

COMMUNITY-BASED VOCATIONAL TRAINING SITE AGREEMENT
Department of Special Education
Lincoln Public Schools

THIS AGREEMENT is made the ____ day of _____, 20____, by and between Lancaster County School District 001, a/k/a Lincoln Public Schools, hereinafter called the "District," and _____, **for and on behalf of** _____, *(business/organization-PRINT)*
its location at _____, **Lincoln, NE** _____, hereinafter called the "Cooperating Business." *(address-PRINT)* *(zip)*

WITNESSETH

WHEREAS, the District has the authority to conduct community-based training programs for its students, and the Cooperating Business is willing to accommodate community-based training of students according to provisions of this Agreement, and

WHEREAS, the parties desire to enter into an Agreement setting forth the relative conditions and obligations of such a program.

Therefore, for good and valuable consideration, the parties agree as follows:

1. **TERM OF AGREEMENT.** This Agreement shall be in effect from the ____ day of _____, 20____, to the ____ day of _____, 20____. Either party may terminate this Agreement **at any time** upon seven (7) school days notice when in its sole discretion the other party is not fulfilling any of the terms and conditions of this Agreement.
2. **COOPERATING BUSINESS.** The Cooperating Business agrees to accept students in training programs for the purpose of **allowing District to provide** occupational experience of instructional value to students of the District. The students will receive the same consideration given regular employees with regard to safety, **and** general work conditions. The Cooperating Business agrees **to cooperate with District in allowing District** to provide community-based vocational training to students in accordance with the District programs and guidelines and in accordance with applicable federal and state law, including child labor laws and the FLSA, **and District and Cooperating Business** will not discriminate in employment policies, educational programs or activities for reason of race, sex, color, religion, national origin, marital status, age or disability. The Cooperating Business will provide on-site space and materials for vocational training and shall notify the District's on-site staff in event of any problems or dissatisfactions.
3. **DISTRICT.** The District is responsible for providing on-site supervision and instruction to the students, with an emphasis on safety, production, and appropriate work behavior. The student's training activity will be under the supervision of a qualified supervisor provided by the District. The District shall monitor quality control of work performed by the students.
4. **TRAINING PROGRAM.** The Cooperating Business and the District, along with the student parent/legal guardian, shall execute **prior to the student participating in the Training programs** Training Agreements for each of the respective students in the form attached hereto as Exhibit "A," and the student shall be assigned to perform the training activities specified in such Training Agreements. The terms of this Agreement shall be deemed to be incorporated into each such Training Agreement, **including but not limited to receiving the student's parent(s)/legal guardian written proof of medical insurance and/or qualification and coverage under a government or other program to cover any expenses incurred for medical treatment or services provided to the students by Cooperative Business.** The students shall not be made or considered an employee of the Cooperating Business by reason of training, but shall be considered students deriving vocational training from a course of study with the District without compensation from the Cooperating Business. The Cooperating Business will not use students to displace a regular worker. Upon the completion of the Training Agreement, the Cooperating Business is in no way obligated to provide employment for the student. The parties shall comply with the Federal Child Labor Requirements in Non-Agricultural Occupations as outlined in Child Labor Bulletin 101, which Cooperating Business acknowledges having received.
5. **MUTUAL RELEASE.**
 - (a) The District agrees that it will **indemnify and** hold the Cooperating Business harmless from any claim or liability, **costs and expenses** arising out of the **negligent act or omission** of District, its agents, servants, or employees or students **in carrying out their duties and responsibilities or training under this Agreement.**
 - (b) The Cooperating Business agrees it will indemnify and hold the District harmless from any claim or liability, **costs and expenses** arising out of **negligent act or omission** of the Cooperating Business, its agents, servants, and employees **in carrying out its duties and responsibilities under this Agreement.**

6. MEDICAL EXPENSES. The Cooperating Business agrees that the District shall not be responsible for any expenses incurred for medical treatment or services provided to the students, **provided, however, District warrants and represents that it has used all reasonable means to require parent(s)/legal guardian of students in the program be covered by medical insurance and/or be qualified and covered under a government program or other program to cover any expenses incurred for medical treatment or services provided to the students by Cooperating Business.**

7. SEVERABILITY AND NOTICE. If any provision or paragraph of this Agreement is unenforceable, the remaining provisions and paragraphs shall nevertheless be carried into effect and of full force and effect. Any notice required to be given hereunder shall be deemed to be properly served three (3) days after date of mailing if sent by Certified Mail, postage prepaid, addressed as follows:

To the District: Lincoln Public Schools
5905 "O" Street
Lincoln, NE 68510
Attention: Director of Special Education

To the Cooperating Business: Business Address: _____
Attention: _____

or such other address or addresses as either party may hereafter designate in writing to the other. Any notice or demand so mailed shall be effective for all purposes at the time of deposit thereof in the United States mail.

8. AUTHORITY. Both parties warrant and represent that they have full and legal authority to execute this Agreement in behalf of the entities they represent and to bind their entities to this Agreement to carry out its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

LANCASTER COUNTY SCHOOL DISTRICT 001,
A/K/A LINCOLN PUBLIC SCHOOLS

BY: _____
(LPS Associate Superintendent for Business Affairs–signature)

BY: _____
(Cooperating business representative's signature)

(Cooperating business representative's title–PRINT)

School Name: _____
(PRINT)

School Coordinator/Administrator: _____
(PRINT)