

The Fair Labor Standards Act:

Institutions are not in violation of the Fair Labor Standards Act by participating in a service learning or academic internship, as long as the following criteria are met in the sponsor-intern relationship:

1. The training, even though it includes actual operation of the employer's facilities, is similar to that which would be given at a vocational school.
2. The training is for the benefit of the trainees [students].
3. The trainees [students] do not displace regular employees, but work under close supervision.
4. The employer [host] that provides the training derives no immediate advantages from the activities of the trainees [students] and, on occasions, his/her operation may be impeded.
5. The trainees [students] are not necessarily entitled to a job at the conclusion of the training period.
6. The employer [host] and the trainee [student] understand the trainee [student] is not entitled to wages for the time spent in training.

PURPOSE:

In order to form a relationship to provide educational experiences for one or more undergraduate students, the Department of Zoology and the host institution (a zoo, aquarium or commercial venture) will work to secure a working agreement between that facility and the Zoology internship program. Each party must understand the other's goals and missions. The host institution is willing to allow students access to its premises and to provide quality educational experiences. The number of internships is agreed upon mutually by the host institution and the Department. In order to receive credit for one of the Department of Zoology's 4 credit internship courses, the students must be working in the host facility 40 hours per week for at least 14 weeks (a full semester). Both parties agree upon a specific job description. Welfare and professional experience of the student is a primary consideration.

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AGREEMENT:

To that end, we agree to the following set of expectations:

The host institution should:

1. be willing to accommodate the intern in an area of specialty coinciding with the intern's experience, academic background and interests;

NOTE: We realize that because of legal constraints, dangerous situations, possibility of contamination, or highly technical procedures, not all student requests for a particular given activity can be granted;

2. insure participation of the intern alongside the staff in day-to-day assignments and in a range of facility operation and management activities and responsibilities;

3. develop an agreement (with the MSU Zoology Internship Program representative and the student) on expected outputs and timelines (that agreement is then spelled out in the *Department of Zoology Application for Internship* form (stipulates subject matter, purpose, methods; rationale; preparation; work to be completed; contact hours per week; deadline for submitting work; evaluation procedure) dated and signed by student, on-site supervisor, MSU Instructor for that course and Chairperson of Department Offering);

4. place the student intern under the supervision of a staff member(s) willing to act as a mentor (This allows great flexibility for supervision, as any staff employee can act as a mentor if the internship objectives are met);

5. be willing to provide constructive criticism, correct the intern's work, and liaise with the MSU Zoology Internship Program about the intern's performance (if a student is not performing satisfactorily or is demonstrating behavior that is disruptive or detrimental to the facility, the Department and the host institution will work together to determine if that student's privileges of participating in this program should be suspended);

6. be responsible for obtaining the signed consent from the student to any terms and/or conditions that host institution wishes to impose on the student which are not set forth herein;

7. be willing to complete an evaluation of the intern's work evolution and suggest a grade.

The Department of Zoology will

identify students to place with a particular facility, taking into account the following:

1. academic level and related experience;
2. type of host institution;
3. work experiences offered by the host;
4. number of internships available;
5. the host's geographic location
6. the cost to student for locating in the area
7. availability of facility's staff for mentoring, supervision and/or on-site training;
8. facility staff member willing to serve as an on-site supervisor.

The Department shall inform students of the requirement to comply with all the facility's rules and regulations while they are in the internship placement.

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UNIVERSITY LIABILITY AND OFF CAMPUS PLACEMENT OF STUDENTS

NOTE: The paragraphs below about Liability; Injuries; Overseas Travel; Contractual Agreements and the MSU Office of Risk Management and Insurance are also on the back of every *Department of Zoology Application for Internship* form, which is completed before the semester of internship placement begins.

The following information applies to students in field placement for experiential learning.

LIABILITY ARISING FROM NEGLIGENT ACTS OF A STUDENT AT THE AGENCY WHERE THEY HAVE BEEN PLACED

Michigan State University will support its trustees, officers, faculty, and staff when acting in the performance of assigned duties on behalf of the University. This policy also applies to students while engaged in approved academic programs and volunteers who are performing services for the University with prior written approval of the appropriate University official. The University will defend, save harmless, and indemnify such persons against any suit or proceeding, wherever brought, premised upon the fact that he or she is or was a member of the Board or an officer, employee, student, or volunteer of the University. The indemnity extends to expenses including attorney fees, judgments, fines, and amounts paid in settlement, actually and reasonably incurred, and with respect to any criminal action or proceeding where such person had no reasonable cause to believe that his or her conduct was unlawful. As a condition of indemnification, the trustee, official, employee, student, or volunteer is required to cooperate fully on a continuous basis with the University Attorney and the Office of Insurance and Risk Management.

INJURIES SUFFERED BY A STUDENT WHILE ENGAGED IN FIELD / INTERNSHIP PLACEMENT

Michigan State University does not provide health insurance for accidents or other health related issues for students. It is the student's responsibility to obtain their own coverage.

OVERSEAS TRAVEL

Information pertaining to health emergencies requiring evacuation is available for students through the Risk Management and Insurance Office.

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CONTRACTUAL AGREEMENTS WITH THE SUPERVISING AGENCY

If an agency where placements are going to be made require a contract, the contract must be reviewed by the Office of the General Counsel, 426 Auditorium Road, Room 494, East Lansing, MI 48824. Telephone number: 517-353-3530. Fax number: 517-432-3950.

Faculty and staff negotiating such a contract may contact the MSU Office of Risk Management and Insurance for assistance and development of indemnification and insurance language.

MSU OFFICE OF RISK MANAGEMENT AND INSURANCE

Olds Hall, 408 W. Circle Drive, Room 113, East Lansing, MI 48824-1047
Telephone Number: (517) 355-5022 Fax: (517) 432-3854
www.rmi.msu.edu

Date: _____

This agreement is made between the host institution _____
(name)

(address)

and

(Name; Title)

Department of Zoology, Michigan State University.