

ARC Legal Internship Program

Approved by ARC Board of Directors: 6/7/09

Program Purpose

The purpose of the ARC Legal Internship Program is twofold:

1. to support the ARC Legislative Committee efforts to retain the right to responsibly own, make decisions for our animals
2. to provide students with a range of administrative and Program experience on issues that have a lasting impact on the protection of both people and animals at the local, state and federal levels.

Program Description

The intern will work closely with the ARC Legislative Chairman and Committee, as well as under the supervision of an attorney. The attorney will be an ARC member who is approved by a majority of the ARC Board of Directors.

The activities and responsibilities of the legal intern will include, but will not be limited to, the following: Researching legal issues and proposed legislation, preparing analysis and recommendations, tracking legislation, performing administrative tasks, and monitoring key lawsuits and their impact around the country, including direct interaction with club members, law enforcement personnel and policy makers.

Any and all research or other work conducted by the intern on behalf of ARC will remain confidential.

Law interns may work for a stipend or school credit, not both.

Soliciting of Internships

The ARC Legislation Committee will fill out the applications for the various programs offering internships each year for the Fall, Spring & Summer sessions. All applications will be approved by the ARC Board before being submitted.

Intern Qualifications

Candidates must be law school students and must have access to Westlaw and/or Lexis/Nexis. Interns may also be assigned to projects from which they may work virtually, and must have access to a broadband or wireless Internet connection.

Candidates must possess a strong interest in protecting civil rights and a love dogs or other pets. In addition, candidates must be resourceful, productive, and possess critical thinking skills, along with excellent research, writing and oral skills.

Approval of Interns

All applications from Interns will be sent to the ARC Legislation Committee Chairman. The ARC Legislation Committee shall review and then make recommendations to the ARC Board of Directors, who will have final approval of the granting of the internships.

Conditions of Internship

The Intern will be considered an independent contractor and will be required to sign an ARC Independent Contractor Internship Agreement. This agreement will state the terms of the internship, including a confidentiality clause.

Stipend

Should a stipend be a condition of the internship, the ARC Treasurer shall make payments to individual interns on a "as approved" basis by the Board of Directors for each intern on an individual basis after receiving a copy of the signed "American Rottweiler Club Independent Contractor Internship Agreement". Stipends will be paid out of the ARC ACL Fund.

The ARC will not withhold any taxes on the stipend. Any intern receiving a stipend for \$600 or over will be sent a 1099 Form during the month of January of the following year and would be required to report such on his/her taxes.

ARC shall reimburse the intern for reasonable and pre-approved out-of-pocket expenses which are incurred in connection with the performance of his/her duties. These expenses will be capped at a maximum of \$100.00 per month and shall not include reimbursement for travel, meals and/or lodging unless specifically approved by the Board. The Intern shall submit a bill, including

original receipts for all items listed, to the ARC Treasurer either on a monthly basis or within 2 weeks of the end of the intern's performance of services. All interns shall be responsible for initially providing all materials and equipment needed to perform services rendered under the contract or internship agreement.

American Rottweiler Club Independent Contractor Internship Agreement

Name of Independent Contractor/Intern: _____

Address: _____

Phone: _____ **Email:** _____ **Social Security #:** _____

Subject to the terms and conditions of this Agreement, the American Rottweiler Club hereby retains the above named individual as an Independent Contractor/Intern ("IC") to perform the services set forth herein or as directed in writing through a project description (email or otherwise) as set forth and decided by Jeff Shaver and the Board of Directors of the American Rottweiler Club through the American Rottweiler Club Legislative Committee Chairperson.

IC agrees to perform these services during the _____ week period from _____, 20____ thru _____, 20 ____ .

The activities and responsibilities of the IC will include, but will not be limited to, the following: researching legal issues and proposed legislation, preparing analysis and recommendations, tracking legislation, performing administrative tasks, and monitoring key lawsuits and their impact around the country, including direct interaction with club members, law enforcement personnel and policy makers. IC shall be solely responsible for providing their own equipment and supplies as needed to complete the projects and tasks assigned. Reimbursement may be sought by the IC capped at a maximum of \$100.00 per month as pre-approved in writing and budgeted by the Board of Directors of the American Rottweiler Club.

IC shall be solely responsible for all decisions relating to the manner and/or means by which the projects assigned shall be accomplished. However, the American Rottweiler Club retains the right to approve or reject the end product of the IC intern and asks that the project assigned be revisited by the IC to perform the goals as set forth in the original project to the satisfaction of the Board of Directors.

The IC agrees that he/she will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the ARC. All files, records, documents, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the ARC, whether prepared by the IC or otherwise coming into his/her possession, shall remain the exclusive property of the ARC. The IC shall not retain any copies of the foregoing without ARC's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by ARC, the IC shall immediately deliver to the ARC all such files, records, documents, specifications, information, and other items in his/her possession or under his/her control. The IC further agrees that he/she will not disclose terms of this Agreement to any person without the prior written consent of the ARC and shall at all times preserve the confidential nature of his/her relationship to the ARC and of the services hereunder.

As full compensation for the services rendered pursuant to this Agreement, ARC shall pay the IC the sum of \$ _____ in three (3) installments divided equally. The first equal installment shall be within seven (7) days of the signing of this agreement and retention of the IC pursuant to the terms of this agreement. The second equal installment shall be made at approximately the mid-term of the IC's terms of retention as noted above once satisfactory completion of assigned projects has been documented to that point. The final equal installment of \$ _____ shall be made within seven (7) days of the end of the term of the IC's work projects and after approval of those projects by the American Rottweiler Club. Payment will be mailed by ARC Treasurer after receiving notice either via email or per the phone from the Legislative Committee Chairman that in fact the intern did complete the required projects for the preceding period of work by the IC.

During the term of this Agreement, the IC shall bill and ARC shall reimburse for all reasonable and pre-approved out-of-pocket expenses which are incurred in connection with the performance of the duties hereunder. These expenses will be limited to \$100.00 per month and shall not include reimbursement for travel, meals and/or lodging unless specifically approved by the Board. Such bill shall include original receipts for all items listed and should be sent to the ARC Treasurer either on a monthly basis or within 2 weeks of the end of the IC's performance of services.

This Agreement shall not render the IC an employee, partner, agent of, or joint venture with the ARC for any purpose. The IC is and will remain an independent contractor in his/her relationship to the ARC. ARC shall not be responsible for withholding taxes with respect to the IC's stipend; a 1099 Form during the month of January, 20__ and IC would be required to report such on his/her taxes. The IC shall have no claim against the ARC for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

The IC will not be covered under any type of insurance (liability, health, etc.) relative to any service that he/she performs for the ARC.

ARC may terminate this agreement at any time, immediately and without prior written notice, if the IC is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the ARC, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement.

It is agreed that if any of the above stipulations should be changed by mutual agreement of all parties, that said changes will be agreed to in writing, and that the changes will not render the remainder of the contract invalid.

The afore-mentioned stipulations are understood and signed by both parties.

American Rottweiler Club

IC's Printed Name

President

Date

Date