

NUMBER: 695

SUBJECT: WORK-BASED ACTIVITY PLAN & AGENCY AGREEMENT

APPROVAL DATE OF LAST REVISION: NOVEMBER 23, 2015; JUNE 19, 2017, OCTOBER 17, 2017

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### **695.1 – PLAN**

All training at Bridgerland Technical College is *competency*-based. Competency-based education utilizes hands-on experiences allowing students to master skills required for successful employment. Work-based activities including internal lab opportunities and/or external externship/clinical opportunities provide real or simulated job experiences. These experiences are an integral part of the learning at the College. Work-based activities are utilized to provide a continuation of classroom learning where real world projects, provided by the public, solidify previous learning. Programs that use work-based activities as part of the program will follow this written, instructional work-based activity plan.

**Council on Occupational Education Definition** – Work-Based Activities are defined as: “structured learning activities conducted in supervised work settings external to the institution or in a setting that involves the public (for example: clients who are served by the institution in cosmetology clinical or automotive technology settings) that are components of educational programs (e.g., externships, internships, clinical experiences, industrial cooperative education, and similar activities). These activities must be planned with at least two objectives:

1. To provide students with opportunity to develop and apply a ‘real-world’ work experience using the knowledge and skills they attained in their program of study; and,
2. To provide the institutions with objective input from potential employers or customers of program graduates.”

### **695.2 – COLLEGE RESPONSIBILITIES**

The College shall be responsible for the implementation and operation of the work-based components of its programs. Neither the College nor any program participant shall interfere with or adversely affect the operation of the Cooperating Agency, facility, or the performance of services therein.

All work-based activities conducted by the institution will be supervised by the department head or his/her qualified designee. If not the department head, it is his/her responsibility to designate the person with appropriate qualifications who will function as the work-based activities supervisor. Responsibilities shall include, but not be limited to the following:

The College will:

- a. maintain liability insurance, provided by Risk Management
- b. maintain worker’s compensation on the student
- c. award applicable hours for activities/work performed, not to exceed the maximum hours available
- d. be solely responsible for the grading of students
- e. shall require students to dress in accordance with dress code and personal appearance standards of the Cooperating Agency

The Department Head/Designee will:

- a. function as the liaison for the College, student, and externship/clinical site
- b. approve work-based activities
- c. orient students to work-based experiences
- d. ensure students have the necessary qualifications
- e. provide evaluative tools
- f. continue oral and written communication regarding safety, student performance and evaluation, attendance, and assignments and other pertinent information
- g. resolve issues, concerns, or behavioral problems in a timely manner as reported by the On-site Employer Representative
- h. designate an on-site employer representative (where applicable) responsible for guiding and overseeing the students learning experiences
- i. evaluate the final performance of the student in cooperation with the On-Site Employer Representative (where applicable)

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### ***695.3 – STUDENT RESPONSIBILITIES***

For participation in work-based activities, programs may have additional criteria. However, at a minimum students will:

- a. be in good standing (demonstrated good attendance, good work habits, good attitude, and professionally appropriate appearance)
- b. possess the skill and ability to perform the work required
- c. be approved by the program instructor or department head
- d. pay all required tuition and fees (if applicable)
- e. conform to all policies, regulations, and requirements of the employer
- f. adhere to the College Code of Conduct
- g. display integrity and adhere to work confidentiality requirements
- h. agree to maintain a good work ethic in all areas pertaining to the job

### ***695.4 – EXTERNSHIP/CLINICAL SITE RESPONSIBILITIES***

Work-based activities (e.g., externships, internships, clinical experiences, industrial cooperative education, and similar activities) provide an important role in the education of the student. External sites expand opportunities for “real-world” experiences. In becoming a work-based site, each business agrees to:

- a. admit students without discrimination (race, sex, cred, or national origin)
- b. orient students to expectations and standards
- c. provide a safe work environment and necessary training
- d. provide work projects that contribute to the student's learning experience and related to the student's program of study
- e. agrees to coordinate rotation and assignment schedules
- f. allow visitations by applicable faculty to observe student work and verify student progress
- g. comply with state and federal employment laws
- h. identify an On-site Employer Representative
- i. ensure the On-site Employer Representative possess appropriate qualifications
- j. ensure that students are provided an appropriate educational experience and are not used in place of other paid personnel
- k. provide all required employment benefits if the student is paid (ongoing employment is not a guarantee once the work-based activity is completed)

#### ***695.4.1 – ON-SITE EMPLOYER REPRESENTATIVE RESPONSIBILITIES***

The work-based activity plan will designate an On-site Employer Representative (when applicable) responsible for guiding and overseeing the students' learning experiences and participating in the students' written evaluations.

