

Higley Unified School District  
Career and Technical Education  
*Internship Program*



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## INTRODUCTION

Hosting an internship can be a wonderful experience for all involved. A successful internship provides students with an unparalleled opportunity to apply their classroom learning to the workplace. Internships also provide organizations with high-achieving workers who bring a fresh perspective and ideas.

For an internship to be successful, both the work site employer and the student-intern must understand how an internship differs from a job, and both must commit to working together to make the most of the opportunity.

## INTERNSHIP BENEFITS

### For Employers

- Gain enthusiastic and motivated workers
- Receive assistance with special projects
- Gain a fresh perspective on current projects and procedures
- Develop supervisory skills of staff
- Access students with special skills and knowledge
- Train new professionals in your field
- Develop your own pool of potential employees

### For Students

- “Test-drive” a career choice
- Develop specific skills and knowledge related to a career
- Develop professional contacts
- Learn directly from experienced professionals
- Gain experience in a real-world situation, including interviewing, working with others, communication skills, and culture of various work environments

## DIFFERENCES BETWEEN AN INTERNSHIP AND A JOB

The National Society for Experiential Education defines an internship as “a carefully monitored work or volunteer experience in which an individual has intentional learning goals and reflects actively on what he or she is learning throughout the experience.”

The key phrases in this definition are “carefully monitored,” “intentional learning goals,” and “reflects actively.” In a typical entry-level job, an employee receives training to perform the tasks necessary for the position, and then the employee is expected to carry out the duties as assigned, preferably with little supervision.

In an internship, however, interns bring “intentional learning goals” that support their academic and career interests. In some cases, as the work site employer, you will be asked to assist the intern in developing these goals. This ensures that the goals are reasonable and also indicates your commitment to helping the intern achieve these goals during the internship.

Before committing to an internship program, work site employers should ask themselves:

1. Can I provide a meaningful experience that helps students explore career choices?
2. How will the intern be compensated? (An hourly wage, letters of recommendation, contact opportunities, job shadowing, etc.)
3. Who will supervise the intern? This person must be available on a regular basis.
4. Can I provide a system for new employee training/orientation?
5. Will I be able to provide ongoing training and advisement?
6. Will I have the time to document intern hours and evaluate/reflect on their progress?



## STUDENT APPLICATION FORM

CTE Internship Programs provide a structured work-based experience for qualified seniors. Job placement assistance will be provided by the CTE Internship Coordinator. Priority will be given to students who have successfully completed Career and Technical Education courses.

Student's Name \_\_\_\_\_ Student # \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ ZIP \_\_\_\_\_

Date of Birth \_\_\_\_\_ Age \_\_\_\_\_ E-mail Address \_\_\_\_\_

Home Phone \_\_\_\_\_ Other Phone \_\_\_\_\_ Driver's License Yes \_\_\_\_\_ No \_\_\_\_\_

Parent's or Guardian's Name \_\_\_\_\_ Parent's Work Phone \_\_\_\_\_

Skills or Training (*can include skills you have used in classes, in your home or on a paying job*) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Work History (*Where have you been employed in the past? (Paid or Unpaid)*) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Why did you leave the above place (places) of employment? \_\_\_\_\_

Why do you want to be in the CTE Internship Program? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Ideally, what type of work would you like to do? For example--work in a Department Store or Doctor's Office--  
be sure your skills match your choice.

\_\_\_\_\_  
\_\_\_\_\_

Specific businesses for which you would like to work (Names of stores, companies, offices, etc.)

\_\_\_\_\_  
\_\_\_\_\_



What are your goals for your senior year? \_\_\_\_\_  
\_\_\_\_\_

Do you plan on attending college? \_\_\_\_\_ If so, where? \_\_\_\_\_

Describe any physical limitations that might affect your work. \_\_\_\_\_  
\_\_\_\_\_

Can you provide your own transportation? \_\_\_\_\_

I will accept whatever responsibilities are placed before me and agree to report the outcome of any job leads that I receive. Once hired, I will perform my job in such a manner that will do honor to both my school and myself. Throughout the course, I will continually strive to do a better job and gain more information, which is applicable to the job I will perform while I am a member of the internship program.

