

[REDACTED]

SPOKANE PUBLIC SCHOOLS WORKSITE LEARNING AGREEMENT

1. Parties.

This Worksite Learning Agreement (“Agreement”) is made and entered into by and between Spokane Public Schools, legally referenced as Spokane School District No. 81, a Washington state municipal corporation (“SPS”), [REDACTED], a Washington state [profit/non-profit] corporation (“Worksite”), [REDACTED] (“Student”), and [REDACTED] (“Parents/Guardians”).

2. Purpose and Term.

The purpose of this Agreement is to provide worksite education for students. The Worksite will provide the facilities for the worksite education.

This Agreement shall commence upon full execution and continue through August 31, 20[REDACTED] and shall automatically be renewed for successive one (1) year periods, unless terminated as provided for in the termination provision herein.

4. Worksite Rights and Responsibilities:

4.1 Authority. The Worksite shall have authority to:

- Enforce its written rules of conduct and general appearance expectations with respect to students in the program;
- Terminate the use of its facilities by any student who is associated with this program where flagrant or repeated violations of the Worksite’s rules occur, but only after a complaint about the student has been first discussed with SPS; and
- Take immediate action when necessary to maintain operation of its facility free from disruption, or to remove any student who, in the judgment of the Worksite, engages in any act of gross misconduct or reports for duty in an obviously impaired physical and mental condition.

4.2 Supervision and Training Regarding Students and Regarding SPS Access. The Worksite shall:

- Provide direct supervision of students participating in the program;
- Provide an occupational and training experience for students;
- Monitor employees, agents, subcontractors, and volunteers who have direct contact with students;
- In the event of injury or accident to a student, provide immediate care to the student and report the incident to SPS as soon as possible but at least within twenty-four (24) hours;
- Maintain a safe environment for students, including providing any personal protection equipment;
- Provide a right of access to all Worksite facilities and programs, as it pertains to this Agreement, to SPS, its officers, employees, and agents, and to any other agent or official of the federal, state, or local governmental authorities, at all reasonable times, for the purpose of evaluating educational performance and compliance with this Agreement. By providing a right of access to SPS, the Worksite does not in any way eliminate or reduce its responsibility to supervise students;
- Provide job specific training for student, including safety orientation;
- Instruct all students with respect to safety precautions and regulations related to the activities of the students under the program;
- Provide workers with information concerning working with students;
- Design the training system to **prohibit unsupervised access** to student by any employee,

- owner or subcontractor of Worksite;
- Consult with SPS Worksite Learning Coordinator concerning the student's Worksite Learning Plan;
- Verify attendance and/or time records and provide feedback regarding performance and skill attainment;
- Comply with applicable state and federal laws, while also maintaining policies and procedures covering nondiscrimination, care of students in emergency situations, personnel, fire drills, staff duties and job descriptions, governance board duties and function, and any other policies or procedures that may be required in order for the parties to conduct the activities contemplated by this Agreement; and
- Prohibit any applicant, employee, agent, subcontractor, or volunteer of the Worksite from working at Worksite if such person has contact with children during the course of employment, and if such individual has pled guilty to or been convicted of any felony crime specified under RCW 28A.400.322. The Worksite shall engage in due diligence to learn whether any of its applicants, employees, agents, subcontractors, or volunteers have pled guilty or been convicted of any such crime and shall require their applicants, employees, agents, subcontractors, and volunteers to self-report to the Worksite any such plea or conviction. Any failure to comply with this paragraph shall be grounds for immediate termination of this Agreement by SPS, notwithstanding any other provision in this Agreement.

4.3 **Regularly Scheduled Unsupervised Access to Students.** If Worksite believes or has reason to believe that any applicant, employee, agent, subcontractor, or volunteer of the Worksite may be required to have or may have **regularly scheduled** unsupervised access to students or developmentally disabled persons pursuant to this Agreement, Worksite shall be required to notify the SPS Worksite Learning Coordinator prior to allowing any such access. This requirement is in place because of the requirement for record checks through the Washington State Patrol Criminal Identification System, under RCW 43.43.830-.834, RCW 10.97.30 and .50, and through the Federal Bureau of Investigation before hiring and prior to regularly scheduled unsupervised access to students or developmentally disabled persons.

