

**ISBA Rural Practice Fellowship Program
Fellowship and Stipend Agreement
(Associate Fellow)**

This is a Fellowship and Stipend Agreement (the “Agreement”), dated as of _____, 20____, by and between _____ (“Associate Fellow”), whose address is _____, and the Illinois State Bar Association, an Illinois not-for-profit corporation (the “ISBA”), whose address is 424 South Second Street, Springfield, Illinois.

WHEREAS, the ISBA is a voluntary association of Illinois lawyers that provides a variety of benefits to the profession and the public;

WHEREAS, the ISBA’s Rural Practice Fellowship Program (the “Program”) was created to increase access to lawyers in rural areas of Illinois and to support the establishment of lawyers in the practice of law in these rural areas in need of lawyers;

THEREFORE, in consideration of the foregoing, the terms and conditions set forth in this Agreement and other good and valuable consideration the sufficiency of which the parties hereby acknowledge, Associate Fellow and the ISBA agree as follows:

1. DEFINITIONS:

- A. Eligible County – all Illinois counties, except Champaign, Cook, DuPage, Kane, Lake, Madison, McHenry, Peoria, St. Clair, Sangamon, Will, and Winnebago counties. Firms located in the excluded counties listed above may be considered for the program on an *ad hoc* basis. For purposes of this Agreement, the Eligible County(s) is/are: _____.
- B. Associate Fellow – an attorney licensed to practice law in the State of Illinois, or recent law school graduate preparing to sit for the Illinois Bar Exam, who has accepted an offer of employment as an associate attorney in a rural area of Illinois and who has been accepted into the Program as a Fellow.
- C. Supervising Attorney – an attorney licensed to practice law in the State of Illinois who has entered into an employment relationship with the Associate Fellow, and who has been approved and accepted into the Rural Practice Fellowship Program.
- D. Rural Practice Fellowship Program or “Program”– created by the ISBA to help increase access to lawyers in rural areas of Illinois, the Rural Practice Fellowship Program matches graduating law students and attorneys with rural practitioners looking to hire an associate attorney.

- E. Term of the Rural Practice Fellowship Program and this Agreement - the Rural Practice Fellowship Program is a one (1) year program which begins after Associate Fellow's first date of employment with the Supervising Attorney. The term of the Program and this Agreement shall be _____, 20__ through _____, 20__.
- F. Fellowship Stipend – Associate Fellows who agree to satisfy the conditions of the Program described below will receive a stipend payment in the amount of \$10,000 to be paid in two installments: \$5,000 at the beginning of the Program and \$5,000 to be paid upon successful completion of the Program. The Fellowship Stipend is intended to support the relocation and living expenses of the Associate Fellow for the duration of the Program.

2. OBLIGATIONS OF ASSOCIATE FELLOW:

- A. Associate Fellow shall become or remain licensed as an attorney by the Illinois Supreme Court throughout the term of the Program. Associate Fellow further agrees to provide proof that they are active and authorized to practice law by the Illinois Supreme Court within one (1) year of the date of this Agreement.
- B. Associate Fellow represents and warrants that they have never been disbarred, suspended, or publicly censured from the practice of law in any jurisdiction.
- C. Associate Fellow shall remain an active member of the ISBA for the term of this Agreement.
- D. Associate Fellow agrees to practice law in the Eligible County(s) under the supervision of the Supervising Attorney for the Term of this Agreement.
- E. Associate Fellow shall reside within the Eligible County(s), or an adjacent non-excluded county. Associate Fellow further agrees to provide the ISBA with evidence of their living arrangement prior to their first date of employment with the Supervising Attorney. Evidence of a living arrangement may include a lease, a purchase contract, or a letter from a person with whom Associate Fellow is residing.
- F. Associate Fellow shall give written notice to the ISBA within 30 days after any of the following events: (1) Associate Fellow's name and/or address changes; (2) Associate Fellow intends not to fulfill their obligations under this Agreement; or (3) Associate Fellow ceases to practice law as an attorney or does not/cannot become active and authorized to practice law by the Illinois Supreme Court within one (1) year of the date of this Agreement.

