



BALDWIN COUNTY COMMISSION

POLICY #11.2	
Subject	Internships
Date Adopted	February 17, 2021
Agenda Item	
Obsolete Versions	N/A

POLICY STATEMENT

The Baldwin County Commission (hereinafter BCC) Student Internship Program will provide an opportunity for students to obtain on-the-job training and work experience or will provide an opportunity for students to have a practical learning experience for educational credit. In addition, the Internship Programs will serve as an important tool in recruiting and/or introducing innovative and talented people to public service and preparing the workforce of the future.

PROCEDURAL REQUIREMENT

- 1) *Definitions* - For purposes of the Internship's Programs, the following terms shall have the respective meanings described in this section:
 - a) Paid BCC Intern Program - Any eligible student selected and hired under the Paid BCC Intern Program shall be compensated at the established hourly rate in accordance with the County's Classification and Salary Plan. All hours worked by the BCC Intern, shall be recorded to ensure proper and timely payment of wages in accordance with the Fair Labor Standards Act (FLSA). The Paid BCC Intern Program shall be a temporary assignment which will occur during a Summer, Fall and/or Spring semester or quarter term, for a time period not to exceed twelve (12) weeks during a college/university calendar year. The intern will be paid through a contract with a temporary employment agency, however, no eligible student under the Paid BCC Intern Program shall be entitled to any County benefits. A Paid BCC Intern may be removed at any time during the temporary period of employment.

b) Unpaid, Student Intern Program - Eligible students, selected under the Unpaid Student Intern Program, shall not be compensated. The Unpaid Student Intern Program shall be a temporary assignment which will occur during a Summer, Fall and/or Spring semester or quarter term, for a time period not to exceed twelve (12) weeks during a college/university calendar year. In addition, no eligible student under the Unpaid Student Intern Program shall not be considered an employee and no eligible student shall be entitled to any benefits, including benefits under the Affordable Care Act (ACA). An Unpaid Student Intern may be removed at any time during this program.

- 2) *Generally* - The County desires to offer an internship program for a limited number of students enrolled in college or a limited number of recent college graduates who have completed their degree within six (6) months of applying to intern with the County. This program is designed to provide practical work experience in conjunction with their academic discipline.

To the extent practical, interns will be placed in jobs related to their selected major or career goals while currently working toward obtaining a degree or within six (6) months of having completed a degree program. This will enable interns to secure professional-level work experience related to their degree. This integrated relationship allows interns to enhance their academic knowledge as they actively pursue their education and/or career goals and improve their personal and professional development. The use of interns will be considered in accordance with the procedures outlined in the guidelines below.

- 3) *Guidelines for the internship program* - The County may offer internships for designated positions upon request from a department head. Duties of the internship may be limited in scope to projects and special assignments. The creation or filling of any intern position for the purpose of performing work that would displace a full-time or part-time County employee, is prohibited.

Internship announcements will specify the job duties, responsibilities, and position requirements. Intern positions are temporary, without benefits, and may be paid or unpaid. Any eligible student selected and hired under the Paid BCC Intern Program shall be compensated at the established hourly rate in accordance with the County's Classification and Salary Plan. Paid interns shall be considered temporary employees, hired through a temporary staffing agency, and funding must be included in the appropriate department's budget.

- 4) *Eligibility* - A student is eligible if enrolled in a college or university and is currently working toward a degree in disciplines such as engineering, criminal justice, computer science, business, human resources, accounting, public administration, urban development, public relations, communications, or a related field. Students participating in either program must also verify college enrollment and have a 2.5 (on a 4.0 scale) or better cumulative Grade Point Average (GPA). Eligibility is also extended if a student has graduated from college no more than six (6) months prior to placement in the internship program.

- 5) *Employer responsibilities* - The County will advertise online for internship positions. The positions offered are intended to provide practical work experience relative to the intern's area of study. Supervisors will provide a clear description of the required duties, responsibilities, and expectations of the intern. Assignments should challenge the intern's capabilities and offer meaningful work to enhance the educational experience. In addition, the supervisor will provide feedback on the intern's performance by completing an evaluation, as required by the college or university.
- 6) *Intern responsibilities* - College students or recent college graduates accepted into the County's intern program shall adhere to the rules and regulations established by the department head. The intern shall arrive on time, follow the instruction of the supervisor or designated personnel, maintain a professional attitude, and carry out assignments with competency.
- 7) *Benefits of the program* - The internship provides an opportunity for the County to train college students and recent college graduates by providing "hands-on" practical work experience in their academic and career interests and by allowing them to gain a better understanding of their career goals. The internship will allow supervisors and managers to devote more time to the essential functions of their jobs by permitting interns to provide a variety of assistance such as conducting research, preparing reports, and performing the necessary tasks required to complete projects and special assignments. Interns have the opportunity to take part in the day-to-day operations of County government and to experience actual problem-solving situations. Interns will develop professionally and will learn to interact with co-workers while becoming more confident in their abilities.
- 8) *Application procedures.*
 - (a) The Department Head and/or designee for the various County departments will submit a request to the Personnel Director and/or designee for one or more paid or unpaid, BCC Intern position(s). Such requests for paid positions shall be subject to the budgetary requirements.
 - (b) At the appropriate and designated period of time, Personnel will advertise for the intern positions.
 - (c) Personnel will prepare and post the job announcement for the intern positions utilizing the County's online application system for a time period of at least two (2) weeks in order to allow qualified candidates to become aware of the advertisement. Announcements may be extended if needed.
 - (d) All applications for the intern positions shall be fully completed and submitted to Personnel through the online employment application system. Also, resumes, letters of recommendation, letters of reference etc. will not be accepted unless submitted with the completed application through the online employment application system.

