

**STATEMENT OF RELATIONSHIPS**  
**BETWEEN**  
**WAYNE STATE UNIVERSITY**  
**ON BEHALF OF ITS**  
  
**DIVISION OF KINESIOLOGY, HEALTH AND SPORT STUDIES**  
**COLLEGE OF EDUCATION**  
  
**AND**

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**Wayne State University**, on behalf of the Division of Kinesiology, Health and Sport Studies, hereinafter referred to as the "University," requires its students to receive field placement experiences as part of their professional training.

The \_\_\_\_\_, hereinafter referred to as the "Agency," has interest in, and resources for, providing field placement experiences for **Division of Kinesiology, Health and Sport Studies** students.

The following "Statement of Relationships" suggests the ways in which the University and the Agency will cooperate for the immediate purpose of assisting in the fulfillment of the field placement requirement of this curriculum.

The University and the Agency recognize that their field placement relationship exists for the following purposes:

- A. To provide the student with a professional atmosphere in which (s)he may be assisted to combine academic knowledge with professional practice in her/his field.
- B. To provide the University with the opportunity to share its resources with the community.
- C. To provide the Agency with the opportunity to contribute to the educational preparation of future professionals in the field and to relate Agency service to current theory and practice.

The cooperative educational relationship is derived from the following responsibilities:

A. Of Wayne State University

1. To maintain a Comprehensive General Liability insurance program which covers employees wherever the University's liability might exist.
2. To assume responsibility for planning and implementing an educational program for the student.
3. To assure continuing compliance with educational standards established by the curriculum accrediting agencies.
4. To confer the appointment of "on-site supervisor" to a mutually agreed upon person in the Agency.
5. To notify the on-site supervisor and the Agency at a mutually agreed upon time of its planned schedule of student assignments to the Agency including dates, numbers of students, and their levels of academic preparation.
6. To advise the assigned students of their responsibility for complying with the operational policies and regulations of the Agency.
7. To provide ongoing communication with the on-site supervisor and the Agency through the University's Fieldwork Coordinator in order to assist the on-site supervisor in correlation of academic and practical learning experiences, and to review and evaluate the educational program.
8. To provide the on-site supervisor with all the necessary forms, including instructions for their use, to be used in evaluating the performance of the assigned students.

B. Of the Agency

1. To provide the physical facilities and equipment necessary for the required educational experience.
2. To provide the assigned students, whenever necessary and possible, use of desks, library facilities, lockers, dressing room space, conference room space, and parking. If injury occurs on or about the premises to any student or faculty member participating under this Statement of Relationships, and there is the necessity for emergency care, treatment, and provision, then the Agency shall provide access to treatment, care, and provision.

3. To provide the on-site supervisor with time for planning and conducting the educational programs including, when feasible, time to attend meetings and conferences of the University.
4. To provide the student with the operational policies and regulations of the Agency.

C. Of the On-Site Supervisor

1. To provide instruction and supervision to the assigned students at the Agency.
2. To attend joint supervisory meetings with the University whenever such attendance is feasible.
3. To provide written evaluation, as required by the University, of each student's level of performance, progress, and potential as a future professional in her/his field.
4. To confer with the University's Fieldwork Coordinator whenever a student-related problem arises which cannot be resolved by the on-site supervisor and the student.
5. To be available for conferences with students and/or the University's Fieldwork Coordinator or other faculty members.

D. Mutual Obligations of the Agency and the University

1. To determine the number of students, their level of academic education, and the scheduling of their educational experiences at the Agency.
2. To determine the Agency professional who will be appointed on-site supervisor.
3. To establish the overall and unit objectives of the field placement, devise methods for their implementation, and evaluate their effectiveness.
4. To inform each other of any changes which may affect the students' education.
5. Each party covenants and agrees that it does not discriminate on the basis of race, ethnicity, religion, age, gender, or sexual orientation or national origin and it complies with the relevant State and Federal laws governing the same. Each party further agrees that it complies with the Handicapped Civil Rights Act and that it does not discriminate on the basis of "physical or mental handicap except where there exists a bona fide academic qualification."

