



**MEMORANDUM OF UNDERSTANDING REGARDING
SCHOOL DISTRICT 27J WORK-BASED LEARNING
STUDENT INTERNSHIP PROGRAM**

This Memorandum of Understanding (“MOU”) dated this [redacted] day of [redacted], 20[redacted], is made and entered into between School District 27J (“District”) and [redacted] (“Internship Site”) (collectively, the “Parties”) for the establishment of one or more unpaid or paid internships for District students.

WHEREAS, the District’s Work-Based Learning Program (“Internship Program”) offers District students the opportunity to further their career exploration through a variety of workplace experiences, including internships; and

WHEREAS, the Internship Program allows students to participate in a workplace experience while interning with a mentor in a business or organization that is reflective of the student’s career interest and while observing workplace functions and investigating the requirements of a specific career field; and

WHEREAS, businesses or organizations participating in the Internship Program as Internship Sites provide students with a work experience position that will give students an overview of a specific role within the business or organization, as well as a general understanding of the overall business or organization and how it functions; and

WHEREAS, the District and Internship Site desire to collaborate in providing one or more paid or unpaid internships for District students.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual understandings contained herein, and other good and valuable consideration, the Parties agree as follows:

AGREEMENT

1. **Term.** Subject to earlier termination as provided herein, the term of this MOU shall begin on [redacted] and end on [redacted]. This MOU shall automatically renew for successive one-year terms commencing on [redacted] and expiring on [redacted] unless either party gives written notice of termination at least ninety (90) calendar days prior to the automatic renewal.
2. **Internship Site’s Obligations.** The Internship Site shall:
 - a. **Student Intern Selection.**
 - i. Provide the District with a general job description to be used to identify potential student interns upon request.
 - ii. Send one (1) or more representatives to conduct interviews at the District’s internship placement fairs in August and January each year during the term of this MOU.
 - iii. Select one (1) or more student interns from eligible student applicants presented by the District. Notwithstanding the foregoing, the Internship Site may forego selecting a student intern if it determines, in its sole discretion, that no candidate can reasonably fulfill the requirements of the internship position.
 - iv. Provide the student intern(s) any onboarding paperwork they will need to complete at least 5 (five) calendar days prior to the first day of onsite work.



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b. Internship Site Supervisor.

- i. Assign one (1) or more employees as an Internship Site Supervisor to supervise and mentor the student intern(s). The ratio of Internship Site Supervisors to student interns must be no more than 1:3.
- ii. Ensure that each Internship Site Supervisor has, within the last three (3) years, undergone a criminal background check that meets the requirements outlined in C.R.S. § 22-32-109.7(1). For the duration of this MOU, including any renewal period, the Internship Site shall not assign any persons convicted of any felony or misdemeanor crime involving unlawful sexual behavior or unlawful behavior involving children as Internship Site Supervisors. The Internship Site shall make the results of such background checks available to the District upon request. If the Internship Site does not have an internal background check process in place, it shall contact the District-designated Work-Based Learning Coordinator (“WBL Coordinator”) for assistance in complying with this provision.
- iii. Ensure that each Internship Site Supervisor has completed the Internship Site Supervisor Acknowledgement, attached hereto as Exhibit A and incorporated herein.

c. Internship Program.

- i. Provide the student intern(s) with an orientation to the work setting, including an overview of the Internship Site’s policies, rules, code of conduct, or expectations and any emergency and safety procedures upon initiation of each new internship, as applicable.
- ii. Provide a minimum of sixty (60) hours of hands-on, meaningful work experience over the course of one (1) semester that, within the confines of the Internship Site’s needs and timetables, will enhance and complement the student intern’s academic program.
- iii. Provide the student intern(s), to the extent possible, an overview of all applicable aspects of the Internship Site’s industry including organization and management structure, technical and production processes, and major industry, labor, health, environmental, and community issues impacting the Internship Site.
- iv. Maintain a safe working environment for the student intern(s) and hold the District harmless for any injury, illness, or damages resulting directly from a student intern’s activities due to the negligence of the Internship Site Supervisor.
- v. Evaluate the student intern’s(s’) work performance at least two (2) times during the student intern’s(s’) placement with the Internship Site.
- vi. Communicate any questions or concerns regarding the Internship Program or the student intern(s) to the WBL Coordinator, forward any written communications from the student intern(s) or their parent/guardian to the WBL Coordinator, and direct the student intern(s) or their parent/guardian to contact the WBL Coordinator with questions or concerns relating to the Internship Program or the student intern’s(s’) participation therein. Additionally, the Internship Site shall immediately communicate any unexpected change in the Internship Site Supervisor to the WBL Coordinator.
- vii. Comply with all applicable federal and state laws, rules, and regulations involving non-discrimination on the basis of race, color, religion, national origin, age, sex, sexual orientation, gender identity, gender expression, disability, or other protected status.



