

## COMMUNITY-BASED NONPAID VOCATIONAL EXPLORATION, ASSESSMENT & TRAINING AGREEMENT

This agreement governs the conditions whereby students with disabilities may receive on- the-job exploration, assessment and/or training while not establishing an employment relationship which would require compliance with the Fair Labor Standard Act.

According to this agreement, \_\_\_\_\_ agrees to permit  
(Business Sponsor)

\_\_\_\_\_, age \_\_\_\_\_ to enter its work site for the purpose  
(Student)

of receiving community-based vocational exploration, assessment, and/or training for:

\_\_\_\_\_  
(Job Classification)

This training agreement will serve as a guide to ensure that the student receives opportunities for training in the specific skills for the job activities selected, as well as the vocational and social skills related to the job. Instructional programs have been developed and will be implemented by \_\_\_\_\_  
(IEP Responsible Teacher)

The student will be on site from \_\_\_\_\_ to \_\_\_\_\_,  
(starting date) (ending date)

on \_\_\_\_\_ from \_\_\_\_\_ am/pm to \_\_\_\_\_ am/pm.  
(days) (start time) (end time)

All parties agree to abide by the guidelines developed by the U.S. Department of Labor and the U.S. Department of Education for nonpaid vocational training sites to include the following:

1. The student participating in this training experience is an individual for whom competitive employment at or above the minimum wage level is not immediately obtainable, and who, because of his/her disability, will need intensive ongoing support to perform in a work setting.
2. The student will participate under the general supervision of public school personnel.
3. Community-based training will be clearly defined in the student's IEP and will be

designed specifically to benefit the student.

4. Documentation of student enrollment in the community-based placement program will be made available to the Departments of Labor and Education upon request.
5. All parties entering into this agreement realize that participation in this training does not entitle the student to wages.
6. The activities of the student at this job site will not result in an immediate advantage to the business. This will include the following:
  - a) There has been no displacement of employees; vacant positions have not been filled (by students); employees have not been relieved of assigned duties; and the students are not performing services that, although not ordinarily performed by employees, clearly are of benefit to the business.
  - b) The students are under continued and direct supervision by either representatives of the school or by employees of the business.
  - c) Such placements are made according to the requirements of the student's IEP and not to meet the labor needs of the business.
  - d) 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. Each component will not exceed the following limitation during anyone school year:

Vocational exploration:	5 hours per job experienced
Vocational assessment:	90 hours per job experienced
Vocational training:	120 hours per job experienced

7. Students are not 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 community-based placement unless in a clearly distinguishable occupation.

It is agreed that all students 16 and 17 years old will not be participating in any training activities that have been declared hazardous by the State of Rhode Island or the U.S. Department of Labor as outlined in Wage Hours Publication 1330. It is further agreed that the training experience will comply with all Occupational Safety & Health Administration.

If any of the above criteria fail to be met during the student's placement, he/she will be withdrawn from the training site.

General Agreements:

The trainer will be responsible for ensuring that the student follows company policies and regulations that apply to all employees.

The student agrees to attend vocational training according to the schedule and participate in the instructional program.

Accident insurance will be provided by a policy carried by the \_\_\_\_\_ School District for students participating in this program.

The business sponsor reserves the right to discontinue the training placement at any time. However, if a problem arises, the employer agrees to discuss the situation with the teacher/trainer immediately to identify solutions prior to discontinuing the training experience.

\_\_\_\_\_  
**Student Name** (Printed)

\_\_\_\_\_  
**Signature** **Date**

\_\_\_\_\_  
**Employer Sponsor** (Printed)

\_\_\_\_\_  
**Signature** **Date**

\_\_\_\_\_  
**IEP School Personnel** (Printed)

\_\_\_\_\_  
**Signature** **Date**

\_\_\_\_\_  
**Parent or Guardian** (Printed)

\_\_\_\_\_  
**Signature** **Date**

\_\_\_\_\_  
**Principal** (Printed)

\_\_\_\_\_  
**Signature** **Date**