Date \_\_\_\_\_ Student Signature \_\_\_\_\_

I authorize the coordinator of the internship program for which my son/daughter is applying to review his/her education records. I further authorize Higley Unified School District to use information provided on this form to meet its reporting obligations for funding purposes. In all other respects, the information provided on this form will be maintained as a confidential education record in accordance with the federal Family Educational Rights and Privacy Act.

Date \_\_\_\_\_ Parent Signature \_\_\_\_\_



## TEACHER/SUPERVISOR RECOMMENDATION 1

Student Name \_\_\_\_\_

The above student is applying for the CTE Internship Program. If chosen, he/she will represent the school in the workforce by working a part time job related to a program area. I am asking your assistance in assessing this student's ability to benefit from this program and be successful in a work environment. Please be absolutely honest in assessing this candidate. Keep your evaluation confidential. DO NOT return it to the student. Put it in the CTE Internship Coordinator's mailbox listed below as soon as you get it completed. If you have any questions or concerns, feel free to contact the teacher. Thank you.

Please circle the number that best describes this student for each category.

Characteristic	Always	Usually	Sometimes	Seldom	Never
Has a positive attitude	5	4	3	2	1
Is on time and reliable	5	4	3	2	1
Shows skill and accuracy in work	5	4	3	2	1
Follows rules and directions well	5	4	3	2	1
Sticks to job through difficulty	5	4	3	2	1
Respectful	5	4	3	2	1
Attentive in class	5	4	3	2	1
Organized	5	4	3	2	1
Able to work well with others	5	4	3	2	1
Polite to peers and teachers	5	4	3	2	1
Has a clean, neat appearance	5	4	3	2	1
Accepts criticism well	5	4	3	2	1
Has a desire to improve self	5	4	3	2	1
Attends class regularly	5	4	3	2	1
Would you hire this person?	Yes	No			

Completed by: \_\_\_\_\_ How do you know this student: \_\_\_\_\_

Return to my mailbox: \_\_\_\_\_

Additional comments:

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## TEACHER/SUPERVISOR RECOMMENDATION 2

Student Name \_\_\_\_\_

The above student is applying for the CTE Internship Program. If chosen, he/she will represent the school in the workforce by working a part time job related to a program area. I am asking your assistance in assessing this student’s ability to benefit from this program and be successful in a work environment. Please be absolutely honest in assessing this candidate. Keep your evaluation confidential. DO NOT return it to the student. Put it in the CTE Internship Coordinator’s mailbox listed below as soon as you get it completed. If you have any questions or concerns, feel free to contact the teacher. Thank you.

Please circle the number that best describes this student for each category.

Characteristic	Always	Usually	Sometimes	Seldom	Never
Has a positive attitude	5	4	3	2	1
Is on time and reliable	5	4	3	2	1
Shows skill and accuracy in work	5	4	3	2	1
Follows rules and directions well	5	4	3	2	1
Sticks to job through difficulty	5	4	3	2	1
Respectful	5	4	3	2	1
Attentive in class	5	4	3	2	1
Organized	5	4	3	2	1
Able to work well with others	5	4	3	2	1
Polite to peers and teachers	5	4	3	2	1
Has a clean, neat appearance	5	4	3	2	1
Accepts criticism well	5	4	3	2	1
Has a desire to improve self	5	4	3	2	1
Attends class regularly	5	4	3	2	1
Would you hire this person?	Yes	No			

Completed by: \_\_\_\_\_ How do you know this student: \_\_\_\_\_

Return to my mailbox: \_\_\_\_\_

Additional comments:

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## STUDENT COMMITMENT CONTRACT

\_\_\_\_\_  
Student's Printed Name

\_\_\_\_\_  
ID #

\_\_\_\_\_  
High School

\_\_\_\_\_  
School Year

In the Higley Unified School District CTE Internship Program, the student, the school, and the employer work together to help the student develop strong work ethics and employability skills. For the Internship Program to be fully effective, it is mandatory that certain rules and regulations be followed. The student and parent/guardian must agree to fulfill the following responsibilities.

