

THE FOLLOWING LETTER WAS WRITTEN BY DR. LYNDA BIRCKHEAD-DANLEY IN RESPONSE TO A REQUEST FOR A SIGNED CONTRACT FROM AN ACADEMIC PROGRAM..

July 16, 2003

RE: Experiential Learning Agreement for \_\_\_\_\_

Dear Dr. \_\_\_\_\_

After reflecting on the conversations I had yesterday with you, your Legal Counsel, and consultants from APPIC and APA-OPCA, I decided to put in writing to you my thoughts regarding the Experiential Learning Agreement.

First and foremost, I want to make clear that I am very committed to doing no harm to (YOUR STUDENT), who at this point in time has already moved to (OUR LOCATION) and expects to begin his internship with us next month. I want to cooperate with your program and your university to ensure that I am able to follow through on the commitment that I made to APPIC and to (HIM) to have him complete his internship with us this year.

With that in mind, I remain puzzled as to whether signing this agreement is a requirement of your program or university for allowing the binding agreement already made between (YOUR STUDENT) and our site in February of this year to be honored. There is nothing in the language in either the cover letter that I received from Dr. \_\_\_\_\_ or the Experiential Learning Agreement itself that indicates that my signature on this is required.

If my signature is required on this or some modification of this agreement, I feel obligated to share with you my concerns about this requirement, especially for this year. First, as I alluded to earlier, (YOUR STUDENT) and our site have already entered into a binding agreement as of February 24, 2003, when the APPIC internship national match results were published. Second, it seems to me that if your program is going to require this kind of agreement between its interns and internship sites, then the program is obligated to make that known to prospective internship sites before they decide whether to rank candidates from your program.

I am returning to you an unsigned copy of the agreement with question marks next to the sections that, as a Training Director reading this document, seemed inappropriate. Your legal counsel, \_\_\_\_\_, stated that this was intended to be a Model Agreement that was to be modified by programs within (THE) University to pertain more specifically to the external training experiences relevant to their students. My hope is that the Training

Director of your doctoral clinical program, guided by the 2002 APA Guidelines and Principles for Accreditation of Programs in Professional Psychology and the 2003 APPIC Match Policies, will collaborate with (YOUR LEGAL COUNSLE) to ascertain whether an agreement of this nature is necessary for your interns (in our conversation, (YOUR LEGAL COUNSEL) suggested that it might not be necessary), and if so, to modify the Model Agreement to be more congruent with its purpose. This seems like a more reasonable approach to arriving at an agreement for my signature than having (OUR PROGRAM'S) Legal Counsel consult with (YOUR UNIVERSITY'S) Legal Counsel, neither of whom could be expected to be knowledgeable regarding the two documents cited above.

I look forward to resolving this matter in a way that meets the needs of all concerned parties. Please let me know what, if any, further action is necessary on my part to facilitate resolution.

Sincerely,

Lynda Birckhead-Danley, Ph.D.  
Associate Director/Training Director

Cc: