



WORK-BASED LEARNING EXPERIENCE AGREEMENT

Between

Poudre School District R-1 through

And

Student:

And

Student's Parent(s)/Legal Guardian(s):

And

Company/Organization:

Work-Based Learning (WBL) programs in Poudre School District R-1 (the "District") provide students with opportunities to gain work experience, explore career options, and receive related classroom instruction. The portion of the program during which a student is working is referred to as the Work-Based Learning Experience (the "WBL Experience"). These programs are educational and school credit is earned for the hours a student works for an employer or organization. In a WBL Experience, fifteen (15) hours is equal to one (1) credit. Students may earn up to a maximum of ten (10) credits per semester, including the summer session but no more than a total of forty-five (45) credits total.

This Agreement (the "Agreement") is made by and between the District, the above named student (the "Student"), the Student's Parent(s)/Guardian(s) (the "Parent(s)"), and the WBL Experience Sponsoring Organization (the "Sponsoring Organization"), collectively referenced herein as the "parties," and describes the obligations and responsibilities of each of the parties during the WBL Experience. This Agreement is effective as of the last date of signing by all parties and shall continue in effect through and including _____, unless terminated earlier as provided herein. The WBL Experience cannot begin until this Agreement is fully executed. It is understood by all parties that the WBL Program is not intended to be an employment service for either students or employers.

Work-Based Learning Experience Information:

Address where Student will be working:

Student's Sponsoring Organization's Supervisor:

Phone No:

E-mail Address:

This WBL Experience is:

Paid

Unpaid

Responsibilities of the District:

The District warrants and represents that it shall:

- maintain workers' compensation insurance in an amount required by law and in accordance with C.R.S. § 8-40-302(7)(b) of the Colorado Workers' Compensation Act, the Student shall be covered under the District's workers' compensation insurance if the Student is not receiving pay or remuneration from the Sponsoring Organization.
- maintain Commercial General Liability Insurance with limits no less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- assign a supervising teacher (the "School WBL Coordinator") who shall:
 - initiate the development of the training plan (the "Training Plan"), which is attached to the Agreement as Exhibit A. The Training Plan shall serve as a guide during the WBL Experience. The Training Plan shall include goals and specific job duties developed in coordination with the Student and the Sponsoring Organization prior to the start of the WBL Experience and may be revised throughout the WBL Experience as needed.
 - assist the Student in completing the Individual Career and Academic Plan (ICAP) Post Secondary Goals - Student Reflection (the "Reflection"), which is attached to the Agreement as Exhibit B. The Reflection shall provide the Student with the opportunity to reflect on how their WBL Experience will help the Student achieve their postsecondary goals.
 - provide Parent(s) with revisions to the Training Plan prior to implementing any substantial changes to specific job duties the Student will perform.
 - visit the Student and the Sponsoring Organization during the WBL Experience, or conference through alternative technology, to provide ongoing consultation and collaboration, and to enhance the effectiveness of the WBL Experience and its integration with classroom learning.
 - work with the Sponsoring Organization and the Student to attempt to resolve problems, potential difficulties or concerns.
 - in collaboration with the Sponsoring Organization and the Student, provide a summative evaluation at the conclusion of the WBL Experience.
 - determine the Student's final grade considering the Sponsoring Organization's evaluation and the Student's self-evaluations.
 - assist the Student in completing and submitting a report of a work-related injury to the appropriate party if notified that the Student was injured or becomes ill as a direct result of the WBL Experience.

Responsibilities of the Student:

I, _____, the above-named Student, understand and acknowledge that I:

- shall be subject to all policies and guidelines established by the Sponsoring Organization and maintain professionalism in interactions with clients, colleagues and the community.
- am subject to the *Poudre School District Student Rights & Code of Conduct*. The Poudre School District Student Rights & Code of Conduct is available at:
<https://www.psdschools.org/schools/school-registration/student-code-of-conduct>
- will not earn any credit unless and until all required forms are complete and submitted when due during the WBL Experience including, but not limited to, the training plan, the ICAP Student Reflection, time cards, and evaluations.
- shall notify the School WBL Coordinator and the Sponsoring Organization if I am injured or become ill as a direct result of the WBL Experience.
- shall notify the School WBL Coordinator immediately if there is a change in my WBL Experience status or of any substantial changes to the tasks outlined in the Training Plan.
- may be terminated from the WBL Experience at any time and if I am terminated for cause, I may lose all credit and earn a failing grade.
- will place priority on the WBL Experience and schedule personal activities so they will not interfere with my WBL Experience responsibilities.
- will abide by the Colorado Youth Labor laws, which can be found on the Colorado Department of Labor website and that I will notify the School WBL Coordinator immediately if the Sponsoring Organization requests that I perform a prohibited job or task.

