

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

This is a Fellowship and Stipend Agreement (the “Agreement”), dated as of _____, 20____, by and between _____ (“Summer Clerk 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, Summer Clerk 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. Summer Clerk Fellow – a current law student in good standing who has accepted an offer of employment as a summer clerk 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 Summer Clerk 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 law students with rural practitioners looking to hire a summer clerk.

- E. Term of the Rural Practice Fellowship Program and this Agreement - the Rural Practice Fellowship Program is an eight (8) week program which begins on the Summer Clerk 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 – Summer Clerk Fellows who agree to satisfy the conditions of the Program described below will receive a stipend payment in the amount of \$5,000 at the beginning of the Program. The Fellowship Stipend is intended to support the relocation and living expenses of the Summer Clerk Fellow for the term of the Program.

2. OBLIGATIONS OF SUMMER CLERK FELLOW:

- A. Summer Clerk Fellow shall remain a law student in good standing throughout the term of the Program.
- B. Summer Clerk Fellow shall join the ISBA prior to their first date of employment with the Supervising Attorney.
- C. Summer Clerk Fellow agrees to work as a summer law clerk in the Eligible County(s) under the supervision of the Supervising Attorney for a period of not less than eight (8) weeks from the first date of Summer Clerk Fellow's employment with the Supervising Attorney.
- D. Summer Clerk Fellow shall reside within the Eligible County(s), or an adjacent non-excluded county. Summer Clerk 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 Summer Clerk Fellow is residing.
- E. Summer Clerk Fellow shall participate in all Program training provided by the ISBA for the term of the Program. Summer Clerk Fellow further agrees to participate in post-Program data collection, including completing surveys and questionnaires at the request of the ISBA.
- F. Summer Clerk 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 Summer Clerk Fellow as a result of receiving the Fellowship Stipend. Summer Clerk Fellow agrees to provide the ISBA with an executed IRS Form W-9 prior to the beginning of the Program. Summer Clerk Fellow further

understands that the Fellowship Stipend is intended only to support their relocation and living expenses for the term of the Program.

- G. Summer Clerk 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.
- H. Summer Clerk 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. Summer Clerk Fellow further understands that there is no employment relationship of any kind between the ISBA and Summer Clerk Fellow.

3. OBLIGATIONS OF THE ISBA:

- A. After (1) the Supervising Attorney has certified to the ISBA that Summer Clerk Fellow has begun their employment, (2) Summer Clerk Fellow submits an executed IRS Form W-9 to the ISBA, and (3) Summer Clerk Fellow has provided the required evidence of living arrangements as described above, the ISBA agrees to pay Summer Clerk Fellow the Fellowship Stipend in the amount of \$5,000. The ISBA agrees that it will provide Summer Clerk Fellow with an IRS Form 1099 near the end of the tax year in which the Fellowship Stipend was paid.
- B. Only full performance by Summer Clerk Fellow binds the ISBA to pay the amount set forth above (section 3.A.). Incomplete performance by Summer Clerk Fellow, as determined by the ISBA, constitutes a material breach of this Agreement, and may result in forfeiture and return of the Fellowship Stipend by the Summer Clerk Fellow to the ISBA within Thirty (30) days of a notice of breach.

4. FEDERAL, STATE, AND LOCAL LAWS:

Summer Clerk 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:

Summer Clerk 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.

Summer Clerk 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 Summer Clerk Fellow and the ISBA. In addition, the Summer Clerk 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 2F, 2G, 2H 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.

Summer Clerk Fellow Date: _____

Printed name: _____
Address: _____
Email Address: _____

Illinois State Bar Association,

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