5. SPS's Rights and Responsibilities:

5.1 SPS Worksite Learning Coordinator Responsibilities: The Coordinator shall:

- Conduct program orientation;
- Visit the learning site to observe program and learning/work activities;
- Monitor progress of Worksite Learning Plans;
- Instruct students in appropriate workplace dress, behavior, basic worksite safety and confidentiality;
- Inform students to whom they should report work place concerns or problems;
- Document all accidents and injuries and report to SPS risk management in a timely manner;
- At a pre-determined time before the education experience, provide the Worksite with the number and names of students to be assigned; the dates and hours of assignment; and educational objectives; and
- Require that students and parents/guardians sign consent and authorization form(s) as deemed appropriate by SPS. No student will be allowed to participate in the program unless and until such student and such student's parents/guardians sign such authorization form(s).

5.2 **Right to Require Compliance with SPS's Rules.** In addition to the Worksite's rules and regulations described herein, SPS retains the right to impose its own rules, regulations, restrictions, policies and procedures on any students or SPS employees who participate in any activities contemplated by this Agreement, regardless of whether such activities occur on SPS property or otherwise.

6. Student Responsibilities:

6.1 Student Responsibilities: The student shall:

- Complete all paperwork prior to participating in the program;
- Provide proof of medical insurance. For instance, parent/guardian provided coverage or student medical coverage plan provided through SPS. The Student may provide parents/guardians' signature on a waiver of accident plan coverage. **(Exhibit A)**;
- Provide emergency medical information including emergency phone contacts and an emergency medical care authorization. **(Exhibit B)**;
- Complete informed consent forms and provide proof of auto insurance if providing own transportation. **(Exhibit C)**;
- Follow all applicable requirements in this Worksite Learning Agreement;
- Work towards completion of the objectives outlined in the Worksite Learning Plan in a timely manner. **(Exhibit D)**;
- Complete release of information form. **(Exhibit E)**;
- Adhere to the Worksite's and SPS' regulations, procedures and policies during the period of instruction;
- Wear identification badges and be properly dressed and groomed at all times;
- Maintain regular attendance in school and on the job and notify the school program coordinator and Worksite supervisor prior to any absence;
- Show honesty, punctuality, a cooperative attitude, proper grooming/dress, and willingness to learn;
- Consult with school program coordinator and/or employer about any problems in a timely manner;
- Submit verified documentation of hours at the learning site to the Worksite supervisor and complete the necessary forms for school credit purposes as required;
- Complete all documents in the Worksite Learning Agreement;
- Report on-the-job accidents or illnesses to the worksite supervisor and school program supervisor immediately and complete appropriate forms.

6.2 Assumption of Risks/Dangers. The Student is fully aware of and assume all the risks and/or dangers inherent in participation in this activity, including the fact that the student will be at a true worksite outside of a school building, that the student will be working with adults other than school employees, and that the student will be working with others who have not had the background record check screening typically conducted at the schools.

7. Parents/Guardians Responsibilities:

7.1 Parent/Guardian Responsibilities: The Parents/Guardians shall:

- Complete all paperwork prior to participating in the program;
- Provide proof of medical insurance. For instance, parent/guardian provided coverage or student medical coverage plan provided through SPS. The Parents/Guardians may provide parents/guardians' signature on a waiver of accident plan coverage. **(Exhibit A)**;
- Provide emergency medical information including emergency phone contacts and an emergency medical care authorization. **(Exhibit B)**;
- Complete informed consent forms and provide proof of auto insurance if parent is providing own transportation. **(Exhibit C)**;
- Complete release of information form. **(Exhibit E)**;
- Follow all applicable requirements in this Worksite Learning Agreement;
- Report on-the-job accidents or illnesses to the worksite supervisor and school program supervisor immediately and complete appropriate forms;

7.2 Assumption of Risks/Dangers. The Parents/Guardians are fully aware of and assume all the

risks and/or dangers inherent in their child's participation in this activity, including the fact their child will be at a true worksite outside of a school building, that their child will be working with adults other than school employees, and that their child will be working with others who have not had the background record check screening typically conducted at the schools.

