



Educational Affiliation Agreement and Memorandum of Understanding

This Educational Affiliation Agreement and Memorandum outlines the terms of agreement between **Methodist University as the “Educational Institution”, the Employer Internship Supervisor as the “Experience Provider,” and the Student as the “Student Intern.”**

This agreement is intended:

- to provide guidelines and expectations for the relationship between the Educational Institution, the Experience Provider, and the Student Intern with respect to the current internship opportunity; and
- To provide for the mutual rights and responsibilities of the parties hereto.

I. Information on Current Internship Experience (to be completed by Student Intern):

Student Intern Name: _____ Student ID: _____

Internship Course Designation: _____ Number of Semester Hour Credits: _____

Minimum Workplace Hours Required: _____ (SU, FA, SP) Term: _____ Year: _____

Name of Employer Organization: _____

Location: _____

Street Address	City	State	Zip
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Supervisor’s Name: _____

Title (Dr./Mr./Ms./etc.)	First Name	Last Name
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Supervisor’s Title: _____ Email: _____

Internship Title: _____ Supervisor’s Phone: _____

The Internship start date is: _____ The Internship end date is: _____

II. Internship Learning Objectives (to be completed by Student Intern and Experience Provider):

The three primary learning objectives for this Internship are: *(Please follow Learning Objectives guidelines in this document)*

1. _____

2. _____

3. _____

III. General Considerations:

1. An internship is a cooperative program between the Educational Institution and approved Experience Provider. The Experience Provider provides workplace supervision, work facilities, and instruction, which assists Student Interns in gaining knowledge and skills necessary in their chosen program of study.
2. This agreement is continuous unless terminated by the Educational Institution or Experience Provider.

3. The Experience Provider retains discretion to terminate the internship of any student at any time for cause.

IV. Partner Expectations:

Expectations of the Student Intern:

- Understand that internship hours will be worked at the company's location (not remotely, unless approved by the Internship Instructor),
- Agree that his or her internship supervisor (Experience Provider) will not be a close friend or family member, and
- Present himself or herself in a professional manner, including appropriate workplace attire.
- Consult with internship supervisor in the development of S.M.A.R.T. learning objectives for the internship.
- Respectfully communicate any concerns with internship supervisor **and** internship course instructor.
- Demonstrate enthusiasm and interest in assigned tasks; ask questions and take initiative.
- Actively use internship course assignments to enhance self-awareness and identify areas for personal growth.
- Fully participate in all aspects of the internship, from work meetings and projects, to class assignments and required meetings with internship course instructor.
- Keep track of internship hours worked and ensure that at least the minimum number of required hours are worked. The University encourages interns to work more than the minimum number of hours required.
- Comply with moral and ethical standards derived from the Educational Institution and the Experience Provider.
- Immediately report any, and all, serious problems including safety and personnel issues, to the Educational Institution **and** the Experience Provider.
- Read and sign a Student Internship Release and Indemnity Agreement from the University (Educational Institution)
- Maintain personal or student health insurance and, if applicable, current automobile insurance and a valid driver's license.

Expectations of the Experience Provider:

- Consult with and assist the Student Intern in establishing S.M.A.R.T. learning objectives for the internship, and provide work assignments that are career related, progressive, and challenging, toward meeting those objectives
- Complete mid-term evaluation and final evaluations of Student Intern, understanding that the completion of these evaluations significantly impacts the Interns academic grade. *(The evaluation forms will be emailed to the supervisor Experience Provider from the Internship Course Instructor during the internship.)*
- Review the Partner Expectations, Employer Guidelines, and other information contained in this document toward understanding the roles and responsibilities of being an effective internship supervisor.
- Designate an individual to supervise the Student Intern who will also serve as the liaison with the Educational Institution.
- Involve the Student Intern for the entire period of the internship and offer frequent feedback to the Student Intern regarding his or her performance and skills development
- Provide a safe working environment, appropriate work space, and the equipment needed for the Intern to effectively perform his or her duties
- Consult with the Internship Course Instructor as needed regarding the Student Intern's progress, and notify the Internship Course Instructor immediately in any case of student misconduct or Provider dissatisfaction.
- If the internship is paid, compensate the Student Intern at the rate agreed upon for the term of the internship worked (see information on the Fair Labor Standards Act contained in this document).
- Comply with all federal, state, and local laws and regulations applicable to the internship and the participation of the Student Intern.

