



GUILDERLAND HIGH SCHOOL

Career Exploration and Education

SCHOOL TO WORK PROGRAM

-----*Guilderland Central School District*-----
 8 School Road, Guilderland Center, NY 12085

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COMMUNITY BASED SCHOOL TO WORK MEMORANDUM OF AGREEMENT

This document establishes an agreement between the Guilderland High School (“GHS”) School to Work Program (the “Program”), the “Business” identified below, the GHS student identified below (referred to as “Student”) and the Parent(s)/Guardian(s) of said Student.

This agreement pertains to Student’s participation in the GHS Community Based School to Work Program, wherein Student will be engaged in activities and education pertaining to learning and experiencing skills that will be beneficial to him/her in the workplace and/or life skills that will enhance Student’s knowledge, awareness and understanding of the workplace and the community.

The Community Based School to Work Program experience will comply with ALL applicable New York State and Federal Labor Laws, including those specific to prohibited occupations, as well as with New York State Education Department laws and regulations. All students are protected under the relevant provisions of the 1964 Civil Rights Act and the American’s with Disabilities Act. Students will not be subjected to discrimination in any form including, but not limited, to age, gender, religion, race, disability or sexual orientation while participating in the Community Based School to Work Program.

The Business participating in the Community Based School to Work Program will identify a Contact Person(s)/”Mentor(s)” to whom the Student will report and from whom the Student will obtain instruction, direction and supervision.

The Community Based School to Work Program will provide a Job Coach who will help teach the work related skills and habits and provide routine communication and feedback between the Mentor, the Student, the Parents and the School to Work Program.

The School to Work Program will identify a certified Work Based Learning Coordinator (“WBL”) who will supervise the Community Based School to Work Program and the learning experiences derived therein.

The Student will be evaluated during the program and must maintain satisfactory standards of performance and behavior to continue in the School to Work Program.

The Parties to the Agreement are identified below:

Business Name:	Contact Name(s)/Mentor(s):
Contact Number:	Contact Email:

Student Name:	Home Phone Number:
Address (Street, City, State and Zip Code):	Emergency Phone Number:
Parent/Guardian(s):	Emergency Contact Relation to Student:
Emergency Contact:	Teacher Contact Number: 518-861-8591
Teacher:	Ending Date:
Starting Date:	Scheduled Letter Days (check all that apply):
Hours/Block(s) to be worked:	<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D

Work Based Learning Coordinator: Joan McGrath	Work Based Learning Contact Number: 518-861-8591 x 1021
Work Based Learning Coordinator Email: mcgrathj@guilderlandschools.net	

The obligations of the parties to this agreement are identified below, as well as in a Student Training Plan and any other documents required to support this agreement.

RESPONSIBILITIES:

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Business:

- ❖ The Mentor agrees to provide communication and direction regarding work responsibilities and any procedures related thereto.
- ❖ Appropriate general safety instruction for each job station or responsibility will be provided.
- ❖ An on-the-Job Contact/Mentor will be identified and assigned to the Student throughout the experience.
- ❖ The Mentor agrees to provide communication and feedback regarding the Student's performance.
- ❖ Students will be accepted into this program and otherwise treated without regard to age, gender, religion, race, disability or sexual orientation.
- ❖ Ensure Student participates according to Student Training Plans and do not participate in jobs that might be deemed unsafe.

School to Work Program:

- ❖ The School to Work Program will be supervised by a Certified Work Based Learning Coordinator.
- ❖ The Work Based Learning Coordinator will provide oversight for the School to Work Program and help facilitate the appropriate placement of students and job coaches within the program
- ❖ The Work Based Learning Coordinator will provide communication between the Mentor, Job Coaches, Parents, Students and the Program
- ❖ Ensure a Job Coach is appropriately assigned and supervising Student's activities during the Student's participation
- ❖ Ensure the Job Coach is routinely tracking the Student's work hours and performance while the Student is participating in the School to Work Program
- ❖ Provide for the safety and supervision of the Student in the School to Work Program
- ❖ The program will comply with Federal and State Labor Department and New York State Education Department laws/regulations. In the event the Student may be working in a New York State Department of Labor (NYSDOL) deemed hazardous location and/or a prohibitive occupation all parties will comply with current USDOL, NYSDOL and NYSED regulations.
- ❖ The School to Work Program will comply with the United States Department of Labor's Employment Relationships under the Fair Labor Standards Act. See **Addendum A** for the applicable terms.
- ❖ Ensure an appropriate Training Plan is established for the Student within the Program, in conjunction with the Student's parents/guardians, the Student's Teachers, the Student's Individual Education Plan, the Employability Profile and the Business.

