## **Cameron University**

## Department of Art, Music and Theatre Arts

## **Internship Forms**

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Updated Fall 2024

# **A. STUDENT FORMS**

## \* Student Internship Application

Name			
Last	First		
Home Address			
Street/P.O. Box	City	State Zip	
Home Phone	Cell Phone		
E-mail	Alternate E-mail		
Home Campus:			
ACADEMIC INFORMATION			
Course Name & Number			
Academic Major	Minor		
Classification What classes are you currently			
Please describe your dream job	)		
I am interested in the: Internsh	nip   Intraship (circle one)		
What work experience do you	possess?		
What are your occupation & ca	areer goals?		
List other interests or hobbies:			
What do you hope to gain from	n this course and experience	n?	

## **Cameron University Student Internship Program Time Log/Journal**

Please record regularly the time spent on the internship program. The completed time log is to be included in the portfolio. Additional blank copies of this form should be made.

Date/ Total Hours	Beg Time/End Time	Activities and Reflections

# **B. EMPLOYER FORMS**

# Cameron University Student Internship Program INTERNSHIP/PRACTICUM CONTRACT

I. CONTRACT PARTNERS				
Internship/Practicum Sponsor ("Or	ganization/Facility")			
Organization	Mailing Address			
On-site Supervisor	Supervisor's Title			
Supervisor's Phone	Supervisor's E-mail address			
Student				
Last Name	First Name	MI		
Student ID Number	Phone			
E-mail address	Major/Degree			
Faculty Liaison				
Last Name	First Name	MI		
Phone	E-mail address			

INTERNSHIP DETAILS				
Internship Course Title:				
	<b>1</b>			
Course Prefix:	Course Numbe	r:	Number of Credit Hours	
			Available:	
Internship Semester: 🗆 Fall	🗆 Spring 🗆 Sur	nmer Year: _		
Beginning Date:		Ending Date:		
Hours/Week: Total Hour		<b>Total Hours:</b>		
Is this a paid internship? 🗆 Ye	s □ No If	yes, how much	?	
Is the internship a required course for your degree: <ul> <li>Yes</li> <li>No</li> </ul>				

#### Cameron University Student Internship Program INTERNSHIP/PRACTICUM CONTRACT

#### **II. INTERNSHIP/PRACTICUM OBJECTIVES AND ASSIGNMENTS**

The Academic student learning outcome objectives and assignments are listed in the Course Syllabus. The Employer and the student should list the specific internship objectives and tasks to be accomplished.

#### III. THE UNIVERSITY, FACILITY AND STUDENT JOINTLY AGREE:

- 1. Access to student records shall be governed by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, commonly known as "FERPA," and all other applicable laws.
- 2. As applicable, the provisions of Executive Order 11246, as amended by EO 11375 and EO 11141 and as supplemented in Department of Labor regulations (41 CFR Part 60 et. Seq.) are incorporated into this Agreement. The parties represent that all services are provided without discrimination on the basis of race, color, religion, national origin, disability, sex, political beliefs, or veteran's status; they do not maintain nor provide for their employees any segregated facilities, nor will the parties permit their employees to perform their services at any location where segregated facilities are maintained. In addition, the parties agree to comply with the applicable provisions of Section 504 of the Rehabilitation Act and the Vietnam Era Veteran's Assistance Act of 1974, 38 U.S.C. § 4212.
- 3. This agreement entails no compensation or payment between the University and the Facility; it is recognized that any agreement for compensation is solely between the Facility and the Student. All parties acknowledge that the performance of services by the Student for the Facility is on at at-will basis, terminable by either party at any time. If the Facility releases the Student from the internship/practicum, or if Student resigns from the Facility, Facility and Student will promptly notify the University of the termination of services.
- 4. Neither party nor any of its participants shall publish any materials as a direct result of the internship/practicum, without giving the non-publishing party an opportunity to review and object to the publication in advance. No confidential information of the Facility, its staff or clients may be included in any publication without prior written notice to the Facility.
- 5. When circumstances indicate that a student must be immediately withdrawn from the internship/practicum, the Facility shall promptly inform the Faculty Liaison, and the Faculty Liaison shall withdraw the Student.
- 6. The parties agree not to use each other's names or logos in any publications or advertising without prior written approval from the other party.
- 7. An Internship/Practicum may require the Student to obtain a security clearance. The Facility is responsible for assisting and guiding the Student through the security clearance process.
- 8. The Faculty Liaison will assign the course grade, based upon the criteria identified in either the course syllabus or in Section II of this document.
- 9. The Student acknowledges that the performance of services under this internship/practicum agreement does not entitle the Student to any future employment with the Facility, and that any arrangement for future work opportunities with the Facility is a matter of negotiation solely between the Student and the Facility, at the sole discretion of the Facility.