Responsibilities of the Parent(s):

I/We, _____, the Parent(s) of the above-named Student, understand and acknowledge that:

- I/we will communicate any problems or concerns directly to the School WBL Coordinator and will not contact the Sponsoring Organization directly except in the case of an emergency.
- the Student's grade is based on completing all schoolwork, and performance during the WBL Experience.
- unless the Student is enrolled in the Alternative Cooperative Education (ACE) Program, the District does not assume any responsibility for transportation during the WBL Experience nor accept responsibility for making appropriate arrangements for the Student's transportation to and from the WBL Experience. Students enrolled in the ACE Program will have access to District transportation.
- I/we agree to be a supportive member of the Student's WBL Experience team and have read and understand the responsibilities of each party to this Agreement.
- my/our child named as the Student in this Agreement, is subject to the *Poudre School District Student Rights & Code of Conduct*, which is available at:
<https://www.psdschools.org/schools/school-registration/student-code-of-conduct>
- Except as otherwise required by the Colorado Workers' Compensation Act and as described herein, the District is protected from liability under the Colorado Governmental Immunity Act for injuries and damages that may arise out of or in connection with the WBL Experience, and any injuries or damages arising out of or in connection with the WBL Experience may therefore not be covered by the District's insurance. For these reasons, it is recommended that the Parent(s) obtain appropriate insurance from qualified sources to cover medical expenses and other costs that could result from injury to the Student, and damage to or destruction of property belonging to the Parent(s) or the Student, which may arise out of or in connection with the Student's participation in the WBL Experience. The District has information available regarding accident and health insurance that may be purchased to cover the Student's participation in the WBL Experience. Information is available at:
<https://www.psdschools.org/schools/safety-and-emergencies/student-accident-insurance>
- I/we have reviewed the Training Plan attached to this Agreement and I/we hereby grant permission for my/our child named as the Student in this Agreement, to participate in the WBL Experience and associated activities as described in the Training Plan. In consideration of the District allowing the Student to participate in the WBL Experience and associated activities, I/we hereby release and hold harmless the District and its board members, employees and agents from any and all liability, claims, causes of action, damages and demands of any kind whatsoever (except willful and wanton acts or omissions) that may be brought by the Student or on the Student's behalf for any and all damages, including personal injury to the Student, arising out of or in connection with the Student's participation in the WBL Experience and associated activities. The Student and I/we understand and appreciate the risks and dangers of the Student's participation in the WBL Experience and associated activities, and assume the risk of any and all damages, including personal injury, which the Student may incur as a result of such participation.

Responsibilities of the Sponsoring Organization:

The Sponsoring Organization warrants and represents that it shall:

- comply with all applicable federal, state and local laws prohibiting discrimination (including harassment) on the basis of race, color, national origin, age, sex, sexual orientation, marital status, religion, ancestry or disability.
- comply with all applicable federal, state and local youth labor laws.
- provide written notice to the Student and School WBL Coordinator if the Student is terminated from the WBL Experience for cause. Such notice shall be provided within ten (10) business days from the date of termination and shall include the reason(s) for the termination.
- collect Student's information, including emergency contact information, but only to the extent such information is necessary for purposes of providing the WBL Experience.
- provide a safe working environment and promptly report any accidents or injuries involving the Student.
- maintain workers' compensation insurance in an amount required by law and, in accordance with C.R.S. § 8-40-302(7)(a) of the Colorado Workers' Compensation Act, the Student shall be covered under the Sponsoring Organization's workers' compensation insurance if the Student is receiving any pay or remuneration from the Sponsoring Organization.
- maintain Commercial General Liability insurance with limits of no less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- if the Student will operate any business vehicles as part of the WBL Experience, maintain Auto Liability insurance with a limit of no less than \$1,000,000.
- indemnify and hold harmless the District and the District's Board, employees, representatives and agents from and against any and all liability arising from any suit, action, grievance, charge or proceeding brought in connection with or related to the Sponsoring Organization's services or operations under this Agreement, and/or the conduct of any of its employees, agents or volunteers. The indemnification and hold harmless obligation hereunder shall include all attorney fees, costs and expenses incurred by the District and/or the District's Board, employees, representatives and/or agents in defense of said suits, actions, grievances, charges and/or proceedings. Nothing in this section or otherwise in this Agreement shall be construed in any way or applied in any manner as a compromise or waiver of the District's rights and protections under the Colorado Constitution or the Colorado Governmental Immunity Act.
- assign a supervisor to the Student (the "WBL Supervisor") who shall:
 - work closely with the Student and School WBL Coordinator to provide an educationally focused WBL Experience and opportunities for the Student that focus on the Student's stated post-secondary/career goals.
 - provide a summative evaluation of the Student's performance using the form provided by the School WBL Coordinator.
 - notify the School WBL Coordinator if the Student is injured or becomes ill as a direct result of the WBL Experience.
 - notify the Student and the School WBL Coordinator in advance of any substantial changes to the tasks outlined in the Training Plan.

