

## INTERNSHIP MEMORANDUM OF UNDERSTANDING

This Internship Memorandum of Understanding, dated 18, 2022, is between Routt County, Colorado ("County"), by and through its Board of County Commissioners, and the Student, Shannon Johansen ("Student"). "Parties" as used in this Addendum means the County and the Student.

The Parties agree Student is an **UNPAID** Intern. The Student is not an employee of Routt County.

The Parties agree this unpaid internship does not meet the definition of "employment" under C.R.S. § 8-70-132. Student is a student at University of Colorado, Colorado Springs ("School"), which is a nonprofit or public education institution that normally maintains a regular faculty and curriculum and normally has a regularly organized body of students in attendance at the place where its educational activities are carried on, as a student in a full-time program taken for credit at such institution, which combines academic instruction with work experience. An internship is an integral part of the program of the School.

The Parties agree Student is not an employee under the Fair Labor Standards Act. The Parties have considered Fact Sheet #71 from the U.S Department of Labor Wage and Hour Division. Although this Fact Sheet and its stated test apply to "for-profit" employers and not a local government agency such as Routt County, the Parties agree these factors have been considered. The factors considered include:

- \* The extent to which the Student and County clearly understand that there is no expectation of compensation. No promise of compensation, express or implied, has been made.
- \* 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.
- \* The extent to which the internship is tied to the Student's formal education program by integrated coursework or the receipt of academic credit. The Student is receiving academic credit.
- \* The extent to which the internship accommodates the Student's academic commitments by corresponding to the academic calendar.
- \* The extent to which the internship's duration is limited to the period in which the internship provides the Student with beneficial learning.
- \* The extent to which the Student's work complements, rather than displaces, the work of paid employees while providing significant educational benefits to the Student.
- \* The extent to which the Student and County understand that the internship is conducted without entitlement to a paid job at the conclusion of the internship. The Student has no expectation of any paid job at the conclusion of the internship.

As a condition of the internship, the School must add "Routt County" as an additional insured to its School Entity Liability Coverage. As the Student is not an employee the Student is not entitled to workers' compensation benefits.

The internship may be terminated by the County at any time. Student is not entitled to any benefits except those required by law. Student must abide by all harassment, discrimination, workplace violence, and confidentiality policies of the County. County shall provide Student with copies of these policies.

The internship shall end on December, 2022 and shall not be extended except by written agreement signed by all parties.

ROUTT COUNTY, COLORADO

---

M. Elizabeth Melton, Chair

ROUTT COUNTY PUBLIC HEALTH

---

Roberta Smith  
Director, Public Health

STUDENT



---

Name: Shannon Johansen, BSN Student