



MEMORANDUM OF UNDERSTANDING FOR INTERNSHIP
By and Between
Bryant School District
and
Employer

This is a Memorandum of Understanding on the part of the Employer referenced herein as Company/Organization/Agency and Bryant School District, referenced herein as District.

A. GENERAL UNDERSTANDING:

1. The internship will be of such content, and cover a period of time mutually agreed upon by the Company/Organization/Agency and the District.
2. Either the Company/Organization/Agency or the District may withdraw any student from an internship based upon (1) a lack of competency on the part of the student, (2) the student's failure to comply with the Company/Organization/Agency's rules and policies, or (3) for any other reason it is not in the student's best interest to continue the internship. In such a case, written notice of the withdrawal shall be provided to the other party and to the student.
3. Neither Company/Organization/Agency nor the District shall discriminate against any person on the basis of sex, race, color, national origin, religion, or disability in the performance of this Agreement.

B. COMPANY/ORGANIZATION/AGENCY RESPONSIBILITIES:

1. The Company/Organization/Agency will retain responsibility for supervision of the student insofar as their presence and assignments affect the operation of the Company/Organization/Agency.
2. The Company/Organization/Agency will provide adequate facilities for the student's participation in the internship.
3. The Company/Organization/Agency shall provide for the appropriate training of the participating student as to the rules, regulations, and policies of the Company/Organization/Agency.

C. DISTRICT RESPONSIBILITIES:

1. The District will use its best efforts to select students for participation in the internship who are prepared for effective participation.
2. The District will require each participating student to comply with the Company/Organization/Agency's rules, regulations, and procedures. The District will keep each participating student informed of his

or her responsibilities, including but not limited to the following:

- a. To follow the policies, standards and practices of the Company/Organization/Agency when in the Company/Organization/Agency.
- b. To report to the Company/Organization/Agency on time and to follow all established regulations of the Company/Organization/Agency.
- c. To keep in confidence all information pertaining to particular Company/Organization/Agency and its matters.
- d. To conform to established professional standards and practices while training at the Company/Organization/

D. MUTUAL RESPONSIBILITIES:

1. The parties will work together to maintain an environment of quality learning experiences for the student. At the request of either party, a meeting or conference may be held to resolve any problems or develop improvements in the operation of the internship.
2. The Company/Organization/Agency and the District acknowledge and agree that neither party shall be responsible for any loss, injury, or other damage to the person or property of any student participating in the internship.
3. It is the sole responsibility of the Company/Organization/Agency to follow all federal, state and local laws, rules, and regulations governing the participation of students as interns in this program as stated by the U.S. Department of Labor Wage and Hour Division in the Fact Sheet #71 Internship Programs Under The Fair Labor Standards Act (<http://www.dol.gov/whd/regs/compliance/whdfs71.pdf>).

Excerpt from USWHD Fact Sheet #71

The following six criteria must be applied:

1. The internship, even though it includes actual operation of the facilities of the employer, is similar to training which would be given in an educational environment;
2. The internship experience is for the benefit of the intern;
3. The intern does not displace regular employees, but works under close supervision of existing staff;
4. The employer that provides the training derives no immediate advantage from the activities of the intern; and on occasion its operations may actually be impeded;
5. The intern is not necessarily entitled to a job at the conclusion of the internship; and

6. The employer and the intern understand that the intern is not entitled to wages for the time spent in the internship.

If all of the factors listed above are met, an employment relationship does not exist under the FLSA, and the Act's minimum wage and overtime provisions do not apply to the intern.

4. This Memorandum of Understanding shall be governed by, construed and applied in accordance with the laws of the State of Arkansas.

5. This Memorandum of Understanding shall supersede any and all previously executed Memoranda of Understanding between the parties for applied learning experiences.

AGREED TO BY:

Company/Organization Representative Signature

Date

Name of Company/Organization

Bryant School District Representative/Internship Coordinator

Date