwise, in writing, by Tompkins County.
7. No Confidential Information shall be cited, reported or published, unless agreed otherwise, in writing, by Tompkins County.
8. It is my responsibility to ensure that Confidential Information will be used ethically and in compliance with any applicable Institutional Review Board requirements, standards of professional conduct and practice and any other applicable regulations.
9. I shall not attempt to identify any individual or search for other personally identifiable information contained in Confidential Information.
10. Information that identifies specific individuals or other personally identifiable information shall not be accessed or shared with any other party.
11. It is my obligation to safeguard Confidential Information. Confidential Information stored on computers tapes, cartridges, disks, CD-ROMs, other computerized media or digital form, or in hard copy shall be archived in a safe and locked location and destroyed after its use.
12. Any breach or suspected breach of Confidential Information shall be reported immediately to Tompkins County.
13. This agreement extends to all other information, such as questionnaires or other documentation, provided intentionally or unintentionally by Tompkins County.
14. All information, confidential or otherwise, relating to the business of Tompkins County belong solely to the municipality and may not be removed, copied, or usurped under any circumstances without prior written consent from Tompkins County.
15. Any provisions of this Agreement shall not be disclosed to any third party.
16. Violation of this agreement may be the basis for legal penalties as may be prescribed by applicable law.

Date

Program Participant's Signature

Print Name of Program Participant

Date

Tompkins County Authorized Signature

Print Name

Note: A signed copy of this document shall be forwarded to the Tompkins County Department of Human Resources and County Administration (Risk Management).