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- d. *Notice of Registered Sex Offender Status.* Immediately notify the District in the event the Internship Site becomes aware of an employee's status as a registered sex offender who has any court- or parole board-ordered restrictions prohibiting or restricting contact with minor children.
 - e. *Insurance.* If the Internship Site is providing a paid internship wherein the Internship Site is compensating one (1) or more student interns for work performed for the Internship Site's benefit, the Internship Site shall maintain workers' compensation and general liability insurance for all paid student interns placed with the Internship Site and provide the District with proof of such insurance upon request.
 - f. *Student Intern Compensation.* If the Internship Site is providing a paid internship wherein the Internship Site is compensating one (1) or more student interns for work performed for the Internship Site's benefit, the Internship Site shall comply with all applicable federal, state, and local labor and employment laws, ordinances, rules, regulations, including but not limited to, the Fair Labor Standards Act and the Colorado Wage Act.
3. **District's Obligations.** The District shall:
- a. *WBL Coordinator.* Designate a WBL Coordinator to serve as the primary point of contact for all matters relating to this MOU and to serve as a liaison between the student intern(s), their parent/guardian, and the Internship Site. The WBL Coordinator shall meet with the Internship Site Supervisor at the Internship Site at least once during the student intern's(s') placement with the Internship Site and shall support the Internship Site Supervisor with any concerns relating to a student intern or their performance.
 - b. *Student Information.* Provide the Internship Site with appropriate personal and academic information on qualified student applicants, upon receiving written authorization by the student's parent/guardian or from the student, if eligible.
 - c. *Records.* Maintain documentation relating to student interns placed with the Internship Site, the Internship Site supervisor(s), student intern hours, student intern evaluations, and correspondence between and among student interns, their parent/guardian, and the Internship Site.
 - d. *Insurance.* Maintain workers' compensation and general liability insurance for all unpaid student interns placed with the Internship Site and provide the Internship Site with proof of such insurance upon request.
4. **No Exchange of Payment.** No payments are expected to be made between the Parties in connection with this MOU.
5. **Internship Schedule.** The Internship Program follows the school calendar and, as such, student interns are not required to report to the Internship Site during school-identified holidays or breaks, but may choose to do so. The Internship Site may not allow student interns to work more than eight (8) hours per day, excluding lunch.
6. **Removal or Withdrawal of Intern.**
- a. *Mutual Removal or Withdrawal.* The Internship Site may request that the District withdraw or remove a student intern from their placement with the Internship Site when the student intern's performance is unsatisfactory, or if their behavior is disruptive or detrimental to the Internship Site.



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If to the Internship Site: Name: [Redacted]
Title: [Redacted]
[Business/Organization Name] [Address] [Address]: [Redacted]
Email: [Redacted]

- e. Severability. If any provision of this MOU is determined by a court of competent jurisdiction to be unenforceable or invalid for any reason, the remainder of the MOU shall remain in effect unless otherwise terminated by one or both parties in accordance with the terms set forth herein.
f. Binding Agreement. This MOU shall be binding upon and for the benefit of the Parties hereto and their successors and assigns. The Internship Site represents that it has full authority under applicable law to execute and deliver this MOU and to perform its obligations under this MOU.
g. No Third-Party Benefits. This MOU is intended solely for the mutual benefit of the Parties hereto, and there is no intention, express or otherwise, to create any rights or interest for any party or person other than the District and the Internship Site.
h. Waiver. A failure to assert any rights or remedies available to a party under the terms of this MOU, or a waiver of the right to remedies available to a party by a course of dealing or otherwise shall not be deemed to be a waiver of any other right or remedy under this MOU, unless such waiver of such right or remedy is contained in a writing signed by the party alleged to have waived their other rights or remedies.
i. Counterparts. This MOU and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For purposes of executing this MOU, facsimile or scanned signatures shall be valid as the original.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the date first above written.

SCHOOL DISTRICT 27J

Michael C. Burke

Director of Postsecondary Readiness & CTE

Signature: _____

Date: _____

INTERNSHIP SITE

Name: _____

Signature: _____

Title: _____

Date: _____



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**EXHIBIT A
INTERNSHIP SITE SUPERVISOR ACKNOWLEDGMENT**

Thank you for agreeing to serve as an Internship Site Supervisor on behalf of your employer’s participation in the School District 27J Internship Program.

The Internship Program at School District 27J is designed for career exploration that benefits the student and will be tailored to meet the unique needs and interests of the student.

Internship Sites are to provide a work experience position that will give students an overview of the role(s) within their business or organization, as well as a general understanding of the overall business or organization and how it functions.

Internship Site Supervisors serve an integral role in the Internship Program by supervising and mentoring student interns. Please acknowledge your understanding and acceptance of the following expectations by signing below.

I, the Internship Site Supervisor, agree to:

1. Provide thoughtful and consistent supervision of the student intern(s) to which I am assigned.
2. Enable the student intern(s) assigned to me to gain hands-on, meaningful experiences through assigned tasks.
3. Work one-on-one with the assigned student intern(s) and also allow the student intern(s) the opportunity to work independently.
4. Communicate clearly, including providing clear expectations, direction, and feedback to the student intern(s).
5. Complete at least two (2) evaluations of each student intern’s performance during the course of their internship.
6. Communicate any of the following matters with the District-designated WBL Coordinator as soon as practicable:
 - a. Student intern performance/struggles
 - b. Injury or other significant issue involving the student intern
 - c. Other concerns as need to be addressed

Internship Site Supervisor Printed Name

Date

Internship Site Supervisor Signature