(Continued on next page)

Responsibilities of the Sponsoring Organization (Cont.):

The Sponsoring Organization further acknowledges and agrees to the following:

- During the WBL Experience, it may have access to information protected from disclosure to third parties under the Individuals with Disabilities Education Act (20 U.S.C. §§ 1400 *et seq.*) and the Family Educational Right and Privacy Act (20 U.S.C § 1232g). Accordingly, the Sponsoring Organization hereby agrees that it shall keep confidential and shall not disclose any information regarding the Student or the Student's family to which it gains access in connection with the WBL Experience.
- The District is subject to the Colorado Open Records Act (C.R.S. §§ 24-72-201 *et seq.*) and that public records as defined by the Act may be made available to requesting parties if subject to disclosure under the Act.

If the WBL Experience is unpaid, the Sponsoring Organization further acknowledges and/or agrees to the following:

- The WBL Experience is similar to training that would be given in an educational environment and is for the benefit of the Student.
- In accordance with the Fair Labor Standards Act (FLSA), ensure that the Student will not displace any regular employees and will work under the close supervision of existing staff.
- It will derive no immediate advantage from the activities of the Student and, on occasion, its operations may actually be impeded.
- While the Sponsoring Organization is free to offer the Student a position, the Student is not entitled to a job at the conclusion of the WBL Experience.



WORK-BASED LEARNING EXPERIENCE AGREEMENT

This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original, but all of which, taken together, will constitute but one and the same agreement.

By signing below, each party acknowledges they have read and agree to the terms of this Agreement.

Student Signature _____ Date _____

Parent/Legal Guardian Signature _____ Date _____

Parent/Guardian Signature _____ Date _____

School WBL Coordinator Signature on behalf of the District _____ Date _____

Sponsoring Organization Signature _____ Date _____

The Student is projected to earn the number of credit hours noted below during the

Fall Spring Summer of (Year)

Two (2) credit hours (30 work hours)

Five (5) credit hours (75 work hours)

Ten (10) credit hours (150 work hours)

Nondiscrimination Statement

Poudre School District does not unlawfully discriminate on the basis of race, color, religion, national origin, ancestry, sex, sexual orientation, marital status, or disability in access or admission to, or treatment with respect to participation in its educational programs or activities.



Exhibit A

WORK-BASED LEARNING EXPERIENCE TRAINING PLAN

Student:

Sponsoring Organization:

The Student's WBL Experience Title:

This form should be completed by the Student. The Sponsoring Organization may add tasks and goals as they see fit. Tasks and goals should be specific and appropriate to the age, skill level, and experience of the Student. It is acceptable to state goals in an area of interest, but the Sponsoring Organization will determine what the Student can/cannot do during the WBL Experience.

Tasks to be accomplished (Job Duties)
1.
2.
3.
4.
5.

Goals to be achieved
1.
2.
3.
4.
5.

Sponsoring Organization Signature

Date

Student Signature

Date

Parent/Guardian Signature*

Date

* Parent/Guardian signature only required on the initial Training Plan and when any substantial changes are made to the Student's job duties.



Exhibit B

Individual Career and Academic Plan (ICAP) Post Secondary Goals

Student Reflection

The Student will reflect on how their Work Based Learning opportunity connects to their postsecondary goals

Student Section

Student Name

Date Completed

Please answer the following question:

How will your Tasks to Be Accomplished (Job Duties) help you to achieve your Goals to be Achieved that you listed in your Work Based Learning Training Plan (Exhibit A)?