

Student Internship Learning Contract

Student Name: _____ Ph: _____ Email: _____
_____ Internship
Title: _____ No. of work hours per week
_____(Ave) Internship Company:

_____ Fax: _____
Address: _____ City: _____ State: _____
(Zip) _____

Direct Site Supervisor: _____ Ph: _____ Email: _____

Faculty Sponsor: _____ Ph: _____ Email: _____
_____ Internship Coordinator: Ronie McPeak Ph: 547-1357
Fax: _____ Email: rmcpeak@cumberland.edu

Course # _____ No. of college credit hours: _____ Semester: *fall* ____ *spring* ____
summer ____

Internship Duration: From _____ To _____ Unpaid: ____ Paid: _____ Rate of pay: _____

This intern can work _____ hours per week, or a total of _____ hours

LEARNING OBJECTIVES: *(What do you want to learn from this experience?) (Student)*

CRITERIA FOR ACADEMIC EVALUATION: *(Faculty)*

I would like my student to learn/experience:

INTERNSHIP RESPONSIBILITIES: *(Employer)*

Job Duties (Day to day, or project plans):

How the direct supervisor will assist the intern:

How the supervisor will monitor progress:

APPROVAL SIGNATURES:

Site Supervisor
Date

Date

Intern

Faculty Sponsor
Date

Date

Internship Coordinator

*All parties get a copy of the contract: White - Intern
Gold- Internship Coordinator*

Yellow- Site Supervisor

Pink- Faculty

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EMPLOYER/COLLEGE AGREEMENT (in non-paying internships only)

In order to relieve your company and Cumberland University of legal complications concerning the "training" of students in non-paying Internship experiences, the criteria set forth by the Fair Labor Standards Act must apply to the relationship between the Cumberland student and your company, in order for the student to receive college credit for

his/her experience. If these criteria are not met, the U.S. Dept. of Labor, Wage and Hour Division requires that the student be considered as any other employee and the company **is** responsible for minimum wage compensation.

THE FAIR LABOR STANDARDS ACT

The Supreme Court has held that the words "to suffer or permit to work", as used in the Act to define "employ", do not make all persons employees who, without any express or implied compensation agreement, may work for their own advantage on the premises of another. Whether trainees or students are employees of an employer under the Act will depend upon all of the circumstances surrounding their activities on the premises of the employer. If all of the following criteria apply, the trainees or students are not employees within the meaning of the Act:

- (1) The training, even though it includes actual operation of the facilities of the employer, is similar to that which would be given in a vocational school;
- (2) The training is for the benefit of the trainees or students;
- (3) The trainees or students do not displace regular employees, but work under their close observation;
- (4) The employer that provides the training derives no immediate advantage from the activities of the trainees or students, and on occasion his operations may actually be impeded;
- (5) The trainees or students are not necessarily entitled to a job at the conclusion of the training period; and
- (6) The employer and the trainees or students understand that the trainees or students are not entitled to wages for the time spent in training.

I, _____ of _____, do hereby agree to
Internship Site Supervisor *Internship Company*
comply with the Fair Labor Standards Act in agreeing to "train" this student during his/her **non-paying internship** experience with our company.

Internship Company Representative

Cumberland Representative (*Internship Coordinator*)

All parties get a copy of the contract: White - Intern
Gold- Internship Coordinator

Yellow- Site Supervisor

Pink- Faculty