**WORK EXPERIENCE AGREEMENT**

 THIS AGREEMENT is entered into by and between **Wausa Public Schools**, also known as **Knox County School District 54-0576** (“District”), and **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (“Business”), **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (“Parents”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Student”).

1. **Work Experience Program.** The Work Experience Program provides programs for the District’s students. The parties agree that the Student will participate in the Work Experience Program so that the Student may receive occupational experience with instructional value.

1. **Applicable Labor Laws and Compensation.** The parties agree that the Business is not required to compensate the Student if the Work Experience Program satisfies one of the exceptions contained in state and federal law. The parties agree to operate and participate in the Work Experience Program so as to meet all of the criteria for at least one of the following exceptions:
2. “Student-Learner” or Internship Exception. The following criteria must be applied satisfactorily when making this determination:
3. The parties clearly understand that there is no expectation, promise, or other implied or express guarantee of payment;
4. The experience, even though it includes actual operation of the facilities of the Business, is similar to training and experience which would be given in an educational environment;
5. The internship or learning experience is for the benefit of the Student and is consistent with the academic calendar and commitments of the Student, with a duration limited to the period in which the Student learns from the experience;
6. The Student does not displace regular employees, but works under close supervision of existing staff;
7. The Business that provides the training derives no immediate advantage from the activities of the Student; and on occasion its operations may actually be impeded;
8. The Student is not necessarily entitled to a job at the conclusion of the internship or experience; and
9. The Business and the Student understand that the Student is not entitled to wages for the time spent in the internship or experience.
10. Volunteer Work Experience or other State or Federal Program. State and federal laws, as may be amended, allow certain unpaid work experience or work initiative programs for youth in Nebraska, including students with disabilities. These may include, but are not limited to, community-based vocational, career, and education programs; youth work experience programs; Workforce Innovation and Opportunity Act programs; subminimum wage programs; and other approved or authorized programs. The Business may provide a Work Experience under this Agreement based on one of these programs, assuming the following are met:
	1. The Business complies with all applicable laws, rules, and regulations of the applicable program;
	2. The Business provides proof of eligibility which allows the Student to participate in the program to the other parties;
	3. The Business provides all requested documentation to any state or federal enforcement agency, upon request; and
	4. The Business will inform the other parties of any restrictions on the proposed Work Experience based on the program.

The parties understand that an employment relationship may exist unless the criteria of one of the applicable programs are met. If an employment relationship is found to exist, the Business will be held responsible for full compliance with the Fair Labor Standards Act and all other applicable laws.

1. **Business’s Responsibilities.** The Business will
2. Provide at least \_\_\_ hours of work experience per week to the student in accordance with this Agreement, District programs and guidelines, and state and federal law.
3. Provide on-site space and materials for vocational training.
4. Designate an employee as a liaison between the Parents, Student, and School.
5. Notify the District in the event of any problems or dissatisfaction.
6. Inform the Student of the safety rules and precautions, workplace hazards, emergency procedures and general work conditions.
7. Provide on-site supervision and training to the student with an emphasis on safety, production, and appropriate work behavior.
8. Will not allow the student to participate in a “hazardous occupation” (as defined by the Fair Labor Standards Act or other applicable federal laws) except (1) as allowed by law and (2) after providing written notice to the District and Parents.
9. Assign the Student new responsibilities only when judged able to handle them.
10. Avoid subjecting the student to unnecessary hazards.
11. Maintain the areas of work and the equipment used in a safe and acceptable manner.
12. Assist the District in making an honest appraisal of the Student’s performance at regular intervals.
13. Notify the Parents and the District immediately in case of accident or sickness, if the student misses work, and if any serious problem arises.
14. Terminate this Agreement only after consulting the District.
15. Comply with all other terms of this Agreement.