The On-site Employer Representative must:

- a. possess appropriate qualifications
- b. be an employee of the work site
- c. supervise and evaluate students' learning experiences and performance (if applicable)
- d. provide on-the-job assistance/instruction as needed by the student
- e. evaluate student progress in meeting objectives established for the work-based activity
- f. complete necessary evaluations and forms
- g. keep student information, including performance evaluations, confidential
- h. provide feedback to the College regarding student performance
- i. contact Department Head or his/her designee if a student's performance is unsatisfactory

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***695.4.2 – ON-CAMPUS WORK-BASED ACTIVITIES***

On-campus work-based activities are structured learning activities conducted in a supervised work setting internal to the institution involving the public (for example: clients who are served by the institution in Cosmetology clinical or Automotive Technology settings). The on-campus work-based activities will be supervised by a designated employee/instructor.

The On-Campus Supervisor must:

- a. possess appropriate qualifications
- b. must be an employee of the College
- c. supervise and evaluate the students' learning experiences and performance (if applicable)
- d. provide on-the-job assistance/instruction as needed by the student
- e. evaluate student performance
- f. complete necessary evaluations and forms
- g. keep student information, including performance evaluations, confidential
- h. contact Department Head or his/her designee if a student's performance is unsatisfactory
- i. facilitate customer evaluation of student performance



**This Work-based Activity Affiliation Agreement** is made and entered into by and between **Bridgerland Technical College** (“College”) and the company identified below (“Externship/Clinical Site”). All parties entering into this agreement agree to the both the terms identified in the **College Work-based Activity Plan (College Policy 695) and the items listed below.**

\_\_\_\_\_  
(Cooperating Agency Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Phone)

**Safety** - The safety of students is of the utmost importance to both the Externship/Clinical Site and the College. This should be maintained by providing a supervised, safe working environment at all times. Both the Externship/Clinical Site and the College shall be protected in accordance with the law (exclusive remedy) as it relates to claims for personal or property damage.

**Withdrawal of Program Participants** - The Externship/Clinical Site may immediately remove, from the premises, any student who poses an immediate threat or danger to personnel.

The Externship/Clinical Site may request the withdrawal or dismissal of a student or other program participant from the facility when his or her work-based experience performance is unsatisfactory, or his or her behavior is disruptive or detrimental to the Externship/Clinical Site. In such event, said program participant’s participation in the program shall immediately cease.

**Indemnification** – The Externship/Clinical Site further acknowledges that the College is a governmental entity under the Governmental Immunity Act of Utah. Nothing in the agreement shall be construed as a waiver by the College of any protections, rights, or defenses applicable to the College under the act. It is not the intent of the College to incur by contract any liability for the operations, acts, or omissions of the other party or any third party; and nothing in the agreement shall be so interpreted or construed. Without limiting the generality of the foregoing, and notwithstanding any provisions to the contrary in the agreement, any obligation of the College in the agreement to indemnify or defend contained in the agreement are subject to the act.

**Insurance** – The College is insured through its participation in the Utah State Risk Management Fund. Nothing in the agreement shall require the College to carry different or additional insurance, and any obligations of the College contained in the main agreement to name a party as additional insured shall be limited to naming such party as additional insured with respect to the College’s negligent acts or omissions. If the College is called upon to defend, indemnify, or hold harmless the Externship/Clinical Site, a defense shall be provided by the Utah State Division of Risk Management through its contracted Assistant Attorneys General.

**Independent Contractor** – The parties hereby acknowledge that they are independent contractors, and neither the College nor any of its agents, representatives, students, or employees shall be considered agents, representatives, or employees of the Externship/Clinical Site. In no event shall this agreement be construed as establishing a partnership, joint venture, or similar relationship between the parties hereto. The College shall be liable for its own debts, obligations, acts, and omissions, including the payment of all required withholding, social security, and other taxes or benefits. The provisions of this article shall survive expiration or other termination of this agreement regardless of the cause of such termination.

**Non-Discrimination** – There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status, or handicap in either the selection of students for participation in the program, or as to any aspect of the clinical training; provided however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the student’s effective participation in the program.

**Confidentiality** – The College and all program participants agree to keep strictly confidential and hold in trust all confidential information of the Externship/Clinical Site. The aforementioned shall not disclose or reveal any confidential information to any third party without the express prior written consent of the Externship/Clinical Site. The College shall not disclose the terms of this agreement to any person who is not a party to this agreement, except as required by law or as authorized by the Externship/Clinical Site. Unauthorized disclosure of confidential information or of the terms of this agreement shall be a material breach of this agreement and shall immediately terminate this agreement upon written notice to the College. The provisions of this article shall survive expiration or other termination of this agreement regardless of the cause of such termination.

**Termination** – It is unnecessary to renew the terms of this agreement unless formal changes are made and approved by the Bridgerland Technical College Board of Directors. The term of this agreement shall commence starting \_\_\_\_\_ and shall remain in effect until terminated in writing by either party.

Except as otherwise provided herein, either party may terminate this agreement at any time without cause upon at least thirty (30) days’ prior written notice, provided that all students currently enrolled in the program at the Externship/Clinical Site at the time of the notice of termination shall be given the opportunity to complete their program at the Externship/Clinical Site. Such completion shall not exceed three (3) months.

\_\_\_\_\_  
Program

\_\_\_\_\_  
College Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employer Representative Title