- 7.3 Consent. The Parents/Guardians give their consent for the Student to participate in the worksite learning experience. The Parents/Guardians are aware of no characteristics or reasons that would prevent their son/daughter from complying with all of applicable rules. The Parents/Guardians shall collaborate with SPS and to ensure Student enthusiasm as well as good attendance and punctual habits.

8. Additional Rights and Responsibilities of Parties:

- 8.1 Compliance with Rules and Laws. The parties shall comply with all laws, ordinances, and regulations of governmental bodies applicable to the program as well as applicable local policies and procedures as they are now or amended.
- 8.2 Cooperation/Communication. The parties acknowledge that regular ongoing communication is vital to the success of the collaborative nature of this Agreement. The following joint meetings of the parties shall occur throughout the term of this Agreement:
- 8.2.1 Team Meeting. SPS and Worksite staff involved with the direct provision of educational services will meet as needed to address issues regarding delivery of services under this Agreement;
- 8.2.2 Program Review. Representatives from SPS and the Worksite shall conduct an annual program review to ensure compliance with this Agreement and to establish goals and objectives for the ensuing school year; and
- 8.2.3 Coordinator of Services. Each party hereby designates the following persons to be their Coordinator of Services under this Agreement:
SPS: [REDACTED]
Worksite: [REDACTED].
- 8.3 No Dual Employment. Nothing contained in this Agreement, or related documents shall be construed as creating any form of an employment relationship between SPS and the Worksite or the employees, agents, subcontractors, or volunteers of SPS and the Worksite. The employees, agents, subcontractors, or volunteers of the Worksite shall not be entitled to any rights or privileges of employment with SPS. The Worksite assumes exclusive responsibility for any and all actions, rights and obligations of its employees, agents, and subcontractors.
- 8.4 Nondiscrimination. In the performance of this Agreement, the parties shall comply with all local, state and federal rules and regulations and shall not discriminate on the basis of age, sex, marital status, race, color, creed, national origin, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability, sexual orientation including gender expression or gender identity, or honorably discharged veteran or military status.
- 8.5 Indemnification/Hold Harmless/Duty to Defend. Each party to this Agreement is responsible for its own acts and omissions and the acts and omissions of its own officers, employees, agents, and volunteers. Each party ("Indemnitor") agrees to defend, indemnify, and hold any other parties ("Indemnitee") harmless from and against any claim, demand, suit, or cause of action, (hereafter "claim"), that may be asserted against the Indemnitee, if and to the extent the claim against the Indemnitee is based on the actual or alleged fault of the Indemnitor or the Indemnitor's officers, employees, agents, or volunteers, and relates to the subject matter of the performance of this

Agreement. This indemnification obligation applies to all costs of investigation, attorney fees, litigation expenses, settlement, and judgment. Where claims are asserted against both an Indemnitor and Indemnitee based on actual or alleged concurrent or shared fault of the parties, an Indemnitor shall not be required to indemnify the Indemnitee for the Indemnitee's own proportionate share of fault. An Indemnitor shall pay all attorney fees and litigation expenses incurred by an Indemnitee in successfully enforcing the indemnification provisions of this Paragraph.

The parties each agree that these indemnification obligations have been specifically negotiated and shall apply to claims made by their own employees, agents, and volunteers against an Indemnitee, and the parties each therefore knowingly and expressly waive any immunity that they otherwise might have been entitled to invoke under Title 51.

