



**Northwestern
Michigan
College**

INTERNSHIP LEARNING AGREEMENT

Part I: STUDENT DATA

Name _____ ID _____

Phone _____ E-mail Address _____

Local Address _____

College Program/Occupational Objective _____

Semester/Year _____

Course/Credit Hours _____

Part II: SPONSOR DATA

Company _____

Address Phone _____

City, State, ZIP Code _____

Trainee's Supervisor _____

Job Title of Supervisor _____

Department _____

Name and Title of Person trainee is working with (if other than supervisor):

Beginning Date of Training _____

Anticipated Ending Date of Training _____

Part III: RESPONSIBILITIES OF THE STUDENT

1. The student will keep regular attendance, both in school and on the job, and will notify the sponsor and coordinator in advance of any unavoidable absence.
2. The student will diligently and faithfully perform the tasks and fulfill the responsibilities of their position.
3. The student will abide by the rules, regulations, and policies of the sponsoring organization.

4. The student will demonstrate honestly, punctuality, courtesy, a cooperative attitude, proper company attire, and other positive personality characteristics.
5. The student will observe any applicable health and safety rules.
6. The student will participate in regularly scheduled seminars with the coordinator and will be available for additional job development work as required.
7. The student will complete all required assignments, including but not limited to: the training plan, resume, cover letter, organizational paper, forums, final presentation and report.
8. The student will complete a minimum of 50 hours per credit at the work site.
Example: 1 credit= 50 Hours, 2 credits=100 Hours 3 credits= 150 Hours
4 credits= 200 Hours

Part IV: RESPONSIBILITIES OF THE COOPERATIVE SPONSOR

1. The sponsor will provide on-the-job training for a minimum for ten (10) hours per week for a minimum of 50 - 200 hours depending on the course credits for the time period. (Reference Part II & III)
2. The sponsor will provide a variety of work experiences for the student which contributes to the attainment of the career objective.
3. The sponsor will provide adequate supervision of the student.
4. The sponsor will adhere to all federal and state regulations regarding safety and other applicable regulations.
5. The sponsor will assist in evaluation of the student by completing mid semester and final evaluations and discussing the student employee's performance with the student and the coordinator.
6. The sponsor will contact the coordinator before the student is transferred or discharged from the program; he/she will also notify the coordinator of any infraction of employment policies committed by the student.
7. The sponsor will provide work and training beyond job shadowing.

Part V: Rules and Regulations

NMC follows all federal regulations and criteria regarding unpaid student internships. Also, NMC only accepts unpaid internship positions from non-profit organizations. Please see the last page of this document for the complete list of criteria.

Part VI: RESPONSIBILITIES OF THE COORDINATOR

1. The coordinator may visit the job station once per term to confer with the sponsor and/or the student if need be.
2. The coordinator will assist the sponsor and student in resolving any on-the job problems.
3. Evaluation of job performance will be a joint effort of the coordinator and the sponsor.
4. The coordinator will provide, recommend, and/or schedule as required career-related instruction.

5. The coordinator will provide consultative and advisory service relevant for this internship.

Part VI: COURSE OBJECTIVES

Internships offer the student an opportunity to see how classroom theory is applied to actual work situations. Through this experience, the student develops an appreciation of the course work, thereby, increasing motivation, interest, and knowledge.

Internships and college courses produce an overall learning experience that gives meaning to academic progress and development.

Part VII: TRAINING PLAN

Development of the training plan is the joint responsibility of the student, the sponsor, and the coordinator. The list which follows constitutes the "training plan," or the expected on-the-job learning experience:

A.

B.

C.

D.

E.

F.

Learning activities and/or job assignments do not have to be limited to the items included in the training plan, but every effort should be made to provide experiences in those areas identified. All assignments should be consistent with the student's career plans and the learning objectives established for the internship.

Part VIII: WORK SCHEDULE

DAY	SCHEDULED TIME	# OF HOURS
Monday	_____	_____
Tuesday	_____	_____
Wednesday	_____	_____
Thursday	_____	_____
Friday	_____	_____
	Total	_____

Any deviations from this plan should be made in consultation with the sponsor and reported in writing to the coordinator.

Part IX: AGREEMENT VERIFICATION

We agree with the conditions of this training program and the responsibilities and learning activities listed above. The sponsor and the college agree to provide the necessary job-related supervision and counseling to ensure that the student-trainee receives appropriate educational benefit from this internship.

SIGNATURES:

Student

Date

Sponsor Representative

Date

Supervisor (if different from sponsor representative)

Date

Faculty

Date

Experiential Learning Program Coordinator

Date

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).

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[Contact Us](#)