Student:

- ❖ The Student must abide by all regulations and rules set forth by participating Business. Failure to do so can cause immediate removal from the participating Business (i.e., dress code, behavior, attendance) and/or the School to Work Program.
- ❖ The Student is representing GHS and GCSD, therefore we expect him/her to act and behave appropriately according to the expectations of the GHS Code of Conduct and all GHS Rules and Regulations.
- ❖ The Student will be expected to attend the work site as per his/her schedule. The student must inform the Mentor, the Work Based Learning Coordinator and the GHS Attendance Office by telephone and/or email of all unexpected or planned absences from the worksite during his/her Program experience.
- ❖ The Student agrees to a minimum 10 weeks in the agreed upon work placement. If issues arise, the Students must communicate any concerns to the Job Coach and the Work Based Learning Coordinator.
- ❖ The Student must keep a Daily Record of his/her performance and Hours on the job, according to criteria developed by the School to Work Program and the Work Based Learning Coordinator.
- ❖ The Student must come to school prepared to participate in the School to Work Program on the applicable days. Prepared includes: appropriate attire for the job; appropriate hygiene each morning; and well rested, not tired to the degree where work performance and/or safety could be impacted.
- ❖ Students are expected to use appropriate language and maintain appropriate behavior while participating in the Program
- ❖ Students are expected to be in their assigned work sites at the assigned times, if the Student chooses not to be in at his/her assigned placement in a timely fashion, the Student understands that there are consequences.
- ❖ Students are NOT to consume beverages and/or eat during their work times.
- ❖ Students are NOT to use personnel cell phones during work times.
- ❖ Students are expected to keep money and personal belongings in their personal possession or in a designated place during work times.
- ❖ Students are expected to follow the directions and instructions of their Mentor and Job Coach.
- ❖ Students are expected to be honest and treat and respect the work site, his/her Mentor, other employees, customers and his/her Job Coach.
- ❖ Leave all materials used on the worksite at the worksite when he/she leaves.

- ❖ The Student will **IMMEDIATELY** inform his/her Job Coach and/or Mentor if he/she is hurt, injured or becomes ill on the job, even if it is minor.
- ❖ The Student will be evaluated during the program, and must maintain satisfactory standards of performance to continue in the Program. The specific items for the Student's Evaluation will be outlined in his/her Training Plan.

Parents/Guardians:

- ❖ Ensure Student maintains appropriate attendance at school on a daily basis.
- ❖ Ensure Student comes to school prepared for the activities of his/her School to Work Program.
- ❖ Ensure Student maintains proper hygiene, attendance and behavior during his/her participation in the School to Work Program and that failure to do so may require removal of the Student from the work placement and/or the Program as it may interfere with and/or impede the safety and well-being of the workplace and/or others in that workplace.
- ❖ Agree that Student will be placed in the agreed upon work placement for a minimum period of 10 weeks, unless some unforeseen issues arise and are communicated to the Work Based Learning Coordinator so that any issues or concerns can be addressed.
- ❖ Provide feedback regarding any concerns or issues directly to the Work Based Learning Coordinator.
- ❖ Understand that your son/daughter will be participating in a School to Work Program to learn job related skills and will be supervised by a work place Mentor, a Job Coach and overseen by the Work Based Learning Coordinator.
- ❖ Agree to the evaluation of Student during his/her School to Work Program
- ❖ Agree to process and handle any required documentation and/or program paperwork and/or supplemental items (such as Medical Testing; Immunization records; etc.) in a timely fashion.