8.6 Insurance. During the term of this Agreement, the Worksite shall maintain in force at its own expense, the following insurance:

8.6.1 Worker's Compensation Insurance in compliance with RCW Title 51 (for non-paid sites it is strongly recommended the Worksite provide students with volunteer workers' compensation insurance);

8.6.2 General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under this Agreement;

8.6.3 With respect to the insurance policies required of the Worksite by the immediately preceding subsection 8.9.2 the worksite shall (i) cause the insurers from whom it procures such insurance to issue endorsements to such policies, naming and protecting SPS and its directors, employees, agents, and representatives, as additional insureds under such policies, for all purposes and claims made against SPS or any of them related to or arising from the subject matter or performance of this Agreement; and (ii) the Workplace shall assure that such policies of insurance shall serve as primary-level insurance coverage with respect to any liability insurance separately procured and maintained by SPS, which shall be excess-level insurance;

8.6.4 Professional Liability or Errors and Omissions Liability Insurance. The Worksite shall provide proof of professional liability insurance or errors and omissions liability insurance for all Worksite employees.

8.6.5 There shall be no cancellation, material change, or reduction of limits or intent not to renew insurance coverage(s) without forty-five (45) days written notice from the Workplace or its insurer(s) to SPS. When requested, the Workplace shall furnish acceptable insurance certificates to SPS. Such certificates shall include applicable policy endorsements, the forty-five (45) day cancellation clause, and the deduction or retention level.

8.7 Damage to Property.

The parties shall be responsible to the other parties for damage caused by them to the property owned by the other parties. Each party shall be responsible to replace the damaged property to the reasonable satisfaction of the party who owned the property.

9. Assignment.

Performance of any or all aspects of this Agreement may not be assigned without written authorization by the parties. Likewise, neither party may assign their respective rights to any claims or actions arising out of or relating to this Agreement without written authorization by the parties.

10. Integration/Modification.

This Agreement constitutes the entire and exclusive agreement between the parties regarding this matter and no deviations from its terms shall be allowed unless a formal, written, mutual agreement occurs between the parties. No such modification shall be valid unless the written modification is first provided via certified mail or personal delivery to each of the parties. Actual receipt by a party constitutes compliance with the requirement to send by certified mail or personal delivery.

11. Termination/Written Notice.

SPS and the Worksite may cause this Agreement to terminate immediately, without cause, upon thirty (30) calendar days' written notice via certified mail or personal delivery. Notwithstanding the preceding sentence, the Worksite may not terminate this Agreement without SPS' written consent prior to the end of the then-current academic year. If such notice is not received, the Agreement shall be automatically renewed on the same terms and conditions for additional one (1) year periods. Notice pursuant to this paragraph shall be sent to the parties as follows:

For SPS: [REDACTED]
ATTN: Superintendent
Spokane Public Schools
200 N. Bernard
Spokane, WA 99201

For Worksite: [REDACTED]
ATTN: [REDACTED]
[REDACTED]
Spokane, WA [REDACTED]

12. Waiver/Severability.

No waiver of any breach of any term of this Agreement shall be construed, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless it is in writing and signed by the party waiving the breach.

If any provision of this Agreement is determined to be invalid or ultra vires under any applicable statute or rule of law, it is to that extent omitted and the balance of the Agreement shall be enforceable.

13. Dispute Resolution.

In the event that a dispute shall arise regarding the terms, conditions, or breach of this Agreement, the parties shall, as a condition precedent to taking any action, mediate the dispute using the services of a mutually agreed upon independent mediator. Each party shall split the expenses of the mediator and the facility for the mediation. Each party shall otherwise pay its own expenses.

In the event legal action becomes necessary to enforce or interpret the terms of this Agreement, the parties shall be required to mediate their dispute(s) prior to legal action being commenced. After mediation has occurred, the prevailing party in any legal action shall be entitled to recover reasonable attorneys' fees and costs incurred in such action, as determined by the court. In the event of any appeals from such actions, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred in such

appeals, and determined by the court(s). The term “costs” shall include, in addition to statutory costs and disbursements, all costs associated with discovery depositions, expert witness fees, and out-of-pocket costs incurred by the prevailing party in the prosecution or defense of the action. For the purpose of this paragraph, the term “action” shall be deemed to include any proceeding commenced in the bankruptcy courts of the United States.