1. The student will be prompt and accurate in completing all forms and reports for the school, the coordinator, and the employer.
2. The student is not guaranteed nor assigned to a job. The coordinator will strongly encourage a job that aligns with the student's concentration of program course work, and then it is up to the employer and the student to discuss requirements and other responsibilities of the job.
3. If the student is not employed by the beginning of the school year, the student will be required to make a minimum of five job contacts per week and meet with the coordinator for job assistance until employed.
4. The student must work a minimum of **5 hours per week** during the school year (approximately 60-80 hrs./semester for 0.5 credit). An Hour and Wages Report must be filled out by the student, signed by the employer, and turned in to the coordinator each week to verify the number of hours the student works. If a student is deficient in the number of hours required by the midterm progress report (30 hrs.), the instructor has the discretion of giving an incomplete grade; however, the student must have completed all the required hours by the end of the semester.
5. This work-related class is designed to prepare students for successful employment. Therefore, attendance and punctuality are crucial and will affect the student's overall grade.
6. The student will maintain regular attendance at school and on the job. On any day that the student will be absent from school, he/she will follow the school's attendance notification policies, as well as telephone his/her coordinator that day. However, if the absence will only be from work, the student should contact their employer in accordance with company policy.
7. The student will not go to work on the day he/she has been absent from school without prior permission from the coordinator.
8. The student, at all times, will keep the coordinator informed of any problems which may confront the student in school and/or on the job.
9. The student will always be honest. Any evidence of dishonesty with money, merchandise, time, or effort that results in dismissal from the job will result in the student being dismissed from the CTE Internship Program, with **loss of credit**.
10. The student may be withdrawn from the CTE Internship Program, resulting in the loss of credit, if the student gets fired, quits, or leaves the program prior to the end of the school year.

\_\_\_\_\_  
Student's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Coordinator's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent or Guardian's Signature

\_\_\_\_\_  
Date

Higley Unified School District does not discriminate based on race,  
color, religion, gender, handicap/disability, or national origin.



## EMPLOYER, COORDINATOR, STUDENT-INTERN AGREEMENT

Student _____	Program _____	ID # _____
School _____	School Year _____	
Parent _____	Telephone _____	Email: _____
Employer _____	Telephone: _____	Email: _____
Address: _____	City: _____	Zip Code: _____
Coordinator _____	Telephone: _____	Email: _____

Employer agrees to employ Student, and Student agrees to be employed by Employer, as a student learner/apprentice to gain workplace knowledge and experience during the School Year. Employer and Student agree that Student will be employed in the following position and earn the following salary:

Position: \_\_\_\_\_  Hourly Pay \_\_\_\_\_  Not for Pay

The internship experience will occur a minimum of 5 hours per week and will follow the expectations set forth below:

Expectations of Student

- Participate in variety of work-based experiences
- Demonstrate positive work behaviors.
- Demonstrate positive interpersonal behaviors.
- Demonstrate safe and healthy work behaviors.
- Compliance with Student Agreement regarding responsibilities

Understandings of School, Student-Intern, and Employer

1. The status of the student while in orientation shall be that of a student-learner; however, once out of orientation, work standards expected of the student will be the same as those expected of other entry level employees.
2. The employer will give the student the opportunity while in orientation to gain experience in various operations.
3. The coordinator and employer will be notified and will assist in the resolution of any problems the student experiences.
4. Employers will be required to evaluate the student-intern and share that evaluation with the coordinator.
5. The coordinator will notify the employer if the student leaves school and therefore the internship program.
6. The coordinator shall have authority to withdraw the student if he/she deems it in the best interest of those concerned.
7. The employer has the right to discharge a student because of inefficient and unethical behavior.
8. The parent/guardian consents and is supportive of the involvement of the student in this internship program.
9. The student recognizes that regular attendance at school and at the job is important. **If the student is too ill to attend school, he/she is also too ill to attend work.** If student is absent, he/she must notify both the coordinator and employer.
10. This Employer, Coordinator, Student-Intern agreement may be canceled if due notice is given to all parties concerned.
11. The employer shall be responsible for all training/orientation required for that position.
12. The employer is an Equal Opportunity Employer.
13. All parties promise to abide by the terms included in this agreement.
14. All work must comply with federal child labor laws for student learners/apprentices, which are described on Appendix A to this agreement. The student will not be permitted to operate equipment that falls within a designated Hazardous Occupation (HO) unless the operation of such equipment has been discussed between Employer, Coordinator, and Student.

