

WORKSITE LEARNING PROGRAM AGREEMENT

This agreement specifies the terms and conditions under which the Worksite Learning Program (“Program”) shall occur. Programs move students outside the confines and safety net of the educational institution. With increased learning opportunities come additional legal concerns and responsibilities. Due to these concerns and responsibilities, and pursuant to WAC 392-410-315, the following parties hereby enter into this agreement:

the student _____.

the student’s parent/guardian _____.

the Worksite _____; and

the Bellingham Public Schools (“District”).

1. Definitions

Consistent with WAC 392-410-315, the following terms are defined as follows:

- 1.1. *Worksite Learning Coordinator*: a certified district employee responsible for coordinating worksite learning experiences.
- 1.2. *Worksite Supervisor*: a qualified adult from the worksite responsible for overseeing the worksite learning experience and acting as liaison between the worksite and district.
- 1.3. *Worksite Learning Plan*: a document that outlines the learning objectives and the process for evaluating the attainment of the learning objectives. This plan should be signed by the worksite learning coordinator, worksite supervisor and the student.

2. Responsibilities and Commitments of the Parties

2.1. District (via the worksite learning coordinator)

- 2.1.1. Visit the worksite prior to student placement in order to assess the worksite environment and determine whether a student placement would appropriately match the student’s abilities with the specific duties of the job.
- 2.1.2. Ensure that the worksite supervisor has received an orientation on the school’s Program, including Program objectives and the responsibilities of the parties. This orientation should occur prior to placement of the student at the worksite.
- 2.1.3. Develop the worksite learning plan in collaboration with the worksite supervisor.
- 2.1.4. Collaborate with the worksite supervisor to monitor and evaluate student learning progress pursuant to the student’s worksite learning plan.
- 2.1.5. Document all accidents, injuries, or illnesses, and report to the District risk manager in a timely manner.

2. Responsibilities and Commitments of the Parties (continued)

2.2. Worksite (via the worksite supervisor)

- 2.2.1. Comply with federal and state regulations, as well as district policy.
- 2.2.2. Advise the worksite learning coordinator of the skills that students will be expected to have prior to participation in the Program.
- 2.2.3. Cooperate with the worksite learning coordinator in developing accommodation for students with disabilities.
- 2.2.4. Provide students with the space, training, materials, and equipment necessary to provide an adequate learning experience and a safe working environment.

- 2.2.5. Provide job specific training for students, including a new-employee orientation on worksite safety procedures and practices; workers' rights and responsibilities; issues related to harassment; and employer policies, procedures, and expectations.
- 2.2.6. Provide coworkers with information concerning working with students.
- 2.2.7. Supervise students at the worksite and monitor employees who have direct contact with students.
- 2.2.8. Consult with the worksite learning coordinator concerning the student's Worksite Learning Plan.
- 2.2.9. Verify student attendance, evaluate student learning progress, and provide feedback pursuant to the student's worksite learning plan.
- 2.2.10. Maintain, throughout the life of this agreement, liability insurance in the minimum amount of \$1,000,000 per occurrence and \$3,000,000 annual aggregate for damages because of personal or bodily injury, including death resulting from such injuries, damage to loss of use of property, and other coverage customarily maintained for general liability purposes. Worksite will provide certification of such insurance to the district prior to the student starting work.

2. Responsibilities and Commitments of the Parties (continued)

2.3. Student and Parent/Guardian

- 2.3.1. Prior to student's participation in the Program, student and parent/guardian will complete all required forms, including forms regarding medical/accident insurance coverage, emergency medical care, and student transportation.
- 2.3.2. Student will maintain regular attendance in school and with the Program. Student or parent/guardian will notify the worksite learning coordinator and worksite supervisor prior to any student absence.
- 2.3.3. Student will consult with the worksite learning coordinator and/or worksite supervisor about any problems in a timely manner.
- 2.3.4. Student will submit verified documentation of hours with the Program to the worksite learning coordinator and complete the necessary forms for school credit purposes as required.
- 2.3.5. Student will conform to all rules and regulations of the worksite and agree to maintain confidentiality.
- 2.3.6. Student will report on-the-job accidents, injuries, or illnesses to the worksite supervisor and the worksite learning coordinator immediately and complete appropriate forms.
- 2.3.7. Student and parent/guardian understand that the work will be conducted in a working environment and not a school environment and that the student will be working with others who have not had the background screening typically conducted at the schools.
- 2.3.8. Student and parent/guardian understand that failure to comply with the worksite or district rules may result in removal from participation in the Program.
- 2.3.9. Parent/guardian is aware of no characteristics or reasons that would prevent the student from complying with the responsibilities and commitments listed in this section.
- 2.3.10. Parent/guardian will collaborate with the district to support the student's active participation, punctuality, and personal growth in the Program pursuant to the worksite learning plan objectives.
- 2.3.11. Student and parent/guardian are fully aware of the special risks and/or dangers inherent in participating in this activity, including but not limited to:

3. Indemnity and Hold Harmless

District agrees to indemnify and hold harmless the worksite, its officers, agents and employees from any and all claims and losses resulting from district's performance of this agreement. The worksite agrees to indemnify and hold harmless the district from any and all claims and losses resulting from worksite's performance of this agreement.

4. Nondiscrimination

The district and the worksite shall provide equal opportunity in programs and employment and will not discriminate on the basis of race, color, national origin/language, creed/religion, sex, sexual orientation (including gender identity), disability or the use of a service animal by a person with a disability, age, marital status, honorably discharged veterans or military status.

WORKSITE SIGNATURE

Name of Company

Address of Company

Signature of Company Representative

Date

Email

Phone

DISTRICT SIGNATURES

School District Superintendent or Designee

Date

High School Admin/Community Transition Prog Admin.

Date

Worksite Learning Coordinator

Date

FOR INTERNAL PLACEMENT: Sign below indicating you have been made aware of your responsibilities as it pertains to the student and their placement at your worksite.

BSD Staff /Manager

Date

STUDENT SIGNATURE

Signature of Student

Date

PARENT/GUARDIAN SIGNATURE

Signature of Parent/Guardian

Date