

Intern Academic Credit Agreement

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To the Student:

Please have the following parties complete their designated highlighted areas:

Student:

Supervising Professor:

MDAH:

Signatures of all parties (Department Chair, Supervising Professor, Student, and MDAH staff):

MDAH Internships: MDAH offers non-stipend (unpaid) internships for college/university students (18+) who seek academic credit only. Interns follow criteria set forth in the Fair Labor Standards Act test for unpaid interns (attached herein). MDAH internships are learning experiences that allow students the opportunity to be mentored by staff and provide practical experience in a professional setting. Some portions of this agreement may be subject to change (e.g. change of direct service hours required in case of illness or other unexpected circumstances. Changes will be made with the approval of the supervising professor and MDAH).

Student: Please read, complete, and sign at the end of the form, assuring that all sections are completed, signed and returned to the MDAH Director of Volunteer Services and Internships.

Name: _____

Permanent mailing address: _____

Cell phone: _____ Email: _____

Classification (check one): ___ undergraduate ___ graduate ___ doctoral

If you are an undergraduate, what is your status (check one): ___ Sophomore ___ Junior ___ Senior

Major/Minor/Area of concentration: _____

Sponsoring college/university: _____

Department granting academic credit: _____

Department chair (Name, email, and phone number): _____

Supervising Professor (If different than the Department Chair—name, email, and phone number): _____

Supervising Professor Academic Credit Information: Semester and Year: _____

This course will count toward: ___ major ___ minor ___ open electives

Name of course as listed with the sponsoring college/university registrar: _____

Credit hours: _____ Direct service hours required: _____ Start/end dates: _____

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MDAH Internship Supervisor Information:

Name, email, and phone number:

Division: _____ Section/Site: _____

Work site location for intern: _____

Responsibilities of All Parties

Student: I, _____ (please print), agree to serve as a non-stipend (unpaid) intern and commit to the following:

- ◆ To perform my intern tasks that are assigned by my MDAH intern supervisor to the best of my ability. These tasks will be related to my learning objectives and to the responsibilities of my internship.
- ◆ To accept supervision, abide by MDAH policies and procedures, participate in record-keeping requirements, and respect confidentiality rules governing my internship.
- ◆ To meet time requirements—always providing adequate notice when unable to make an assignment.
- ◆ To seek help in a timely manner when problems arise that need staff assistance.
- ◆ To notify my MDAH intern supervisor or the MDAH Director of Volunteer Services and Internships, as well as my sponsoring professor, of any changes that I need to make to this agreement or any problems that may develop during my internship.
- ◆ To attend MDAH-supplied training that staff deems necessary.
- ◆ To act at all times as a conscientious member of the team, providing my full attention to my internship and to my MDAH intern supervisor.
- ◆ To be responsible for my transportation to and from the internship work site. MDAH interns will not be responsible for using their personal vehicle for intern-related tasks and will not be reimbursed for travel costs to and from the MDAH work site.
- ◆ To complete an MDAH exit survey at the conclusion of the internship which will be submitted to the MDAH supervisor and the sponsoring professor.

Sponsoring Professor: The sponsoring professor will ensure the following:

- ◆ To help formulate the learning objectives for the internship and specify the number of hours expected (e.g. 120 hours served for three hours of academic credit).
- ◆ To submit the required paperwork to the college/university registrar prior to the start date of the internship and ensure that all steps are taken for the student to receive academic credit.

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- ◆ To act at all times as a conscientious member of the team, providing guidance, support, and feedback to the student and to the MDAH Intern Supervisor. Also, the sponsoring professor will ensure that the exit interview is completed by the intern and submitted to MDAH, in efforts to provide the best learning experience for the intern and MDAH staff.

MDAH Intern Supervisor: The MDAH Intern Supervisor commits to the following:

- ◆ To provide a Learning Plan to be used by the Faculty Sponsor and the student intern. Although it is preferable for the Learning Plan to be approved before the start date of the internship, it will be provided to the Faculty Sponsor no later than two weeks after the start of the internship.
- ◆ To serve as a mentor to the intern which will include: outlining the responsibilities and parameters of the internship with the student; working with the intern to develop goals and learning objectives that are consistent with the goals set by the sponsoring professor; providing ongoing supervision and feedback to the student intern about his/her performance; be available to the sponsoring professor as needed for the benefit of the intern (performance, site visits, any problems related to the intern, and/or changes pertaining to the internship).
- ◆ To provide a written evaluation of the student's intern performance and sign any required paperwork provided by the sponsoring professor.
- ◆ To ensure that the intern will not be asked to fulfill an assignment that is inappropriate, unsafe, or unacceptable.