SIGNATURES

_____ Student	_____ Parent	_____ Date
_____ Employer	_____ Coordinator	

Higley Unified School District does not discriminate based on race, color, religion, gender, handicap/disability, or national origin.



### AGREEMENT OF RESPONSIBILITIES

Student Name: \_\_\_\_\_ Sex (circle) M F  
Last First Initial Student No.

Address: \_\_\_\_\_  
Street City Zip

Home Phone: \_\_\_\_\_ Email: \_\_\_\_\_ Birthdate: \_\_\_\_\_

High School: \_\_\_\_\_ Grade: \_\_\_\_\_ Age: \_\_\_\_\_

Learning Worksite (Name of Business): \_\_\_\_\_

Learning Worksite Address: \_\_\_\_\_

Job Title: \_\_\_\_\_

<b>Qualifying CTE Class:</b> _____	<b>Instructor's Signature:</b> _____
<b>Student Responsibilities</b> (Failure to comply with the following may result in termination from the program):	
<ol style="list-style-type: none"> <li>1. To provide your own transportation to and from the job using public transportation in a legally licensed and insured vehicle.</li> <li>2. To become familiar with and conform to all student employee regulations and policies set forth by the employer or coordinator.</li> <li>3. To notify the CTE Internship Coordinator within 24 hours if there is a change of work hours or if termination occurs.</li> <li>4. To see that the employer receives reports, evaluations, or timecards and that they are completed and returned to the coordinator on the due dates.</li> <li>5. Short- and long-term suspension policies will apply to the internship program. If the student is expelled from school, they will be in violation of the contract, and the contract will be terminated.</li> <li>6. Document _____ work hours for each Internship Program class (0.5 credit/1 semester)</li> </ol>	
Student Signature: _____	Date: _____
Cell Phone Number: _____	E-Mail: _____

<b>Parent/Guardian Responsibilities:</b>	
<ol style="list-style-type: none"> <li>1. To assume responsibility for the conduct and safety of the student from the time they leave the school until reporting to work. Likewise, to assume responsibility for the conduct and safety of the student from the time they leave the job until they return to school or home. Higley Unified School District assumes no responsibility for student's travel, conduct, or safety once the student leaves the school grounds.</li> <li>2. To encourage the student's active participation, punctuality, attendance, and growth in this program.</li> <li>3. To support this agreement during the student's participation in the work-credit program.</li> </ol>	
Parent/Guardian (Print): _____	Signature: _____
Parent/Guardian Address: _____	City/Zip: _____
Parent/Guardian Home Phone: _____	Work Phone: _____

Higley Unified School District  
CTE Internship Program

**Employer (Learning Worksite Supervisor) Responsibilities:**

1. To comply with state and federal guidelines and regulations regarding health & safety, nondiscrimination, harassment, and work rules for minors.
2. To comply with the nondiscrimination statement listed in the footer of this document.
3. To provide the student employee with the same considerations given a regular beginning employee with regard to safety, health, social security, general working conditions, and other regulations of the organization. Employer shall adhere to all federal and state wage and hour laws.
4. Maximum working hours are dependent upon the student's ability to work and still maintain satisfactory grades.
5. To notify the coordinator of any problems that the student is having on the job when, in the employer's opinion, the existing situation could be detrimental to the student's continued employment.
6. To confer with the coordinator regarding the student's on-the-job performance and to complete and return to the coordinator evaluation forms, timecards, and progress reports for grading the student.
7. To provide an employee orientation within the first week of work, which will include all of the requirements as listed on the following page.

