



SAMPLE - Individual Training Agreement for Non-Paid Experiential Learning Opportunity

This is a sample form and is intended for districts to modify for their own use

Type of Training Agreement: ___Service Learning ___Community-Based Special Needs
___Non-Paid Intern ___Job Shadowing ___Mentorship

Educational Objective: _____

Student: _____ Age: _____

School: _____ Telephone Number: _____

Teacher Coordinator: _____

Experiential Learning Site/Agency: _____ Telephone Number: _____

Experiential Learning Site/Agency Contact Person: _____

The experiential learning opportunity will begin on _____ and end on _____.

Safety Training will begin on _____ and end on _____.

Coordinator check box and verify completion date of training. List completion date: _____

All participating parties agree to enter into a short-term experiential learning opportunity authorized by the laws of Minnesota for the purpose of providing education, career exploration and training. The following criteria **must** be met for a non-paid experience: 1) The internship is similar to training in an educational environment; 2) The internship is for the benefit of the intern; 3) The employer derives no immediate advantage from the activities of the student; 4) The student does not displace a regular employee and is closely supervised; 5) The student understands he or she is not entitled to receive any wages during the agreement time; and, 6) The student understands he or she is not entitled to a job at the end of the experience. (A short-term activity is considered to be up to 40 hours in length).

This agreement may be terminated for any reason during the probationary period by showing good cause by the student, school district or employer. Copies of this agreement should be distributed to the student, parent/guardian, experiential learning site and the original kept on file at the school. (Attach Training Plan.)

Participants also agree to the following responsibilities in the implementation of this agreement:

Student Agrees to:

- Meet the academic and attendance requirements established by the school district and experiential learning site.
- Abide by the company’s policies and procedures (e.g., attendance, confidentiality, accountability, safety, rules of conduct).
- Maintain acceptable performance at school and at the experiential learning site.
- Participate in progress reviews scheduled with mentors, school personnel and/or parent/guardian; and share information of events or facts relevant to your progress in this program.
- The release of information (e.g., progress reports, grades, activity-related evaluations, and attendance reports) between school and experiential learning site while this agreement is in effect.

Student understands he or she is not entitled to a job at the end of the experiential learning opportunity or to receive any wages during the agreement time.

Student’s Signature: _____ Date: _____

Parent/Guardian of Student Agrees to:

- Support the student in meeting the requirements of the experiential learning opportunity.
- Ensure transportation to and from the experiential learning site is provided when required.
- Participate in any progress reviews scheduled with mentors, school personnel, and student; and communicate information vital to the success and development of the student.
- The release of information (e.g., progress reports, grades, work-related evaluations, and attendance reports) between the school and experiential learning site while this agreement is in effect.

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

School Agrees to:

- Not exclude students from participation in the experiential learning opportunity on the basis of race, color, creed, religion, gender, national origin, age, disability, marital status, and status in regard to public assistance or any other protected groups under state, federal or local Equal Opportunity Laws.
- Support the student in meeting the requirements of the experiential learning opportunity.
- Participate in progress reviews scheduled with mentors, student and student's parent/guardian.
- Comply with all federal, state and local regulations.
- Place students in appropriate experiential learning opportunities based on tested interests, aptitudes and abilities and provide appropriate accommodations when required.
- Provide orientation to the activities and tasks prior to placing students in a non-paid experiential learning opportunity.
- Follow the curriculum provided for the program for all related instruction.
- Assign the appropriately licensed teacher to monitor the experiential learning opportunity (includes regularly scheduled telephone/on-site contact with the student and the experiential learning opportunity site).

School Coordinator's Signature: _____ **Date:** _____

Experiential Learning Site/Supervisor Agrees to:

- Derive no benefit from the activities of the student at their site.
- Not displace a regular employee with the student.
- Assure the student is closely supervised at the experiential learning site.
- Provide evidence of general liability insurance coverage for visitors, volunteers, and non-paid experiential learning opportunities.
- Instruct the student in the competencies identified in the training plan provided and document the student's progress when applicable.
- Conduct progress reviews, when applicable, with the student (which may include the parent/guardian and school personnel) and provide copies of those reviews to the school.
- Not exclude students from participation in the opportunity on the basis of race, color, creed, religion, gender, national origin, age, disability, marital status, and status in regard to public assistance or any other protected groups under state, federal or local Equal Opportunity Laws.
- Protect the student from sexual harassment.
- Provide student with safety training, safe equipment, and a safe and healthful workplace that conforms to all health and safety standards of federal and state law (including the Fair Labor Standards Act, OSHA, and Child Labor).

Experiential Learning Site Supervisor's Signature: _____ **Date:** _____