6. The University will save, indemnify, defend, and hold harmless the agency, its employees, and agents from any and all liability that it may incur as a result of the negligence of the University, its agents and employees excluding professional services that may be rendered to third parties under the direction and control of the University and/or any and all actions which are or may be deemed professional negligence and/or malpractice. Further, the Agency will save, indemnify, defend, and hold harmless the University, its agents, and employees from any and all liability which might be incurred as a result of the negligence of the Agency, its employees, and staff including professional services rendered to third parties under the direction and control of the Agency.

If applicable, the University shall require all professional staff and employees to obtain professional and personal liability insurance policies in amounts acceptable to the Agency, and to provide certificates evidencing such insurance upon the request of the Agency.

7. The Agency will promptly notify the University of any claim of liability which relates to a student, employee, or agent of the University, provide Wayne State University with an opportunity to defend; and provide Wayne State University with all reasonable assistance, except financial, in making such defenses. Any attempt on the part of the Agency to effect a settlement of such claim without the written consent of the University shall operate to release the University from the obligations and responsibilities set forth herein.
8. Students of the University shall not be deemed to be employees of the Agency for purposes of compensation, fringe benefits, workers' compensation, unemployment compensation, minimum wage laws, income tax withholding, social security or any other purpose, because of their participation the field placement.

Each student is placed with the Agency to receive professional training as part of his or her academic curriculum; those duties performed by a student are not performed as an employee, but in fulfillment of these academic requirements and are performed under supervision. At no such time shall students replace or substitute for any employee of the Agency. This provision shall not be deemed to prohibit the employment of any such student by the Agency under a separate employment agreement. The University shall notify each student of the contents of the paragraph.

9. Notwithstanding paragraph E. below, there shall be no monetary consideration paid by either party to the other, it being acknowledged that the program provided hereunder is mutually beneficial. The parties shall cooperate in administering this program in a manner which will tend to maximize the mutual benefits provided to the University and Agency.

- 10. In the performance of their respective duties and obligations under this Agreement, each party is an independent contractor, and neither is the agent, employee or servant of the other, and each is responsible only for its own conduct.

E. Miscellaneous

The Agency may, at its discretion, provide the student with a stipend to cover the student's non-university related expenses. The stipend, if given, will be paid directly to the student. It is understood that the stipend is not a placement requirement nor does it reflect or impact grading of the internship. Further, the stipend does not create an employer/employee relationship and in no way entitles the student to workers compensation or any other employee benefits from either the University or the Agency.

This agreement may be amended, revoked, changed, or modified at any time by either party ninety (90) days after giving written notice to the other party of such intention. However, students then receiving instruction in the University shall be given an opportunity to complete their assignment during that instructional period. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the person or party against whom charged. The effective date of this document is:

(start date = 1<sup>st</sup> day of class for term)

(end date = last day of class for term)

\_\_\_\_\_ terminating on \_\_\_\_\_  
 unless sooner terminated as herein provided.

In witness wherein the parties have executed this agreement.

**WAYNE STATE UNIVERSITY:**

**AGENCY** (sign only in applicable categories, only one signature needed):

\_\_\_\_\_  
 Keith Whitfield, Provost (date)  
 Senior Vice President for Academic Affairs

\_\_\_\_\_  
 Administrator (date)

\_\_\_\_\_  
 Dean, College of Education (date)

\_\_\_\_\_  
 Program Director (date)

\_\_\_\_\_  
 Assistant Dean, Division of (date)  
 Kinesiology, Health and Sport Studies

\_\_\_\_\_  
 On-Site Supervisor (date)

\_\_\_\_\_  
 Program Coordinator (date)

\_\_\_\_\_  
 Name of Student Intern