#### IV. RESPONSIBILITIES OF THE UNIVERSITY:

- 1. The University shall designate a Faculty Liaison to coordinate all aspects of the internship/practicum with the Facility. The Faculty Liaison shall ensure that the Student and Facility have completed all necessary documentation, assist with the development of student assignments and training activities, and assign the final course grade.
- 2. The University shall require each participating student to complete, sign and return Attachment A, "Student Acknowledgement and Release."

#### V. RESPONSIBILITIES OF THE FACILITY:

- 1. The Facility is responsible for the actual supervision and control of the Student's activities within the Facility. The Facility will designate one or more staff persons with appropriate qualifications ("Supervisor(s)") to instruct and supervise the Student.
- 2. The Facility is responsible for providing the Student with the training and resources necessary to support the Student's learning experience, including training about the Facility's policies, procedures, and performance expectations.
- 3. The Facility will be responsible for prompt submission of reports that adequately describe the Student's progress, if the University requires.
- 4. The Facility will communicate immediately with the Faculty Liaison any concern regarding the Student's performance or progress.
- 5. The Facility will work to create an Internship/Practicum work schedule that minimizes conflicts with the Student's and University's schedules.
- 6. Upon reasonable request, the Facility agrees to permit the University or its accreditation agencies to inspect the areas of the Facility relevant to the Internship/Practicum.
- 7. The Facility agrees to provide each Student in the Facility with the relevant policies, rules, procedures, and expectations with which the Student is required to comply.

#### VI. RESPONSIBILITIES OF THE STUDENT:

The Student's responsibilities are specified in Attachment A, "Student Acknowledgement and Release". A Student may not participate in an Internship/Practicum at Cameron University until the Student Acknowledgement and Release has been signed and returned to the Faculty Liaison.

#### Signatures of Approval

Please obtain the signatures in the order in which they appear below. This Internship/Practicum Contract is not effective and the student is not eligible for course credit until all of the following signatures have been obtained.

Student	_Date
On-Site Supervisor	_Date
Faculty Liaison	_Date
Chair	_Date

#### ATTACHMENT A TO INTERNSHIP CONTRACT STUDENT ACKNOWLEDGEMENT AND RELEASE

On this	_day of	, 20,	("the Student") accepts the
following re	esponsil	pilities in order to participate in the Interr	nship/Practicum at:

- A. The Student acknowledges that his/her participation in the Internship/Practicum is wholly voluntary and the Student agrees to all the terms and conditions contained in this document (and those incorporated within this document), without which agreement the University would not be willing to allow the Student's participation.
- B. The Student shall act professionally and ethically at all times at the Facility.
- C. The Student shall respect the confidentiality of information that the Facility indicates is confidential, and any personal, sensitive, or private information that he/she discovers or has access to, including but not limited to medical records, both during and after the Internship/Practicum.
- D. The Student shall adhere to Facility and University policies, procedures, and operating standards, and complete and submit all required documentation, including proof of immunizations, drug tests or background checks.
- E. The Student shall participate in any evaluation conferences requested by the University or Facility.
- F. If this Internship/Practicum requires a security clearance, the Student acknowledges that he/she has the responsibility for completing all steps necessary to apply for security clearance and may not begin the Internship/Practicum until the required security clearance is obtained.
- G. The Student is responsible for acquiring and maintaining his/her own health and accident, automobile, and professional liability insurance, if required.
- H. Participation in this Internship/Practicum does not make the Student an employee of the Facility or the University or entitle him/her to financial remuneration, unless agreed to by the Facility and Student in advance and in writing.
- I. The Student travels to and from the Internship/Practicum at his/her own expense and risk.
- J. The Student understands that a (letter grade/pass or fail) will be awarded for this course and that the Student is responsible for initiating the withdrawal process if circumstances arise that make completion of the Internship/Practicum impossible.
- K. The Student acknowledges that Cameron University has made no representations regarding the safety and conditions of the Internship/Practicum, that the Student has had the opportunity to discuss the location and conditions of the Internship/Practicum with the Faculty Liaison and has not expressed any concerns.

