



Wisdom to make a difference.

### AGREEMENT FOR PLACEMENT OF STUDENTS INTERNS – (Long Form)

This Agreement is made between Keene State College, a member of the University System of New Hampshire, (KSC) and \_\_\_\_\_, of

\_\_\_\_\_ (Facility).

#### RECITALS

- A. Placement Site is capable of providing a site for practical experience; and,
- B. Placement Site is interested in providing assistance to KSC with its curricula; and,
- C. KSC requires its students to complete internship programs as part of their degree program in the Department of \_\_\_\_\_, and seeks to provide opportunity for internships by entering into agreements with placement sites.

#### TERMS

In consideration of the mutual promises and conditions contained in this Agreement, KSC and the Placement Site agree as follows:

- 1.0 Purpose :( also see the attached specific description of this Internship)
  - 1.1 KSC and Placement Site agree to cooperate in providing an internship program for the following KSC student: \_\_\_\_\_, (the Student). The Placement Site will provide a facility for the Student to obtain appropriate, high quality practical training and experience.
  - 1.2 KSC seeks to achieve the following goals with this Agreement:
    - 1.2.1 Provide opportunity for Student to obtain the practical experience for completion of his/her degree requirements;
    - 1.2.2 Provide Student the opportunity for professional interaction with practitioners to learn the newest techniques in the field.
- 2.0 Responsibilities for the Academic Curriculum
  - 2.1 It shall be KSC's responsibility to:
    - 2.1.1 Provide degree requirements to Placement Site that include objectives and goals for the internship experience;
  - 2.2 It shall be Placement Site's responsibility to:
    - 2.2.1 Orient Placement Site staff to the curriculum and encourage an atmosphere conducive to learning and the meeting of the goals and objectives of the internship program;
    - 2.2.2 Provide KSC with written policies, procedures, standards of care and protocols of Placement Site, which KSC acknowledges shall govern the internship.
- 3.0 Internship Delivery and Supervision
  - 3.1 It shall be KSC's responsibility to provide Placement Site with a description of KSC faculty responsibilities to the Internship Program;
  - 3.2 It shall be Placement Site's responsibility to:

3.2.1 Employ personnel who are currently licensed and who are qualified either through experience and/or academically to practice the profession for which this internship is provided;

3.2.2 Provide learning experiences under the supervision of qualified personnel that meet the experience standards of recognized professional accrediting agencies, State agencies, and the stated objectives of KSC's educational program;

3.2.3 Provide KSC and Student with current operational policies and procedures manuals relevant to the Internship;

3.2.4 Provide staff to assist Student with internship assignments;

3.2.5 Provide opportunities for observations and practical experience conducive to the learning process of Student and to meeting the learning objectives of the Internship;

3.2.6 Provide time for Placement Site professionals to attend supervisory meetings and conferences called by KSC as part of the educational program;

3.2.7 Permit, as possible, Student to attend Placement Site regular, operational, and policy-making meetings.

3.2.8 Ensure that students are not used to routinely replace regularly scheduled employees unless it is a planned experience of the program (Fair Labor Standards Act, 1973 & Fact Sheet #71, April 2010)).

#### 4.0 Program Coordination

4.1 KSC and Placement Site agree to work together to establish and maintain a quality Internship Program.

4.2 KSC shall provide a faculty member, who will serve as liaison with Placement Site personnel.

4.3 KSC and Placement Site agree to provide representatives to form a coordinating committee to fashion, discuss, evaluate, and make recommendations to revise the Internship Program experience at Placement Site. KSC agrees upon request to provide representatives from its faculty to serve on Placement Site committee(s) relevant to the Internship Program.

4.4 KSC and Placement Site agree to cooperate in planning the hours and selecting the areas of internship services so that all programs can benefit.

4.5 Neither party, nor any joint committee, shall have the power to obligate KSC or Placement Site resources or to commit either to any particular action.

#### 5.0 Term and Termination of the Agreement

5.1 The initial term of the Agreement shall be from \_\_\_\_\_, 201\_\_ through \_\_\_\_\_, 201\_\_\_\_. The Agreement may be renewed for additional one year terms upon mutual agreement of the parties.

5.2 Either party may terminate this agreement with or without cause by giving the other party sixty (60) calendar days' written notice. Provided except in the case of unavoidable extenuating circumstances, or material breach of the Agreement by the College, any such notice of termination issued by Facility shall not take effect until the end of the clinical rotation of any students currently assigned and participating in the Program.

#### 6.0 Facilities

Placement Site agrees to provide adequate facilities for the Internship Program.