Expectations of the Educational Institution:

- Provide an instructor for each internship course to teach the academic portion of the Internship, and be a liaison to the Experience Provider to promote communication and cooperation between the Experience Provider, the Student Intern, and the Educational Institution
- Ensure that the Educational Institution properly monitors the Student Intern during the internship experience, and periodically consults with both the Student Intern and the Experience Provider
- Remove the Student Intern in situations where it is learned that the student is not complying with the policies and procedures of the Educational Institution and/or the Experience Provider.
- Evaluate and remove the Student Intern, if needed, from any internship where the internship experience is not serving the best interest of the student.
- Provide guidance to Student Intern, when needed, in completing the online internship registration form, S.M.A.R.T. Learning Objectives, and other required internship documents.
- Supplement Student Intern’s on-site responsibilities with academic assignments suitable to enrich learning opportunities and enhance reflection.

V. Indemnity and Hold Harmless

The Educational Institution agrees to indemnify and hold harmless the Experience Provider’s officers, directors, trustees, employees, agents, and affiliates from any and all claims, demands, damages or other financial demands (including, without limitation, attorneys’ fees and expenses) arising out of the Experience Provider’s employees’ or agents’ actions or omissions pursuant to this Agreement.

The Experience Provider agrees to indemnify and hold harmless the Educational Institution and it’s officers, directors, trustees, employees, agents, and affiliates from any and all claims, demands, damages or other financial demands (including, without limitation attorneys’ fees and expenses) arising out of the Educational Institution’s employees’ or agents’ actions or omissions pursuant to this agreement.

This agreement constitutes the entire agreement of the parties with respect to the subject matter of this agreement, and may not be modified except in writing, and signed by the parties, including their authorized representatives.

This agreement is subject to and construed in accordance with North Carolina law. Sole venue and jurisdiction for any dispute hereunder is in the North Carolina General Court of Justice.

The Experience Provider:

Internship Supervisor _____ **Date** _____
Place Signature Above– Print Name Here:

Phone: _____ Email: _____

The Educational Institution:

Internship Instructor _____ **Date** _____
Place Signature Above – Print Name Here:

Phone: _____ Email: _____

Student Intern:

Student _____ **Date** _____
Place Signature Above - Print Name Here:

Phone: _____ Email: _____

Internship Learning Objective Guidelines

Writing learning objectives is a collaborative effort between the Student Intern and the site supervisor (Experience Provider). Both parties should agree on the objectives and consider the tasks that are necessary to accomplish them. **A minimum of three (3) learning objectives are required.** Student Interns are spending a full term at the worksite and should be able to leave the experience having developed new, professional, marketable skills and insights. Learning Objectives should be **S.M.A.R.T.** (Specific, Measurable, Achievable, Realistic, and Time-Bound).

Here are examples of effective learning objectives:

- (Marketing, Communications) Develop my marketing skills by working on the company's strategic marketing projects assigned to me and maintaining the company's social media sites by the completion of my internship.
- (Accounting, Finance) Become proficient in Microsoft Excel by creating financial spreadsheets to be used to conduct financial analyses 4 times per month.
- (Justice, Applied Forensic Science) To learn how to successfully clear a crime scene and take fingerprints from a perpetrator.
- (Science) Research local sponge species as the base of the exhibit, including scientific and husbandry aspects
- (English, Writing) To create a tutorial for the trademark (TM) search process.
- (CIT, Computer Science) Learn to Install, troubleshoot, repair and upgrade PC hardware, operating systems, network connectivity, and application software
- (Business) Develop my supply chain knowledge by mapping the company's current processes and generating a proposal to be presented to senior management by XYZ date.

