

## CONFIRMATION OF AUDIO INTERNSHIP

### Department of Recording Industry

Middle Tennessee State University, Box 21, Murfreesboro, TN 37132

**Student:** This form must be completed in ink, signed, and returned by the last day to drop without a grade for the current semester. NOTE: If the internship is not confirmed by the last day to drop a class without a grade, you need to drop the class. Due dates are posted online.

Student Name: \_\_\_\_\_ M#: \_\_\_\_\_

MTSU E-mail Address: \_\_\_\_\_

Other E-mail Address: \_\_\_\_\_

Cell: (\_\_\_\_) \_\_\_\_\_ Fall \_\_\_\_ Spring \_\_\_\_ Summer \_\_\_\_ Year \_\_\_\_\_

Credit Hours (circle one): 1 2 3 4 5 6 (75 intern hours per credit hour, 3 credits = 225 intern hours)

**Students:** If you and your internship provider agree, and if permitted by applicable public health guidelines, we will allow you to complete your internship remotely and will relax the “in office” requirements if you and your internship provider choose to do so. However, the student will need to work remotely in their own home and not in the home of the internship provider. You shall share the plans you work out with your provider immediately with your faculty supervisor via email at [Michael.Hanson@mtsu.edu](mailto:Michael.Hanson@mtsu.edu). Timesheets will need to be uploaded via D2L or sent to your faculty supervisor via email. If you and your internship provider agree to complete an on-site internship, you do so at your own risk and you release MTSU and its agents and employees from any liability for any harm you suffer as a result of your decision to participate in the on-site internship.

### Internship Provider:

**Providers:** To the extent possible, interns and other students working off-campus will be allowed to do so if the students and the internship provider agree and the faculty supervisors approve. The provider will be expected to follow, and require the intern to follow, all applicable public health guidance, including any required distancing or other health safeguards necessary for the protection of the student intern. If students are not comfortable working or if MTSU notifies the student and internship provider that on-site internships are terminated, the student should be excused and alternative arrangements made, if possible.

Please review the following excerpt from Fact Sheet 71 of the Wage & Hour Division of the U.S. Department of Labor: <http://www.dol.gov/whd/regs/compliance/whdfs71.htm>

### 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 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.

Internship Provider: \_\_\_\_\_ Department: \_\_\_\_\_

Supervisor: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Ext. \_\_\_\_\_ Cell: (\_\_\_\_) \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**Intern Activities & Training:** \_\_\_\_\_

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**Confirmation:** Student Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Student Name (Printed): \_\_\_\_\_

Supervisor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor Name (Printed): \_\_\_\_\_

For additional information please contact:  
 Michael Hanson, Audio Internship Coordinator  
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 Email: [Michael.Hanson@mtsu.edu](mailto:Michael.Hanson@mtsu.edu)  
<http://recordingindustry.mtsu.edu> or <http://riminternships.mtsu.edu>