Employer/Supervisor (Print): \_\_\_\_\_ Signature: \_\_\_\_\_

Worksite Phone Number: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**CTE Internship Coordinator Responsibilities:**

1. To contact the employer/supervisor at the learning worksite periodically and become acquainted with the immediate job-site supervisor.
2. To become familiar with the nature of the work the student will perform and to assist the student if conflicts arise.
3. To endeavor to resolve any problems that arise from the student's employment to the mutual satisfaction of all parties concerned.

CTE Internship Coordinator: \_\_\_\_\_

Office Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Date Contract Approved: \_\_\_\_\_ Credits/Internship Program: \_\_\_\_\_

Counselor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Principal (or Designee): \_\_\_\_\_ Date: \_\_\_\_\_



## EMPLOYEE ORIENTATION REQUIREMENTS

<input type="checkbox"/> Student-Intern Evaluation Process	Provide a system for evaluating student intern progress as follows normal company policy for entry-level positions. If there isn't a current process, work with the CTE Internship Coordinator to acquire evaluation forms and create a bi-weekly to monthly process.
<input type="checkbox"/> Student-Intern Task Communication	Provide a way for the student-intern to be consistently aware of his/her duties. This could be a daily to-do list, a weekly conversation, emails, or some other kind of company process for assigning tasks.
<input type="checkbox"/> Fair Labor Standards Act	Must adhere to Fair Labor Standards Act, including child labor laws, which are included in Appendix A.
<input type="checkbox"/> New Employee Orientation	Conduct a New Employee Orientation, much as you would with any entry-level employee. This orientation must address the following: <ul style="list-style-type: none"> <li>• Employment standards for minors</li> <li>• Employer's worksite safety and health program</li> <li>• Location of first-aid materials</li> <li>• How to report unsafe conditions and practices</li> <li>• Use and care of personal protective equipment</li> <li>• Emergency procedures</li> <li>• Identification of hazardous materials – procedures</li> <li>• Sexual harassment and discrimination training including reporting procedures</li> <li>• Process for calling in sick</li> <li>• Process for asking questions or asking for help</li> <li>• On the job expectations</li> <li>• Professionalism standards (uniform, communication, clients, deadlines, etc.)</li> </ul>
<input type="checkbox"/> CTE Internship Coordinator Communication	Immediately bring to the attention of the CTE Internship Coordinator any behavioral issues that may lead to the eventual termination of the Student-Intern. We want to guide the Student-Intern towards appropriate on-the-job behavior through practice and communication, but not at the expense of the employer's business.

Internship Program Orientation was completed on the following date: \_\_\_\_\_

Employer/Supervisor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

CTE Internship Coordinator: \_\_\_\_\_ Date: \_\_\_\_\_



## RELEASE OF LIABILITY ACKNOWLEDGEMENT & AGREEMENT

_____	_____
Student's Printed Name	ID #
_____	_____
Home Address	Home Phone
_____	_____
High School	School Year

Please carefully review the following policies, procedures, acknowledgements, waiver and release, and other points of information set forth below. Student and his/her parent or guardian must read and approve each of the following items as a condition of participation in the CTE Internship Program.

### Absenteeism Policy

I recognize that in this Internship Program, the school and the job are both important and require regular attendance. I will notify my employer and my teacher if I must be absent. If I attend school, I will be expected to report to my job. Likewise, if I report for work, I will also attend school. Exceptions may be granted by the internship coordinator. I acknowledge that, upon my first violation, I may be dropped from the program.

Student Signature \_\_\_\_\_

### Driver's License

I do \_\_\_ / do not \_\_\_ have a valid Arizona driver's license. I will not drive a motor vehicle to work unless I have both a valid driver's license and the state-required minimum levels of liability insurance coverage. I will operate any vehicle according to the laws of Arizona and agree to be financially responsible for any damages, costs or liabilities that result from my operation of a motor vehicle.

