

INTERNSHIP AGREEMENT

AGREEMENT, made and entered in to this ____ day of _____ (month), ____ (year) by and between Arkansas Tech University ("School") and _____ ("Facility")

RECITALS

WHEREAS, the School offers its students a degree program in the field of medical, wellness science, rehabilitative, or clinical care and treatment:

WHEREAS, as part of such degree program, the School desires for its students to have the ability to participate in internships in public school/medical facilities; and

WHEREAS, both parties agree that it is to their mutual advantage for selected students of the School (the "Students") to receive internship education experiences.

WITNESSETH

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Facility and School do hereby agree as follows:

1. **Affiliation Procedure.** The School will contact the Facility directly and the School and the Facility will work out the details of the internship experience ("Program") for each Student.

2. **Mutual Responsibilities.** (a) The schedule, content, objectives and goals of the Program will be arranged in cooperation between the Department Head or his/her designee and the Facility staff. The parties shall mutually agree on the number of Students and the period of time spent for each Student participating in the Program at the Facility.

(b) The School and the Facility retain the privilege to exchange and review materials relevant to the Student's clinical education, and will comply with the Family Educational Rights and Privacy Act. Information from the Student's educational records will not be disclosed without the express written consent of the Student.

3. **School Responsibilities.** (a) The School shall ensure that the Students are assigned appropriately by evaluating Student competence and knowledge prior to the internship experience. Only those Students who have satisfactorily completed the prerequisite portion of their curriculum will be selected for participation in the Program at the Facility. Prior to the Students' internship experience, the School shall provide the Facility written verification that each Student is competent to perform basic emergency procedures, such as Cardio-Pulmonary Resuscitation. The School will retain ultimate responsibility for the education of its students.

(b) All faculty provided by the School, if any, shall be duly licensed, certified or otherwise qualified to participate in the Program. The School will provide proof of licensure, certification or other qualifications to Facility upon request.

(c) The School shall select Students without regard to race, creed, sex, national origin, age, handicap or other prohibited basis.

(d) The School agrees that and shall inform Students that it is the Students' responsibility for arranging their transportation needed to fulfill responsibilities at the Facility.

4. **Facility Responsibilities.** (a) The Facility shall provide all reasonable information requested by the School on a Students' work performance, and notify the School as soon as practical in advance of an internship assignment or of any changes in Facility's ability to take Students. The Facility, in cooperation with the School, shall inform each Student of all relevant schedules, rules, and regulations of the Facility, including any applicable Drug and Alcohol Policy and professional standards of practice. The Facility shall provide each Student with a work schedule similar to that of a clinician. The Facility shall complete and return all Student evaluations according to any reasonable schedule provided by the School.

(b) The Facility shall supervise the Students' internship experience.

(c) The Facility agrees that it will not discriminate against a Student on the basis of race, national origin, religion, color, sex, age, disability or veteran's status in either the selection of student's for participation in this internship activity or the student's actual participation; provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the student's effective participation in the program.

5. **Student Withdrawal.** A Student may be withdrawn from the program at any time by the School or the Facility for any of the following documented reasons:

(a) Unprofessional or unethical behavior on the part of the Student.

(b) Failure on the part of the Student to meet any necessary academic requirements.

(c) Personal good cause including, but not limited to, medical emergencies.

(d) Arrest for a felony or crime involving moral turpitude or theft.

(e) Use of alcohol, drugs or other toxic or foreign agents which tend, in the Facility's reasonable judgment, to limit or adversely affect the Student's duties and responsibilities.

6. **Term.** The term of this Agreement shall be one year with auto renewal unless either party in writing chooses to terminate.

7. **Governing Law.** This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Arkansas.

8. **Binding Effect.** This Agreement shall be binding and shall inure to the benefit of the parties hereto, and their respective successors and assigns, and no Student or other party shall have any right under or by virtue of the Agreement.

9. **Entire Agreement.** This Agreement contains the entire agreement of the parties in connection with the subject matter hereof, and supersedes any and all prior and contemporaneous agreements between the parties, whether written or oral.

10. **Modification.** This Agreement may not be changed orally, but may only be changed by an agreement in writing signed by both parties.

11. **U.S. Department of Labor requirements.**

1. The Facility and the intern clearly understand that there is no expectation of compensation.
2. The parties agree that this internship provides training that would be similar to that which would be given in an educational environment, including clinical and other hands-on training provided by educational institutions.
3. This internship is directly tied to the intern's formal education program by integrated coursework and/or the receipt of academic credit.
4. This internship corresponds to Arkansas Tech University's academic calendar.
5. This internship is limited to the period in which the internship provides the intern with beneficial learning.
6. The intern's work complements, rather than displaces, the work of paid employees while providing significant educational benefits to the intern.
7. The intern and the Facility understand that the internship is being conducted without entitlement to a paid job at the conclusion of the internship.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

Arkansas Tech University

Facility

By: _____

By: _____

Date: _____

Date: _____