

**WASHTENAW INTERMEDIATE SCHOOL DISTRICT  
COMMUNITY OCCUPATIONAL TRAINING**

Agreement of Training conditions and Responsibilities

**TRAINEE:**

Name:		
Address	City	Zip
Phone	Birth date	Age

**SITE:**

Training Site		
Address	City	Zip
Phone	Supervisor(s):	
Trainee's Job Title		
Days & Hours of Training		
Date safety training completed		
Amounts & Times of WISD Supervision		
Date Training Begins	Anticipated Completion Date	
School Supervisor (s)	Beeper #	

**TRAINING GOALS:**

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**The above trainee's program and conditions of training listed below are satisfactory to the WISD and the parties whose signature appear below.**

1. While the existence of an employment relationship will not be determined exclusively on the basis of the number of hours, as a general rule, each component will not exceed the following limitation during any one school year. Training hours for each training experience shall not exceed 45 hours. Multiple training experiences for new skill development (2 or more new skills) may be added. 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.

2. The trainee shall diligently and fatefully perform the work and duties of the job and abide by the plan of training outlined above.
3. The trainer agrees to provide training in the occupation and according to the terms stated.
4. The trainee is subject to the rules and policies of the employer and may be transferred or dismissed if violations occur after the employer has consulted with the school supervisor. **(NO RISK POLICY: If problems/concerns cannot be adjusted to trainer’s SATISFACTION after counseling, the training agreement will be terminated.)**
5. The training of the trainee shall conform to all federal, state and local laws and regulations. The school supervisor, training site supervisor and trainee agree to comply with the following criteria established by the U.S. Department of Labor for a student to be legally placed in a training program:
  - a. The activities of the student at the community-based placement site do not result in an immediate advantage to the business and may even impede operation at times.
  - b. There has been no displacement of employees, vacant positions have not been filled, and employees have not been relieved of assigned duties as a result of the trainee’s placement.
  - c. The students are under continued and direct supervision by either representative of the school or by employees of the business.
  - d. Such placements are made according to the requirements of the student’s IEP and not to meet the labor needs of the business.
  - e. Students are not entitled to employment at the business at the conclusion of the training. However, once the student has become an employee, the student cannot be considered a trainee at the particular community-based placement unless in a clearly distinguishable occupation.
6. The school training supervisor will arrange for in-school related instruction and consultation to parties concerned with this training program.
7. The trainee/student is covered by the school’s liability insurance for time he/she spends in the non-paid training program. The training site is responsible for coverage for any additional claims, losses, or damages to equipment during training in the facility.
8. The trainee/student will not be eligible for workman’s compensation under the participating employer’s coverage (as per Michigan’s Attorney General, Jan. 1980 Ruling).

**SIGNATURE OF PERSONS APPROVING THIS PROGRAM**

<b>Signature of Training Site Supervisor</b>	<b>Date</b>
<b>Signature of Trainee</b>	<b>Date</b>
<b>Signature of Parent</b>	<b>Date</b>
<b>Signature of School Training Supervisor on Behalf of the WISD</b>	<b>Date</b>
<b>Signature of School Homeroom Teacher on Behalf of the WISD</b>	<b>Date</b>