

Student Name _____ Supervising Professor _____



STUDENT INTERNSHIP AGREEMENT FOR ACADEMIC CREDIT

I. TO THE STUDENT (Please read, complete this section, sign at the end of form and assure all sections are completed and turned into the Registrar prior to the start of your internship.)

Student _____ Class Year _____

Major(s) _____

Phone #s where you can be reached _____ Email Address _____

Dates of Internship _____

For Credit – Complete this form and submit a copy to the Registrar with all required signatures **prior** to registering for the course (fax: 610-921-7258 or scan and email: dballaban@albright.edu).

Check One:

Academic Dept Granting Credit _____	_____ 282 Introductory
Supervising Professor _____	_____ 382 Intermediate
Semester and Year _____	_____ 482 Advanced

This course will count toward ___ major ___ minor ___ open electives
Does your Department require this Internship to be taken Q/NQ? ___ Y ___ N

Albright College seeks to provide interested students with experiential learning opportunities that complement their academic preparation with direct practical experience that leads to intentional, reflective learning. Such opportunities are well recognized as having a positive impact on students' academic, personal, and career growth. Organizations sponsoring Albright interns provide an invaluable service to students' development by offering this work-learning opportunity. Albright grants academic credit for this internship experience in the belief that it is an appropriate curricular option for students in a liberal arts program of study; however, the College makes no other assurances about the experience, the site, or the arrangements that the student may make in connection with this opportunity.

Student Responsibilities – As a student seeking credit for an internship experience, I agree to:

- Complete the Student Internship Agreement for Academic Credit and have both my Internship Site Supervisor and the Supervising Professor complete their designated sections and submit it to the Registrar by the appropriate deadline.
- Conduct my own due diligence with regard to a particular internship site and working conditions.

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- Perform to the best of my ability those tasks assigned by my site internship supervisor which are related to my learning objectives and to the responsibilities of the position.
- Follow all the rules, regulations and normal requirements of this placement's organization.
- Fulfill the academic learning objectives required by the Department and/or my supervising professor.
- Notify the Experiential Learning and Career Development Center and my supervising professor of any changes I need to make to this agreement or any problems that may develop during the on-the-job experience.
- Maintain sufficient health, accident, and hospitalization insurance to cover me during my Internship at my sole expense.
- Maintain insurance on my personal vehicle if used for the benefit of the internship site. Any liability for injury or property damage resulting from this use is solely on my personal vehicle insurance coverage and/or any insurance coverage provided by the internship site.
- Be responsible for any collection of wages due or any taxes resulting from any payments that may occur.
- Be responsible for any injury I may suffer in the course of my Internship except for those resulting from the internship site's negligence or Albright's intentional misconduct or gross negligence.
- Understand and comply with the professional standards and decorum of the internship site.
- Observe standards of conduct that will not compromise Albright College in the eyes of individuals and organizations and will promote the continuance of future Internships for Albright students.

Albright does not knowingly approve internship opportunities which pose undue risk to participants nor does the College conduct reviews of internship facilities, but any internship or travel carries potential hazards which are beyond the control of the College and its agents and employees. I understand that the College, its governing board, employees or agents do not exercise any control over and are not responsible for the conditions of my working environment at the Internship. I also understand that Albright and its faculty reserve the right to make cancellations, changes or substitutions regarding my internship in cases of emergency or changed conditions or in the general interest of its Internship Program.

I acknowledge that I have read, understand and will abide by the terms and conditions above.

Signature of Student _____ Date _____
Print Name _____
<i>If student is under 18 years of age:</i>
Signature of Parent or Legal Guardian _____ Date _____
Print Name _____

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II. TO THE SUPERVISING PROFESSOR

(Please read this section, sign at the end of form and return to student intern.)

Professor contacts: Phone _____ Email _____

Supervising Professor Responsibilities

- Work with the student to formulate concise, clear goals and learning objectives for the Internship and specify the minimum number of hours expected (standard number of hours to receive credit are 130 – 150).
- Submit a syllabus with this and other course information to the Registrar prior to the start date of the Internship and ensure that the student has a copy and understands expectations. Academic criteria for credit depend on the professor’s judgment but should conform to departmental internship guidelines, if any.
- Contact the student during the Internship to provide guidance and support.
- Contact the site internship supervisor at least once during the semester to discuss the student’s performance and the applicability of theory to the field experience.
- Assess the student’s learning based upon the internship site supervisor’s evaluation and the completed activities required by the department such as: specified hours at the site, journal entries, meetings with the site internship supervisor, final paper or other visible product, and/or public oral presentation.
- Remain available to assist the student with any problems arising during the course of the Internship.

I acknowledge that I have read, understand and will follow the faculty supervisor responsibilities described above.

Signature of Supervising Professor _____	
Print Name	Date

Please return completed form to the student.

<i>For Experiential Learning Center Only</i>	
Date received in Center from Registrar	_____
Date entered into database	

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III. TO THE SITE INTERNSHIP SUPERVISOR

(Please read and complete this section, sign at the end of form, and return to the Experiential Learning and Career Development Center, Fax # 610-921-7635 or email elcdec@albright.edu.)