_____	_____	_____
Student Signature	Driver's License No.	Expiration Date

### Contact with Adults

I acknowledge that the Internship Program occurs off school property and will involve adults who are not employees of Higley Unified School District. I acknowledge and accept that my son/daughter may be instructed by or work with a person whose work experience and background have not been investigated by Higley Unified School District.

Parent/Guardian Signature \_\_\_\_\_



**Private Transportation Arrangements**

I acknowledge that, as a member of the Internship Program, my son or daughter may travel to a variety of program-related activities, including workstations, social events, banquet activities, club functions and other activities that occur during or after school. I grant permission for my son/daughter to participate in such during/after-school events according to one or more of the following transportation options:

- He/she will provide his/her own transportation.
- He/she will travel with teachers as sponsors and/or drivers.
- He/she will travel with other students as drivers.

Parent/Guardian Signature \_\_\_\_\_

**Assumption of Risk and Release of Liability**

I acknowledge that participating in any activity is an acceptance of some risk of injury. An internship experience presents unavoidable risks of physical harm and injury. For example, a student may be injured in a vehicular accident while traveling to or from the job or in a slip and fall accident while performing work duties or attending a field trip. Other risks may be present that are not apparent or known. I have read and carefully considered the foregoing statement. With the purpose of inducing Higley Unified School District’s reliance, I acknowledge and assume the risk of injury to my child and agree that I release and will not seek to hold responsible Higley Unified School District, including its officials, employees, and agents, for any claim, loss, damage, or injury to my child while participating in the internship program, including field trips, social activities, transportation and job placement.

Parent/Guardian Signature \_\_\_\_\_

**Media Release Form**

The staff of Higley Unified School District or reporters/photographers from the news media occasionally wish to interview students and/or take their photograph for various school, district, or community publications.

I do \_\_\_ / do not \_\_\_\_\_ give permission for my son or daughter to be interviewed and to have his/her photograph used by Higley Unified School District in its publications or on its website, or a news media organization in its publications or website.

Parent/Guardian Signature \_\_\_\_\_

We individually certify to Higley Unified School District that we have read, understood and agree to all of the foregoing provisions contained in this Release of Liability & Agreement.

Student Signature \_\_\_\_\_

Parent/Guardian Name (please print) \_\_\_\_\_ Signature \_\_\_\_\_

## APPENDIX A: Child Labor Laws of the Fair Labor Standards Act Addendum

The federal Child Labor Laws are authorized by the Fair Labor Standards Act (FLSA) and enforced by the U.S. Department of Labor (DOL). The purpose of these laws is to ensure that “when young people work, the work is safe and does not jeopardize their health, well-being or educational opportunities.” Higley Unified School District is committed to the operation of its cooperative education programs in compliance with applicable portions of the Child Labor Laws of the FLSA.

Higley Unified School District limits participation in the CTE Internship Program to high school **seniors** who are at least 16 years of age. The Child Labor Laws of the FLSA do not apply to students who are adults, i.e., 18 years of age or older. Accordingly, the following restrictions apply only to internship students who will be 16 years of age at any time during their placement as student learners.

### Prohibited Placements

Higley Unified School District will not place any 16-year old internship student into a position that would allow the student to engage in any activity within the definition of one or more of the following Hazardous Occupations (HOs):

HO1	Manufacturing and storing of explosives	HO9	Mining other than coal mining
HO3	Coal mining	HO11	Power-driven bakery machines, including vertical dough or batter mixes
HO4	Occupations in forest firefighting, logging, and sawmilling		NOTE: This HO has several specific exclusions for types of bakery machines.
HO6	Exposure to radioactive substances	HO13	Manufacturing bricks, tile, and kindred products
HO7	Power-driven hoisting apparatus, including forklifts	HO15	Wrecking and demolition operations

### Restricted Placements

Higley Unified School District will not place any 16-year old internship student into a position that would allow the student to engage in any activity within the definition of one or more of the following HOs unless the high school’s CTE teacher, the student and his/her parent, and the employer have first reviewed and agreed in writing to comply with the restrictions imposed by the Child Labor Laws for the specific HO and the DOL’s general rule regarding “Exemptions from Certain HOs for Apprentices and Student-Learners.”