1. **District’s Responsibilities**. The District will:
2. Designate a staff member as a liaison between the Parents, Student, and Business.
3. Grant academic credit to the Student and/or assess and discuss the benefit to the Student pursuant to any applicable legal requirement for successful participation and/or completion of the Work Experience.
4. Make periodic visits to the Business to observe and evaluate the Student’s performance.
5. Meet with the Student, Parents, and Business as appropriate to discuss the Work Experience.
6. **Parents’ Responsibilities**. The Parent(s) will:
7. Be responsible for the personal conduct of their Student while he or she participates in the Work Experience.
8. Assume responsibility for the Student’s safety and conduct from the time the Student leave the Work Experience and arrives back at home or school, unless the Student’s education plan provides for District supervision or transportation.
9. Not permit the Student to report to the Work Experience on days the Student does not attend school.
10. Insure their student against any hazard or injury.
11. **Student’s Responsibilities**. The student will:
	1. Maintain regular attendance at school and the Business as scheduled.
	2. Assume personal and professional responsibilities for actions and activities, including following all District and Business rules and regulations.
	3. Show honesty, punctuality, courtesy, a cooperative attitude, appropriate dress, and willingness to learn on the job.
	4. Provide all reports requested or required by the District or Business.
	5. Discuss all Work Experience related problems with \_\_\_\_\_\_\_\_\_\_\_\_.
	6. Notify the District and Business in the event illness or emergency prevents attendance at the Work Experience or makes them late.
	7. Not report to the Business if he or she did not attend school that day unless granted permission in writing from the District.
	8. Contact \_\_\_\_\_\_\_\_\_\_ before terminating the Work Experience.
	9. Comply with all Business and District standards of conduct.
	10. Follow the requirements of this Agreement and all directives of the Business and School.
12. **Authorization to Release Information.** The Student and Parents authorize the District and Business to release and share information with each other including, but not necessarily limited to, educational records and any other information necessary to carry out this Agreement and the Work Experience Program.
13. **Nondiscrimination.** The Business and District and their subcontractors, if any, shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.
14. **Indemnification and Hold Harmless.**  The Parents and Student agree that the student is physically sound and suffering from no condition, impairment, or other illness that would prevent the Student’s participation in the Work Experience. The parties understand that some Work Experience activities and duties may be strenuous and/or hazardous. The parties understand the risks associated with the Work Experience Program include \_\_\_\_\_\_\_\_\_\_\_\_\_. By signing this agreement, the Student and Parents expressly and voluntarily assume and accept any and all such risks. In addition:
15. The Parents and Student agree to indemnify and hold the Business and School District harmless against any and all claims, actions, damages, liability, and expenses arising out of this Agreement as a result, in whole or in part, of the negligence, errors, omissions, or failure to perform by the Parents or Student or their agents.
16. The District agrees to indemnify and hold the Business and Parents and Student harmless against any and all claims, actions, damages, liability and expenses arising out of this Agreement as a result, in whole or in part, of the negligence, errors, omissions, or failure to perform by the District or its employees or agents.
17. The Business agrees to indemnify and hold the District and Parents and Student harmless against any and all claims, actions, damages, liability and expenses arising out of this Agreement as a result, in whole or in part, of the negligence, errors, omissions, or failure to perform by the Business or its employees or agents.

1. **Insurance.** The parties acknowledge that the Student is not under the direct supervision or control of the District while the Student is participating in the Work Experience at the Business. Therefore, the Student will not benefit from or be covered by any District liability insurance policy or other policy. The Student, Parents, and Business shall be responsible for obtaining any necessary or desired insurance coverage for the Student’s participation in the Work Experience.

1. **Medical Insurance Coverage.** The Student is covered by the following medical insurance:

Name of Plan: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Policy #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**The Parents give consent, in the event all reasonable attempts to contact them have been unsuccessful, for immediate medical treatment as required in the judgment of an attending physician. The Parents also consent to any other party seeking emergency medical assistance in the event of an accident, injury, or other medical issue which requires immediate attention in the judgment of the Business or the District.**

1. **Information.** Following is the contact information for each party:

|  |  |
| --- | --- |
| Student Information |  |
| Name: | Telephone No(s): |
| DOB: |  |
| SSN: | Address: |
|  |  |
| Parent Information | Parent Information |
| Name: | Name: |
| Address: | Address: |
|  |  |
| Home Phone: | Home Phone: |
| Work Phone: | Work Phone: |
| Cell Phone: | Cell Phone: |
|  |  |
| Business Information |  |
| Name: | Telephone No(s): |
| Contact Person: |  |
| Address: |  |
|  |  |
| District Information |  |
| Contact Person: | Telephone No(s): |
| Address: |  |
|  |  |

1. **Transportation.** \_\_\_\_\_\_\_\_\_\_ shall be responsible for transporting the student to and from the Business.
2. **Employment Eligibility Verification.**  The Business and District shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If the Business or District employs or contracts with any subcontractor in connection with this Agreement, that party shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

1. **Termination.**  The District or Business may terminate this Agreement at any time for any reason or no reason at all by providing written notice to all of the other parties. The Parents may terminate this Agreement after first meeting with a representative of the Business, the District liaison, and other appropriate or required individuals, such as the Student’s education team. The Parents must provide written notice to the District and Business requesting this meeting.

We, the undersigned, have read this Agreement and understand all its terms. We execute it voluntarily and with full knowledge of its significance. **WE UNDERSTAND THAT** **THIS DOCUMENT CONTAINS A RELEASE, A WAIVER AND AN INDEMNIFICATION. WE HAVE READ IT CAREFULLY BEFORE SIGNING IT.**

**PARENT** **PARENT**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**STUDENT**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SCHOOL DISTRICT** **BUSINESS**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_