- G. At each of three (3) times per Program year, either (a) Associate Fellow shall certify to the ISBA by email that they are currently working on a pro bono case or matter under the direction of Supervising Attorney; or (b) both Associate Fellow and Supervising Attorney shall attend the corresponding pro bono program by Zoom the following month. The certification dates shall be November 30, 20__, February 28, 20__, and May 31, 20__. The pro bono programs shall occur in December, March, and June, respectively.
- H. Associate Fellow shall participate in all Program programming provided by the ISBA for the term of the Program. Associate Fellow further agrees to participate in post-Program data collection, including completing surveys and questionnaires at the request of the ISBA.
- I. Associate Fellow shall be responsible for satisfaction and filing of any current or future federal, state or local income or other tax obligation incurred by the Associate Fellow as a result of receiving the Fellowship Stipend. Associate Fellow agrees to provide the ISBA with an executed IRS Form W-9 prior to beginning the Program. Associate Fellow further understands that the Fellowship Stipend is intended only to support their relocation and living expenses for the term of the Program.
- J. Associate Fellow agrees to hold harmless and indemnify the ISBA, its officers, agents, employees and volunteers, from and against any and all actions, suits, damages, liability or other proceedings which may arise as the result of their employment with Supervising Attorney or participation in the Program hereunder.
- K. Associate Fellow agrees that they are an employee of the Supervising Attorney and neither they nor the Supervising Attorney or any employee or agent of either will hold themselves out as or claim to be an officer or employee of the ISBA and will not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the ISBA including, but not limited, to workers' compensation, health, life, malpractice insurance, unemployment insurance and retirement benefits. Associate Fellow further understands that there is no employment relationship of any kind between the ISBA and Associate Fellow.

3. OBLIGATIONS OF THE ISBA:

- A. After (1) the Supervising Attorney has certified to the ISBA that Associate Fellow has begun their employment, (2) Associate Fellow submits an executed IRS Form W-9 to the ISBA, and (3) Associate Fellow has provided the required evidence of

living arrangements as described above, the ISBA agrees to pay Associate Fellow the first installment of the Fellowship Stipend in the amount of \$5,000. The ISBA agrees that it will provide Associate Fellow with an IRS Form 1099 near the end of the current tax year.

- B. After (1) the Supervising Attorney has certified to the ISBA that Associate Fellow has completed one (1) continuous year of employment with Supervising Attorney during the Term of this Agreement; (2) Associate Fellow has provided the required proof that they were licensed to practice law in the State of Illinois within one (1) year from the date of this Agreement, and remained licensed for the duration of the Program as described above; and (3) Associate Fellow has completed all the requirements of the Program as described above, the ISBA agrees to pay Associate Fellow the second installment of the Fellowship Stipend in the amount of \$5,000.
- C. Only full performance by Associate Fellow binds the ISBA to pay the amounts set forth above (sections 3.A. and 3.B.). Incomplete performance by Associate Fellow, as determined by the ISBA, constitutes a material breach of this Agreement, and may result in forfeiture and return of the entire Fellowship Stipend by the Associate Fellow to the ISBA within Thirty (30) days of a notice of breach.

4. FEDERAL, STATE, AND LOCAL LAWS:

Associate Fellow agrees that they will comply with all federal, state, and local laws, rules, regulations, and ordinances as they may apply to the to the Program pursuant to this Agreement.

5. AMENDMENT:

This Agreement may not be assigned without the express prior written consent of the ISBA. This Agreement may not be amended except in writing, which shall be expressly identified as an amendment to this Agreement and be signed by an authorized representative of each of the parties hereto.

6. SEVERABILITY:

In the event that any provision of this Agreement shall be held unenforceable or invalid by any court or competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

7. NOTICE:

All notices under this Agreement shall be in writing and may be done via email to the email addresses indicated on the signature lines below.

8. INDEPENDENT PARTIES:

Associate Fellow and the ISBA are independent parties. Nothing in this Agreement makes a party an agent, employee, joint venture, partner or legal representative of the other. Neither Party has the authority to bind the other, to incur liability or act on behalf of the other, or to direct the employees of the other. The parties may not represent themselves to have any authority to bind the other to any obligation.

Associate Fellow is an employee of Supervising Attorney. By participating in the Program, and accepting the Fellowship Stipend, no employment or other relationship is established between the Associate Fellow and the ISBA. In addition, the Associate Fellow will not hold themselves out as or claim to be an employee, agent, or officer of the ISBA and will not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the ISBA including, but not limited to workers' compensation, unemployment benefits, health, dental or life insurance, and retirement membership.

9. SURVIVAL. The provisions of Sections 2I, 2K, 2K and 8 shall survive the termination or expiration of this Agreement.

10. GOVERNING LAW, JURISDICTION AND VENUE:

This Agreement is governed and construed in all respects by the law of the State of Illinois, without any regard to or consideration of state or federal choice of law provisions. The sole jurisdiction and venue for actions related to the subject matter of this Agreement is the state or federal courts in Sangamon County, Illinois. Both Parties consent to the exclusive jurisdiction of such courts and agree that process may be served in a manner allowed by Illinois or federal law.

11. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement of the parties, and there are no agreements, understandings, restrictions or representations between the parties other than those set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have each caused to be affixed hereto its or their hand and seal the day indicated.

Associate Fellow

Date: _____

Printed name: _____
Address: _____
Email Address: _____

Illinois State Bar Association

By: _____ Date: _____
Krista Appenzeller,
Assistant Counsel
kappenzeller@isba.org

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