Use the below area to write possible learning objectives. Final learning objectives should be listed on Page 1 of this document.

LO #1 _____

LO #2 _____

LO #3 _____

INTERNSHIP SITE – EMPLOYER GUIDELINES

Criteria for an Appropriate Experience Provider and Internship Site

- The physical internship site must be a legitimate business or professional site. The site cannot be in a private residence unless the residence is legally zoned for the purpose of conducting that specific business in which the student will be involved.
- The Experience Provider must be an established organization or business and must have been in operation for a minimum of one year. Methodist University will not send interns to a start-up business.
- Under current policy, Methodist University does not support virtual internships. However, exceptions may be made at the discretion of **the Internship Instructor, in consultation with their School Dean.**

The Role of the Internship Site Supervisor

Student Interns are supervised by a staff person employed by the site organization. The Internship Supervisor should have experience and expertise in the area in which the student is interning.

The Experience Provider should make available and/or act as a professional on-site Internship Supervisor in the work environment in the following ways:

1. Assign one designated on-site Internship Supervisor for each student intern. Assigning a specific employee as the intern's on-site supervisor provides the opportunity for efficient communication between all parties.
2. Provide the Student Intern(s), preferably on company letterhead, a list of clearly defined responsibilities that complement the student's academic program. The Student Intern's responsibility should result in a measurable project or academic outcome by the end of the internship period.
3. Set a work schedule with the Student Intern that accommodates the number of hours needed to be fulfilled for the amount of credit being earned. In most cases the Student Intern takes the responsibility of tracking his/her hours, but the Internship Supervisor should review hours for the week.
4. Keep the number of clerical duties assigned to a minimum so that the Student Intern and the Experience Provider both benefit from this "trainer/trainee relationship." Duties should fulfill real organization needs, be hands-on, career-related responsibilities that gives the Student Intern the opportunity to aptly apply concepts learned in the classroom. No more than 20% of internship duties should involve "busy work."
5. Inform the Student Intern about any and all company/organizational guidelines, policies and any safety issues prior to the Intern's start date. (An orientation program is highly recommended.)
6. Act as a mentor to the Student Intern(s), bridging the theoretical book knowledge with hands-on practical applications, resulting in specific learning outcomes/objectives.
7. Provide the Student Intern(s) with daily or weekly feedback on the Intern's progress.
8. Complete a performance evaluation provided by the Internship Course Instructor at Methodist University. The standard timeframe for sending the evaluation form to the employer is mid-semester and two weeks prior to the end of the internship/semester.
9. Notify the University Internship Course Instructor in the event of a serious problem or concern with the Student Intern.
10. Abide by Methodist University's non-discrimination and sexual harassment policies

Site Supervisor's Evaluation of the Student

1. Internship Supervisors will be asked to submit evaluations of the Student Intern's progress to the Internship Course Instructor at the mid-point and toward the end of the internship. These evaluations should reflect:
 - a. the Student Intern's progress toward the goals and learning objectives outlined in this document;
 - b. the Student Intern's ability to function as a contributing member of the host organization; and
 - c. the Student Intern's personal and professional growth during the internship.
2. Internship Supervisors should evaluate students objectively and in accordance with University guidelines as set forth in the Internship Course Evaluation Forms and Syllabus.

U.S. Department of Labor Fair Labor Standards Act

If you are deciding between paid and unpaid internships, it is important to know if the U.S. Fair Labor Standards Act (<https://www.dol.gov/whd/regs/compliance/hrg.htm>) applies to your organization.

The U.S. Fair Labor Standards Act (FLSA) restricts an employer's use of unpaid interns. This Act applies to businesses that have two or more employees directly engaged in interstate commerce as well as annual sales of \$500,000 or more. 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. More specific information can be found in the U.S. Department of Labor Fact Sheet #71: Internship Programs under the Fair Labor Standards Act (<https://www.dol.gov/whd/regs/compliance/whdfs71.pdf>), updated January 2018, information from which is listed below.

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. 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.

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.