

LETTER OF UNDERSTANDING BETWEEN THE BLYTH SCHOOL COMMUNITY COLLEGE
AND EMPLOYERS PROVIDING WORK RELATED ACTIVITIES

Dear Sir/Madam

To ensure that the principal conditions of the Work Experience Scheme and the arrangements between the Employer and The Blyth School are fully understood, I should like to set out the following essential points:

THE JOB

1. The Student will carry out meaningful work, as described in an agreed Job Description. The Employer will ensure that the work will be planned by a responsible person and the Student will receive appropriate induction, instructions and supervision during the period of the work experience.
2. Pre 16 and Post 16 Students attached to a school's work experience programme will not receive any payment for this work, in accordance with the current Education Act. The Employer may, however, wish to contribute directly to the Student, towards the cost of travel and meals, but this is not an obligation.
3. The Student will work the hours shown on the agreed Job Description, in accordance with employment regulations for Young Persons.

HEALTH, SAFETY, WELFARE AND SECURITY

4. The Employer will ensure that the Student does not operate any hazardous machinery, or carry out work of an unsuitable nature, and that any protective clothing/equipment is supplied where necessary and instruction given on its use. The Employer undertakes to restrain any animal likely to cause harm to a Student while undertaking work experience. The Employer recognises that a Student on work experience is regarded as an employee for the purposes of Health and Safety legislation and the associate duty of care.
5. The Employer recognises the need for risk assessments to be carried out for Students before the placement, and that this is communicated to the parent/guardian. The Employer also undertakes to monitor and modify this risk assessment during the placement to take account of an individual Student's capabilities.
6. The Student will be required to sign an Agreement stating that he/she:
 - (i) Will not disclose any information confidential to the Employer;
 - (ii) Will obey all safety, security and other instructions given by the Employer.
7. The Student's parent/guardian will undertake to see that the Student carries out the obligations (in 6) and will confirm that he/she is not suffering from any complaint that will create a hazard either to the Student or to those working with him/her. The Employer will be advised of any known details concerning the Student which may require special attention to ensure a successful placement.
8. In case of absence, accident or sickness the Employer will immediately notify the School. If necessary the Student will be allowed to use whatever first aid facilities the Employer provides.

CHILD PROTECTION

9. The Employer is reminded of his/her duty of care towards young people and to consider the suitability of staff who work with young people. The Employer endorses the statement of principles contained in the child protection guidance. The Employer is also reminded to disclose staff, where known, who are disqualified from working with children, where appropriate, in accordance with The Criminal Justice and Court Services Act 2000.

INSURANCE

10. Where applicable the Employer will arrange for Employer's Liability (Compulsory) Insurance, Public Liability Insurance and Vehicle Insurance, and will confirm that Students on work related learning schemes are covered by each policy. The Employer will accept, or insure against liability for loss, damage or injury caused by the Student, whilst on work experience with the organisation, to the Employer's property (material damage), other employees or third party, in the same way as for paid employees. The Employer will notify their insurer of Student participation in work experience.

DATA PROTECTION

11. The Employer gives permission for The Blyth School to process Employer personal details for the purposes of work experience and Education Business Link Activities, in accordance with the Data Protection Act 1998. Student's personal details are confidential and should be safeguarded in accordance with the Data Protection Act 1998.

MONITORING

12. The Employer will permit access for monitoring purposes to representatives of The Blyth School.

STATUTORY OBLIGATIONS

13. The Employer agrees to observe any such relevant/current legislation, in particular that relating to Health & Safety, and legislation in respect of Sex Discrimination, Race Relations, Disability and the Children Act.