These terms shall serve as a release and assumption of risk for myself, my heirs, estate, administrator, assignees, legatees, members of my family, and any other representative. I agree to indemnify and hold harmless, the University and its employees, agents, officers, and trustees (individually and their official capacity) from and against any and all claims, demands, actions or causes of action that I may hereafter have for injuries, damages or loss in connection with my participation in this Internship/Practicum. I have read this form and have had the opportunity to ask any questions related to it. I fully understand that by signing this form, I am giving up legal rights and/or remedies that may otherwise be available.

#### APPROVED:

Student signature Date (or parent/guardian if student is under age 18)

Print Student name

Witness signature

Date

Print witness name

## \* Work Assignment Form

Job Title:	
Business/Organization Name:	
Address:	Phone No
Mentor/Supervisor Name:	Phone No
Instructor Name (if different):	Phone No
Internship Job Description:	
Duration of Assignment:	Normal Work Hours:
Hours per Week:Duties and Re	sponsibilities of Intern:
Preferred Education: Required Skills:	
Desired Skills:	
Other Requirements:	

## Intern Evaluation Form

INTERN NAME:	COMPANY:
INTERNSHIP COURSE INSTRUCTOR:	DATE:
INTERNSHIP WORK SUPERVISOR:	DATE:

PURPOSE OF EVALUATION: To assess productivity and job performance of the intern.

INSTRUCTIONS: Listed below are a number of characteristics and skills. Place an "X" mark in each rating box, using the following scale as the rating guide.

Excellent=Outstanding Good=Definitely above average Fair=Doing an average job Poor=Substandard but making progress Unacceptable=Unsatisfactory

You are encouraged to document your evaluative comments for each of the qualities evaluated, especially if the rating is exceptionally high or low.

Three common mistakes in rating are: (1) a tendency to rate nearly everyone as "average" in every category instead of being more critical in judgment. (2) The "Halo Effect", which is a tendency to rate the same individual "excellent" on every trait or "poor" on every trait based on the *overall* picture one has of the person being rated. (3) The "Recency Error", which is a tendency to rate an individual based on *recent* factors (could be positive or negative). You must evaluate the individual's performance for the entire period of time being considered.

QUALITY is the correctness of work duties performed.				
Excellent	Good	Fair	Poor	Unacceptable
QUANTITY OF WOR	<b>K</b> is the amount of	work an individual do	pes in a work day.	
Excellent	Good	Fair	Poor	Unacceptable
<b>COURTESY</b> is polite a	attention an individ	ual gives other peop		_
Excellent	Good	Fair	Poor	Unacceptable
<b>INITIATIVE</b> is the des	sire to attain goals,	to achieve.	_	_
Excellent	Good	Fair	Poor	Unacceptable
<b>CONFIDENTIALITY</b> is	the ability to be tr	ustod with informativ	on of a confidentia	lasturo
Excellent	Good	Fair	Poor	Unacceptable
PERSONAL APPEARANCE is the personal impression an individual makes on others (Consider cleanliness,				
grooming, neatness, and appropriateness of dress on the job.)				
grooming, heatness,	and appropriatene	ess of aress on the Jo	·	-
				Ш
Excellent	Good	Fair	Poor	Unacceptable

DEPENDABILITY is 1	the ability to do requ	ired jobs well with a	a minimum of supe	rvision.		
Excellent	Good	Fair	Poor	Unacceptable		
ATTENDANCE is faithfulness in coming to work daily and conforming to work hours.						
Excellent	Good	Fair	Poor	Unacceptable		
VERSATILITY is the	VERSATILITY is the flexibility to adapt to changing situations.					
Excellent	Good	Fair	Poor	Unacceptable		
TIME MANAGEMEI rest periods.				ntion to limits on lunch and		
Excellent	Good	Fair	Poor	Unacceptable		
OVERALL EVALUAT	ION:					
Excellent	Good	Fair	Poor	Unacceptable		
How did the studer	nt expand their know	vledge?				
Describe profession	nal & technical skills	that the student d	eveloped			
Additional work supervisor comments						
EVALUATED BY:						

SUPERVISOR'S SIGNATURE

## **U.S. Department of Labor Wage and Hour Division**

(Updated January 2018)

## 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 "forprofit" employers are entitled to minimum wages and overtime pay under the Fair Labor Standards Act (FLSA).<sup>1</sup>

#### 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.<sup>2</sup> In short, this test allows courts to examine the "economic reality" of the internemployer 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.

<sup>1</sup> 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.

<sup>2</sup> 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, th 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: <u>http://www.wagehour.dol.gov</u> 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 <u>Contact Us</u>