Company Name _____

Address _____

Site Internship Supervisor Contact Information: _____ Dr _____ Ms. _____ Mr.

Name _____ Title _____

Phone _____ Fax _____ Email _____

This organization is ___ for profit ___ nonprofit ___ governmental ___ educational

Internship Information:

Internship Position Description (attach a position description if needed)

Site Internship Supervisor Responsibilities

Albright College appreciates your participation in our Internship Program. Your role is integral to the student's internship experience and success. As a site internship supervisor for this Internship, you agree to:

- Provide a position description to be used by the supervising professor and the student intern to determine the appropriateness of the Internship.
- Clearly discuss the responsibilities and parameters of the Internship with the student intern.
- Work with the student intern to develop on-site goals and learning objectives that are consistent with the goals set by the supervising professor.
- Pay the intern a fair wage if the company does not meet the guidelines for an unpaid internship as described in the Department of Labor Fair Labor Standards Act (found at the end of this agreement).
- Provide the student intern with adequate information and instruction for safe, effective functioning in the workplace.
- Provide ongoing supervision and feedback to the student intern about his/her performance.
- Be available to talk with the supervising professor and/or meet during a site visit.
- Notify the supervising professor as soon as possible of any problems that arise regarding the student intern or any changes in the student intern's work status, schedule or performance.
- Provide a candid written evaluation of the student intern's performance and attitude during the Internship so that the supervising professor can evaluate both field and academic components of the student intern's work.
- Provide a safe working environment that complies with any applicable employment laws, regulations / ordinances.

I have read, understand and will abide by the site internship responsibilities described above.

Signature of Site Internship Supervisor _____ **Date** _____

Print Name

Please return completed form to the Experiential Learning and Career Development Center, Fax # 610-921-7635 or email elcdec@albright.edu.

U.S. Department of Labor Wage and Hour Division

(April 2010)

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

This fact sheet provides general information to help determine whether interns must be paid the minimum wage and overtime under the Fair Labor Standards Act for the services that they provide to “for-profit” private sector employers.

Background

The Fair Labor Standards Act (FLSA) defines the term “employ” very broadly as including to “suffer or permit to work.” Covered and non-exempt individuals who are “suffered or permitted” to work must be compensated under the law for the services they perform for an employer. Internships in the “for-profit” private sector will most often be viewed as employment, unless the test described below relating to trainees is met. Interns in the “for-profit” private sector who qualify as employees rather than trainees typically must be paid at least the minimum wage and overtime compensation for hours worked over forty in a workweek. □

The Test For Unpaid Interns

There are some circumstances under which individuals who participate in “for-profit” private sector internships or training programs may do so without compensation. The Supreme Court has held that the term “suffer or permit to work” cannot be interpreted so as to make a person whose work serves only his or her own interest an employee of another who provides aid or instruction. This may apply to interns who receive training for their own educational benefit if the training meets certain criteria. The determination of whether an internship or training program meets this exclusion depends upon all of the facts and circumstances of each such program.

The following six criteria must be applied when making this determination:

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.

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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. This exclusion from the definition of employment is necessarily quite narrow because the FLSA's definition of "employ" is very broad. Some of the most commonly discussed factors for "for-profit" private sector internship programs are considered below.

Similar To An Education Environment And The Primary Beneficiary Of The Activity

In general, the more an internship program is structured around a classroom or academic experience as opposed to the employer's actual operations, the more likely the internship will be viewed as an extension of the individual's educational experience (this often occurs where a college or university exercises oversight over the internship program and provides educational credit). The more the internship provides the individual with skills that can be used in multiple employment settings, as opposed to skills particular to one employer's operation, the more likely the intern would be viewed as receiving training. Under these circumstances the intern does not perform the routine work of the business on a regular and recurring basis, and the business is not dependent upon the work of the intern. On the other hand, if the interns are engaged in the operations of the employer or are performing productive work (for example, filing, performing other clerical work, or assisting customers), then the fact that they may be receiving some benefits in the form of a new skill or improved work habits will not exclude them from the FLSA's minimum wage and overtime requirements because the employer benefits from the interns' work.

Displacement And Supervision Issues

If an employer uses interns as substitutes for regular workers or to augment its existing workforce during specific time periods, these interns should be paid at least the minimum wage and overtime compensation for hours worked over forty in a workweek. If the employer would have hired additional employees or required existing staff to work additional hours had the interns not performed the work, then the interns will be viewed as employees and entitled compensation under the FLSA. Conversely, if the employer is providing job shadowing opportunities that allow an intern to learn certain functions under the close and constant supervision of regular employees, but the intern performs no or minimal work, the activity is more likely to be viewed as a bona fide education experience. On the other hand, if the intern receives the same level of supervision as the employer's regular workforce, this would suggest an employment relationship, rather than training.

Job Entitlement

The internship should be of a fixed duration, established prior to the outset of the internship. Further, unpaid internships generally should not be used by the employer as a trial period for individuals seeking employment at the conclusion of the internship period. If an intern is placed with the employer for a trial period with the expectation that he or she will then be hired on a permanent basis, that individual generally would be considered an employee under the FLSA.

Where to Obtain Additional Information

This publication is for general information and is not to be considered in the same light as official statements of position contained in the regulations.

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**