- (e) All applications for the intern positions must be received by Personnel on or before the closing date and time, during the time period for advertisement.
 - (f) All applications for the intern positions, which satisfy all eligibility requirements/qualifications, shall be forwarded to the appropriate Department Head and/or designee for review and possible interview consideration.
 - (g) The interviews shall consist of the applicant answering structured interview questions as well as any additional, appropriate follow-up questions.
 - (h) The Department Head and/or designee will submit a temporary employment requisition form to the Personnel Department to sign off on and forward to the temporary employment agency.
 - (i) The intern must complete the Intern Agreement before he/she will be allowed to begin work. The department will need to send a copy of the agreement to the Personnel Department.
 - (j) The Department Head and/or designee will ensure the intern(s) properly enters and/or reports his/her weekly hours worked and will forward timecard to the temporary agency.
 - (k) The Department Head and/or designee will complete an evaluation form, provided by the college, on each intern(s) assigned to his/her department particularly at the conclusion of the intern's temporary assignment.
- 9) *To Determine if an Intern Should Be Paid vs. Unpaid* – Courts have used the “primary beneficiary test” to determine whether an intern or student is, in fact, an employee under the Fair Labor Standards Act (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:
- a) 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.
 - b) 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.
 - c) The extent to which the internship is tied to the intern's formal education program by integrated coursework or the receipt of academic credit.
 - d) The extent to which the internship accommodates the intern's academic commitments by corresponding to the academic calendar.
 - e) The extent to which the internship's duration is limited to the period in which the internship provides the intern with beneficial learning.

- f) 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.
- g) 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.

FORMS/ATTACHMENTS/EXHIBITS

BALDWIN COUNTY COMMISSION INTERNSHIP AGREEMENT FORM

Baldwin County Commission Intern Agreement

Our Policy

The Baldwin County Commission may occasionally provide paid or unpaid internship opportunities. The internship is for the express benefit of the participant's work experience and training in specialized skills. The County does not derive immediate advantage from the activities performed by the interns. Interns are not County employees and receive no benefits. Internship opportunities do not displace regular employees. The Baldwin County Commission, the educational institution, and the intern understands that the intern is not entitled to a job at the conclusion of the internship.

Student Personal Information

Name: _____

Street Address: _____

City ST ZIP code: _____

Phone: _____ E-Mail Address: _____

Person to Notify in Case of Emergency

Name: _____ Relationship: _____

Phone: _____ E-Mail Address: _____

Educational Institution Information

School Name: _____

Contact Person: _____

Street Address: _____

City ST ZIP code: _____

Phone: _____ E-Mail Address: _____

Baldwin County Commission Departmental Information

Department: _____

Contact Person: _____

Phone: _____ E-Mail Address: _____

Baldwin County Commission Intern Agreement

Duration, Schedule, and Pay of Internship

Begin Date: _____ End Date: _____

Number of Hours per Week Being Requested: _____

Hourly Pay Rate Being Offered (if position is a paid internship): _____

To be completed by Intern:

Itemize special skills or experience intern is seeking to gain through this arrangement.

To be completed by Educational Institution:

Itemize general activities that should be performed in order to provide the above-mentioned skills and experience.

Will intern receive academic credit? _____Yes _____No

Baldwin County Commission Intern Agreement

Agreement and Signature

This document does not serve as an employment contract but rather specifies the goals, intent and details of the arrangement between the intern and the Baldwin County Commission.

Conditions of Agreement

- Intern is not considered an employee of the Baldwin County Commission.
- Paid Intern arrangement provides compensation only, but no benefits of any kind.
- Intern is not entitled to employment with the Baldwin County Commission at conclusion of arrangement.
- Baldwin County Commission is not liable for injury sustained or health conditions that may arise for the intern during the course of this arrangement.
- The intern agrees that he/she: (i) will not disclose any confidential information (ii) will not and does not intend to use any confidential information belonging to any third party in connection with the performance of the work assignment; and (iii) will not remove any books, papers, or records belonging to the Baldwin County Commission, or any third party including any document containing any confidential information, business plans, or confidential or proprietary information about the Baldwin County Commission. The student intern shall exercise the utmost good faith in protecting all confidential information.
- Any ideas, processes, methods, reports, plans, manuals, tapes, web pages, listings, notes, flowcharts, or any other work product produced relating to the assignment and developed, prepared, conceived, made or suggested by the intern are assigned to the Baldwin County Commission.

Name of Intern (please print): _____

Signature: _____ Date: _____

School Approval (print name): _____

Signature: _____ Date: _____

Department Head Approval (print name): _____

Signature: _____ Date: _____

Personnel Director Approval (print name): _____

Signature: _____ Date: _____