

MEMORANDUM OF AGREEMENT  
Career Exploration Internship Program

1. This establishes an agreement between \_\_\_\_\_ and North Colonie Central Schools regarding the non-paid internship experience of \_\_\_\_\_ in the Career Exploration Internship Program.  
Sponsoring Business Agency  
(Name of Student)
2. Appropriate general safety/health instruction specific to the intern's on-the-job experience at each job station will be provided to the intern by the sponsoring business/agency.
3. An on-the-job mentor will be identified and assigned to the intern for the duration of the internship program. In addition, a mentor will be designated for each different career area/job station through which the student rotates.
4. After appropriate discussion, any party may elect to discontinue this agreement at any time.
5. This program will comply with all Federal and State Labor Department and New York State Education Department laws and regulations.
6. This internship program is formally registered with the State Education Department.
7. The school coordinator will conduct at least two on-site visits with the intern during each 27 hour segment of the on-the-job portion of the program.
8. Students will be accepted into this program and otherwise treated without regard to age, color, religion, creed, disability, marital status, national origin, race, gender, or sexual orientation.
9. This internship program/experience will comply fully with all of the following six criteria points, which are outlined in the United States Department of Labor's Employment Relationships Under the Fair Labor Standards Act .  
  
Whether trainees or students are employees of the employer under the Fair Labor Standards Act will depend upon all of the circumstances surrounding their activities on the premises of the employer. If all of the following criteria apply, the trainees or students are not considered employees within the meaning of the Act:
  - (a) the training, even though it includes actual operation of the facilities of the employer, is similar to that which would be given in a vocational school;
  - (b) the training is for the benefit of the trainees or students;
  - (c) the trainees or students do not displace regular employees, but work under their close observation;
  - (d) the employer that provides the training derives no immediate advantage from the activities of the trainees, and on occasion their operations may actually be impeded;
  - (e) the trainees or students are not necessarily entitled to a job at the conclusion of the training period; and,
  - (f) the employer and the trainees or students understand that the trainees or students are not entitled to wages for the time spent in training.
10. This internship experience will comply fully with all of the following General Operational Guidelines established by the New York State Department of Labor, the New York State Education Department and the United States Department of Labor.

- (a) The Career Exploration Internship Program is open to students age 16 and over who are in grade 12. Working papers are required.
- (b) During the 81 hours internship program, for which students will earn one-half unit of credit, the student intern must rotate through a minimum of two different job stations, spending up to a maximum of 27 hours at each station, according to a specific Training Agreement and Training Plan developed by the CEIP coordinator, the employer, and the student intern. Productive work on the part of the intern substantially benefiting the sponsoring business/agency is strictly prohibited.
- (c) In addition to the on-the-job experience, the student will receive 27 hours of in school instruction, as per the CEIP general curriculum outline.
- (d) Interns may not be placed in any of the Prohibitive/Hazardous Occupations outlined by the New York State and/or U.S. Departments of Labor.
- (e) The on-the-job segment of the internship may not be provided in a school setting (unless the student is seriously considering a career in the field of education, e.g., teacher, guidance counselor, principal, superintendent); it is the intent of this program to place the student in an outside business industry enterprise, government agency, or private not-for-profit agency.
- (f) Where appropriate, the intern may split time between two or more employers.
- (g) The Student Internship Training Agreement and the Training Plan for each intern must be submitted to and approved by the New York State Education Department.
- (h) The student's internship experience must be covered under the sponsoring educational agency's insurance provisions. Workers compensation insurance could apply under extenuating circumstances.
- (i) The student must keep a Daily Journal, according to the criteria developed by the CEIP coordinator, of the on-the-job internship activities. The educational agency must retain student journals for a period of two years.
- (j) The internship program must be supervised/coordinated by a teacher certified to teach Occupational Educational subjects if it is a discipline-specific program; or by a certified Diversified Cooperative Education Coordinator if the program spans more than one educational discipline.
- (k) The time spent in the on-the-job portion of the internship must not exceed the applicable New York State Department of Labor hour regulations governing paid employment of minors, with the additional requirement that the internship experience cannot exceed 10:00 pm. Also, the students may not be simultaneously employed by the business/agency sponsoring the internship.
- (l) The student intern may not be simultaneously enrolled in a paid Cooperative Occupational Education Program, a General Education Work Experience Program, or a Work Experience Career Exploration Program while participating in the CEIP.

11. Failure to comply with all the aforementioned guidelines concerning the on-the-job activities of a minor in a non-paid training experience/program, could result in the sponsoring employer and/or educational agency being liable for the payment of back wages.

I, the undersigned, understand and accept all of the aforementioned conditions related to my participation in the Career Exploration Internship Program:

Sponsoring Business/Agency (Officer's Signature/Title)	Date
School Coordinator	Date
Student Intern	Date
Parent/Legal Guardian	Date