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Signatures of All Parties

Students are required to obtain all signatures, with the exception of the MDAH Intern Supervisor, below. Please return this entire (completed) document to the MDAH Director of Volunteer Services and Internships either by email, fax, U. S. Mail, or in person.

Department Chair: _____ **Date:** _____

Sponsoring Professor: _____ **Date:** _____

Student Intern: _____ **Date:** _____

MDAH Intern Supervisor: _____ **Date:** _____

Please return to: Elizabeth Coleman, CVA, Director of Volunteer Services and Internships
ecoleman@mdah.ms.gov * facsimile: 601-576-6917 * P. O. Box 571 Jackson, MS 39205 * 601-576-6985

Fact Sheet #71: Internship Programs Under The Fair Labor Standards Act

This fact sheet provides general information to help determine whether interns and students working for “for-profit” employers are entitled to minimum wages and overtime pay under the Fair Labor Standards Act (FLSA).¹

Background

The FLSA requires “for-profit” employers to pay employees for their work. Interns and students, however, may not be “employees” under the FLSA—in which case the FLSA does not require compensation for their work.

The Test for Unpaid Interns and Students

Courts have used the “primary beneficiary test” to determine whether an intern or student is, in fact, an employee under the FLSA.² In short, this test allows courts to examine the “economic reality” of the intern-employer relationship to determine which party is the “primary beneficiary” of the relationship. Courts have identified the following seven factors as part of the test:

1. The extent to which the intern and the employer clearly understand that there is no expectation of compensation. Any promise of compensation, express or implied, suggests that the intern is an employee—and vice versa.
2. The extent to which the internship provides training that would be similar to that which would be given in an educational environment, including the clinical and other hands-on training provided by educational institutions.
3. The extent to which the internship is tied to the intern’s formal education program by integrated coursework or the receipt of academic credit.
4. The extent to which the internship accommodates the intern’s academic commitments by corresponding to the academic calendar.
5. The extent to which the internship’s duration is limited to the period in which the internship provides the intern with beneficial learning.
6. The extent to which the intern’s work complements, rather than displaces, the work of paid employees while providing significant educational benefits to the intern.
7. The extent to which the intern and the employer understand that the internship is conducted without entitlement to a paid job at the conclusion of the internship.

¹ The FLSA exempts certain people who volunteer to perform services for a state or local government agency or who volunteer for humanitarian purposes for non-profit food banks. WHD also recognizes an exception for individuals who volunteer their time, freely and without anticipation of compensation, for religious, charitable, civic, or humanitarian purposes to non-profit organizations. Unpaid internships for public sector and non-profit charitable organizations, where the intern volunteers without expectation of compensation, are generally permissible.

² E.g., *Benjamin v. B & H Educ., Inc.*, --- F.3d ---, 2017 WL 6460087, at *4-5 (9th Cir. Dec. 19, 2017); *Glatt v. Fox Searchlight Pictures, Inc.*, 811 F.3d 528, 536-37 (2d Cir. 2016); *Schumann v. Collier Anesthesia, P.A.*, 803 F.3d 1199, 1211-12 (11th Cir. 2015); see also *Walling v. Portland Terminal Co.*, 330 U.S. 148, 152-53 (1947); *Solis v. Laurelbrook Sanitarium & Sch., Inc.*, 642 F.3d 518, 529 (6th Cir. 2011).

Courts have described the “primary beneficiary test” as a flexible test, and no single factor is determinative. Accordingly, whether an intern or student is an employee under the FLSA necessarily depends on the unique circumstances of each case.

If analysis of these circumstances reveals that an intern or student is actually an employee, then he or she is entitled to both minimum wage and overtime pay under the FLSA. On the other hand, if the analysis confirms that the intern or student is not an employee, then he or she is not entitled to either minimum wage or overtime pay under the FLSA.

Where to Obtain Additional Information

This publication is for general information and is not a regulation. For additional information, visit our Wage and Hour Division Website: <http://www.wagehour.dol.gov> and/or call our toll-free information and helpline, available 8 a.m. to 5 p.m. in your time zone, 1-866-4USWAGE (1-866-487-9243).

U.S. Department of Labor
Frances Perkins Building
200 Constitution Avenue, NW
Washington, DC 20210

1-866-4-USWAGE
TTY: 1-866-487-9243
[Contact Us](#)