The parties hereby agree that good communication and understanding between them is vital to the success of the Students within the Program and the overall achievement of the objectives of the Program. Upon occasion, joint conferences between the Student, the Parent/Guardian, Instructor(s), the Work Based Learning Coordinator and others may be scheduled in order to discuss:

1. The Student's Progress
2. Any Concerns or Misunderstandings
3. The reason for possible termination of the Agreement

This Agreement is not in effect until signed by all parties. This Agreement may be terminated at any time by any party upon written notice to the other parties.

We, as Student, Parent/Guardian, Mentor, and Work Based Learning Coordinator, agree to the terms and conditions as stated above to the best of our ability.

Student Name: _____

Student Signature: _____ **Date:** _____

Parent/Guardian Name: _____

Parent/Guardian Signature: _____ **Date:** _____

Business Mentor Name: _____

Business Mentor Signature: _____ **Date:** _____

WBL Coordinator Name: _____

WBL Coordinator Signature: _____ **Date:** _____

ADDENDUM A

DEPARTMENT OF LABOR GUIDELINES (FAIR LABOR STANDARDS)

(Section 64c08)

The U.S. Department of Labor & Education are committed to the continued development & implementation of individual education programs, in accordance with the Individuals with Disabilities Education Act (IDEA), that will facilitate the transition of students with disabilities from school to employment within their communities. This transition must take place under conditions that will not jeopardize the protections afforded by the Fair Labor Standards Act ("FLSA") to program participants, employees, employers, or programs providing rehabilitation services to individuals with disabilities.

The FLSA and Work Based Learning ("WBL") Career Exploration, Career Assessment, and Work-Related Training Components

The Departments of Labor and Education joined this statement of principle with Policy Guidelines governing the participation of youth with disabilities in employment settings for career exploration, career assessment, and work-related training. Youth with disabilities who engage in nonpaid career exploration, career assessment, and work-related training activities are not considered employees of the businesses in which they receive these services only if they can demonstrate compliance with all of the guidelines below. When schools and employers engaging in these WBL activities with youth with disabilities adhere to all of the following guidelines, they do not violate the provisions of the FLSA. The guidelines are:

- ❖ Participants will be youth with physical and/or mental disabilities for whom competitive employment at or above the minimum wage level is not immediately obtainable and who, because of their disability, will need intensive ongoing support to perform in a work setting.
- ❖ Participation will be for career exploration, career assessment, or work-related training at a worksite placement under the general supervision of public school personnel.
- ❖ Worksite placements will be clearly defined components of Individualized Education Programs (IEPs) developed and designed for the benefit of each student. The statement of needed transition services established for the exploration, assessment, training, or cooperative work experience components will be included in the student's IEP.
- ❖ Information contained in a student's IEP will not have to be made available; however, documentation as to the student's enrollment in the work-based learning program will be made available to the Departments of Labor and Education. The student and his or her parent(s) or guardian(s) must be fully informed of the IEP and the career exploration, career assessment, or work-related training components and have indicated voluntary participation with the understanding that participation in these components does not entitle the student-participant to wages or other compensation for duties performed at the worksite placement.
- ❖ The activities of the student at the worksite do not result in an immediate advantage to the business. The Department of Labor looks at the following factors to determine if this guideline is being met:
 1. There has been no displacement of employees, vacant positions have not been filled, employees have not been relieved of assigned duties
 2. The students are under continued and direct supervision by either representatives of the school or by employees of the business. The student receives ongoing instruction and close supervision at the worksite during the entire experience, resulting in any tasks the student performs being offset by the burden to the employer of providing ongoing training and supervision.
 3. Such placements are made according to the requirements of the student's IEP and not to meet the labor needs of the business.
 4. The periods of time spent by the students at any one site or in any clearly distinguishable job classification are specifically limited by the IEP.
- ❖ While the existence of an employment relationship will not be determined exclusively on the basis of number of hours, as a general rule, each component will not exceed the following limitation during any one school year:
 1. Career exploration-5 hours per job experienced
 2. Career assessment-90 hours per job experienced
 3. Work-Related training-120 hours per job experienced
- ❖ Students are not automatically entitled to employment at the business at the conclusion of their IEP. However, once a student has become an employee, the student cannot be considered a trainee at that particular worksite placement unless in a clearly different occupation.

Schools and participating businesses are responsible for ensuring that all seven of these guidelines are followed