- 7.0 Standards of Conduct; Discipline
  - 7.1 KSC and Placement Site agree that Student will adhere to all the rules, regulations, and standards applicable to Institution and Placement Site, including rules of ethical and professional conduct as set forth in KSC's Student Handbook, the written policies, procedures, standards of care and protocols of Placement Site, and
  - 7.2 Placement Site has the right to require KSC to withdraw Student in circumstances where:
    - 7.2.1 Student's achievement, competence, progress, adjustment, or health does not warrant continuation at Placement Site; or,
    - 7.2.2 Student's behavior fails to conform with the applicable regulations of Placement Site; and,
    - 7.2.3 Placement Site provides the Student with notice of the problem and an opportunity for the student individually to be heard before a final decision is made.
- 8.0 Authority for Placement Site Operations
  - Placement Site retains final responsibility for all aspects of Placement Site operations.
- 9.0 Student Records
  - 9.1 Institution shall provide and maintain records and reports required by Placement Site for conducting the internship program:
  - 9.2 Placement Site agrees to complete evaluations and student records developed by KSC concerning student participation and performance in the internship program:
  - 9.3 The parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act ("FERPA"), and that generally student permission must be obtained before releasing specific student data to anyone other than KSC. KSC agrees to provide Placement Site with guidance with respect to compliance with FERPA.
- 10.0 Handling Liability Claims
  - In the event there is litigation against KSC, Student, or a KSC faculty member, Placement Site agrees to provide KSC access and authority to investigate claims directly on-site and to obtain such information from Placement Site as it may require in the defense of claims related to Student or faculty actions in the internship setting.
- 11.0 Workers' Compensation
  - 11.1 KSC and Placement Site agree that Placement Site is not responsible for any Workers' Compensation or disability claim filed by Student or a KSC faculty member.
  - 11.2 Student is not deemed by virtue of this internship to be an employee of KSC or the Placement Site, and is not covered by Workers' Compensation.
  - 11.3 The faculty are employees of KSC and as such are covered by KSC for Workers' Compensation.
- 12.0 Non-Discrimination
  - The parties agree to comply with all the federal, state, local, and institutional laws, ordinances and rules applicable to KSC, and specifically agree not to unlawfully

discriminate against any individual on the basis of race, creed, color, sex, marital status, sexual preference, religion, age, disability, or national origin, and to comply with all anti-discrimination laws and policies which KSC promulgates and to which KSC is subject.

13.0 Indemnification

To the extent provided by Law, each party agrees to indemnify and hold harmless the other party, its trustees, officers, directors, agents, employees and students from and against any and all liabilities, claims, damages, awards, judgments, costs and expenses (including reasonable attorneys' fees) to the extent such liabilities, claims, damages, awards, judgments, costs and expenses (including reasonable attorneys' fees) arise out of its breach of its responsibilities under the terms of this agreement, or its negligent acts or omissions or the negligent acts or omissions of its trustees, officers, directors, agents, employees and students in performance of those responsibilities. This section shall survive termination of the Agreement.

14.0 Relationship of the Parties

Placement Site is performing the services and duties required under this Agreement as an independent contractor and not as an employee, agent, partner or joint venture with KSC.

15.0 Severability

Each paragraph of this Agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph of this Agreement is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.

16.0 Governing Law

This Agreement shall be governed by and construed under the laws of the State of New Hampshire, which shall be the forum for any lawsuits arising from an incident to this Agreement.

17.0 Assignment

This Agreement may not be assigned by either party without the advance written consent of the other. This Agreement shall be binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.

18.0 Notice

Any notice to either party hereunder must be in writing signed by the party giving it, and shall be deemed given when mailed postage prepaid by U.S. Postal Service first class, certified, or express mail, or other overnight mail service, or hand delivered, when addressed as follows:

To KSC:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To Placement Site:

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or to such other addressee as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

19.0 Entire Agreement; Modification

This Agreement contains all the terms between the parties and may be amended only in writing signed by both parties.

Use of Agreement in Electronic Form: Both parties agree that they may: (a) convert this Agreement to electronic form, (b) retain it solely in such form, and (c) in the event of any dispute, provide it in such form or a copy from such form. The parties further agree that the Agreement in such form (or a copy), including the application of industry security standards for digital signatures, shall not be denied legal effect, validity, or enforceability due to its form and shall meet any requirement to provide an original

IN WITNESS WHEREOF, the authorized representative(s) of Placement Site and of KSC execute this Agreement on this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

KSC:

PLACEMENT SITE:

By: \_\_\_\_\_

By: \_\_\_\_\_

Signature

Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