HO2	Motor vehicle driver or outside helper on a motor vehicle	HO12	Power-driven balers, compactors, and paper processing machines
HO5	Power-driven woodworking machines	HO14	Power-driven circular saws, band saws, chain saws, guillotine shears, wood chippers, and abrasive cutting discs
HO8	Power-driven metal-forming, punching, and shearing machines	HO16	Roofing operations and all work on or about a roof
HO10	Operating power-driven meat processing equipment, including meat slicers and other food slicers	HO17	Excavation operations



### **DOL Rule regarding Exemptions from Certain HOs for Student-Learners**

The DOL's orders regarding HO Nos. 5, 8, 10, 12, 14, 16, and 17 contain exemptions for 16- and 17-year old student-learners provided they are employed under the following conditions:

#### Student-Learners:

1. the student-learner is enrolled in a course of study and training in a cooperative vocational training program under a recognized state or local educational authority or in a course of study in a substantially similar program conducted by a private school; and
2. such student-learner is employed under a written agreement which provides:
  - a. that the work of the student-learner in the occupations declared particularly hazardous shall be incidental to the training,
  - b. that such work shall be intermittent and for short periods of time, and under the direct and close supervision of a qualified and experienced person,
  - c. that safety instruction shall be given by the school and correlated by the employer with on-the-job training, and
  - d. that a schedule of organized and progressive work processes to be performed on the job shall have been prepared.

Each such written agreement shall contain the name of the student-learner and shall be signed by the employer and the school coordinator or principal. Copies of each agreement shall be kept on file by both the school and the employer. This exemption for the employment of student-learners may be revoked in any individual situation where it is found that reasonable precautions have not been observed for the safety of minor employed thereunder.

A high school graduate may be employed in an occupation in which training has been completed as provided in this paragraph as a student-learner, even though the youth is not yet 18 years of age.

Although the regulations do not provide definitions of the terms *intermittent* and *short periods of time*, the Wage and Hour Division interprets those terms to mean that an apprentice or student-learner may not be the principal operator of prohibited machinery. He or she must work under the close supervision of a fully qualified and experienced adult, such as a journeyman. Further, the duties assigned the minor may not be such that he or she is constantly operating the prohibited machinery during the work shift, but only doing so as part of the training experience. This would preclude an apprentice or student-learner from being a production worker, responsible for spending a significant portion of the workday operating prohibited machinery or performing prohibited tasks. The Wage and Hour Division also considers the continuous performance of otherwise prohibited work that exceeds one hour a day to be more than *intermittent* and more than for *short periods of time*. The Wage and Hour Division also considers the performance of otherwise prohibited work which totals more than 20% of the student-learner's work shift to be more than for *short periods of time*.

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The regulations do not define the term *direct and close supervision*. The Wage and Hour Division's interpretation of *direct and close supervision* as it applies to apprentices and student-learners is based on guidance received from the Bureau of Apprenticeship and Training (BAT) which is part of the U. S. Department of Labor's Employment and Training Administration. BAT establishes ratios governing the number of journeymen and apprentices that may be employed on the job site to ensure worker safety and that the apprentices receive both proper training and supervision. BAT has advised the Wage and Hour Division that the most widely used ratio is one apprentice for the first journeyman on-site, and one apprentice for every three additional journeymen thereafter. The Wage and Hour Division considers the requirement of *direct and close supervision* to be met when there is one journeyman or experienced adult working with the first apprentice/student-learner on-site, and at least three journeymen or experienced adults working alongside each additional apprentice/student-learner. Of course, the requirement for *direct and close supervision* applies only during the periods when the apprentice/student-learner is performing work that would otherwise be prohibited by the HO.