14. Governing Law/Venue.

The terms of this Agreement shall be governed by the laws of the State of Washington. In the event that legal action is commenced to resolve a dispute arising out of this Agreement, the venue of such action shall be in Spokane County, Washington.

15. Authority to Sign and Obligate.

The undersigned represent and warrant that they are authorized to enter into this Agreement on behalf of the parties.

16. Effective Date of Agreement.

This Agreement shall not become effective unless and until it is properly executed by the parties.

DATED this [redacted] day of [redacted], 20[redacted]

SPOKANE PUBLIC SCHOOLS:

WORKSITE:

Dr. Mark Anderson
Associate Superintendent,
School Support Services

STUDENT:

PARENT/GUARDIAN:

Exhibit A
Medical Insurance

- Check if provided by Non-Paid Learning Site OR if student is at a Paid Worksite*
- Check if NOT provided by Non-Paid Learning Site AND Fill out information below*

The parents/guardians and student and Worksite understand that even though this is a non-paid position, the student will perform functions which may involve risk or injury as if he/she were a paid employee. To assist families, an optional Student Accident Insurance is recommended. **Initial the appropriate statement:**

- _____ Student is currently enrolled in the Student Accident Insurance
- _____ Student is not enrolled in the Student Accident Insurance, we carry our own private insurance.
Name of Insurance Company _____ Policy # _____
- _____ Other
- _____ Student is not currently covered by insurance. Please send appropriate information/forms to register my student for Student Accident Insurance.
- _____ I wish for my daughter/son to participate in this program. I do not have private medical coverage and do not elect to subscribe to the insurance offered by the school district. I understand that any liability for injury to my daughter/son is my responsibility.

Exhibit B
Emergency Medical Information/Authorization

Student Learner: _____
School: _____ Grade: ___ Teacher: _____
Address: _____ Phone: _____
Date of Birth ___ / ___ / _____ Start Date _____ End Date _____

Parent/Guardian Phone: _____
Address: _____

Emergency Numbers: Work: _____ Pager: _____ Cellular: _____

Emergency Contact _____
Phone: _____
Address: _____

Consent to Treatment

This worksite learning activity provides a learning experience for the students and allows them an opportunity to apply their classroom instruction. I am fully aware of the risks and/or dangers inherent in participating in this activity.

In the event of illness or accident, I understand reasonable efforts will be made to contact the parent/guardian or the emergency contact. **I authorize Spokane Public Schools or worksite learning personnel to secure emergency medical care for myself/my child as needed on my behalf.** I agree to be responsible for the cost of any medical services and to reimburse Spokane Public Schools or the learning site for medical expenses they incur on behalf of myself/my child.

Special medical conditions that would restrict or prevent myself/my child from participating in scheduled activities are: _____

Treatment Restrictions/Allergies: _____

I, as the parent and/or legal guardian of the child stated above, hereby agree to release and hold Spokane Public Schools and the Worksite harmless from, and defend and indemnify them, for any and all damages, losses, injuries, or claims arising as a result of my child's participation in this activity.

Student/Parent/Guardian Signature _____ **Date** _____

**Exhibit C
Parent/Guardian
Elective Course or Program
Student Transportation Agreement**

[Insert form]

Exhibit D
Worksite Learning Plan

Exhibit E
Confidential Release of Information

This worksite learning activity provides on-site employment training to students. In order to meet the needs of the students, it is important to share information about your student with the Worksite supervisor. Only information specific to the student's individual needs and to their worksite learning experience will be shared with the Worksite supervisor.

The Worksite Learning Programs of Spokane Public Schools have my permission to provide pertinent confidential information to the Worksite supervisor that will guide in the development of skills necessary for my student's learning/training and safety at the learning worksite. The information that will be provided is indicated below:

Basic Academic Skill Levels Physical/Medical Needs
 General Behavioral Concerns/Needs Other _____

I give my consent I do not give my consent

Parent/Guardian Signature _____ **Date** _____

Student Signature _____ **Date** _____