



ITALIAN MINISTRY OF EDUCATION

## Alessandro Manzoni High School

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N° protocol **5388/6.9.d** 08/11/2018

### AGREEMENT FOR CURRICULAR WORK EXPERIENCE

#### ( ALTERNATING SCHOOL/WORK EXPERIENCE)

( under the provisions of DGR n°825 , 25/10/13 and DDUO n°10031, 15/11/13)

#### STIPULATED BETWEEN

The promoting subject, hereafter ISTITUTO SECONDARI SUPERIORE “ALESSANDRO MANZONI” , situated in SUZZARA , Via Mantova 13, tel. 0039 0376 525174, CF 82002350203, represented by the **Headmistress**

**Mrs Paola Bruschi** .( CF BRSPLA56D51E089 J)

**And** \_\_\_\_\_

the host company or body, whose registered office is situated  
in \_\_\_\_\_

Fiscal Details \_\_\_\_\_

Represented by \_\_\_\_\_

Function/Job description \_\_\_\_\_

#### With the premise that

On 25/10/13 the Lombardy Regional Government deliberated and approved the “New Regional Guidelines regarding Work Experience “ ( hereafter the New Guidelines), under which it is possible for students to carry out work experience , which does NOT constitute a form of employment , aimed at reaching the specific learning objectives of the course of study, as established by the curriculum , within the

comprehensive time period of the student's compulsory education/ academic experience, even if carried out in periods outwith the school or academic year.

**With the further provision that**

Under state law n°107, dated 13<sup>th</sup> July 2015, article 1, comma 33-34, alternating school/ work experience has become an organic part of the three year formative pact made between the student and the educational institute as an integral part of the curriculum

**It is agreed as follows**

**ARTICLE 1**

Definition of the work experience as object of the agreement

1. The host , as agreed on with the promoting school , undertakes to accept students in possession of the requisites established by the regional guidelines , compatible with its own organizational needs and in accordance with the operational mode which shall be agreed upon; these students shall hereafter be known as “trainees” and , in accordance with their individual educational project , they will carry out a *Curricular Work Experience* aimed at reaching the formative objectives indicated in the aforementioned project , see article 2 below .
2. The work experience will be carried out within the time frame defined in the individual educational project ; the work experience may be considered as:
  - .a.) suspended for pregnancy, illness or accident or formalized ending of the experience by the host for a period inferior to 60 days; the period of suspension is not to be calculated within the total duration of the work experience , which may restart after the period of suspension by agreement between the host party and the trainee , in respect of all the obligations defined by this agreement and the individual educational project.
  - b) terminated for pregnancy, long illness or accident or formalized ending of the experience by the host for a period equal to or over 60 days. In this case the work experience is considered as terminated and its duration corresponds to the period of work experience effectively carried out.
3. The time frame stipulated above may be extended within the maximum limit foreseen by the curriculum or the course , with the agreement of all parties and in respect of all the obligations defined by this agreement and the individual educational project.

**ARTICLE 2**

**INDIVIDUAL EDUCATIONAL PROJECT**

1. The objectives, mode and regulations of the training , together with the results expected for the learning experience are defined by the Individual Educational Project which must be signed by all parties and countersigned by the trainee.
2. Each Individual Educational Project is to be considered an integral and substantive part of the Agreement.

3. All parties are held to guarantee the trainee the educational experience as foreseen by the Individual Educational Project , including the function of tutoring as laid out by Article 3 below.

### **ARTICLE 3**

#### **TUTORING**

1. During the training the activities are supervised and verified by the tutor nominated by the promoting body together with the tutor named by the host , both of which are indicated in the Individual Educational Project. Each of the parties may effect motivated substitution of the tutors initially indicated, with due notice given to all the parties involved.
2. Each tutor named by the promoter is nominated respecting the requisites indicated by the regional guidelines , he/she collaborates in drafting the Individual Educational Project, deals with the organization and monitoring of the training and with the preparation of the final certificates that attest to the work experience.
3. Each tutor named by the host is nominated respecting the requisites indicated by the regional guidelines; he/she is responsible for the implementation of the Individual Educational Project and the placing of the trainee within the work place for the duration of the training. In addition he/she is responsible for the updating of the relative documents pertaining to the Individual Educational Project ( eg registers, etc)
4. At the end of the training the tutor named by the host , on the basis of his/her own observations and on the data gathered from discussion with the promoting tutor will express an evaluation of the results of the training; this is then included in the certification of the training experience.

### **ARTICLE 4**

#### **RIGHTS AND DUTIES OF THE TRAINEE**

1. All parties concur with the trainee that
  - a) During the training the trainee is expected to carry out all the activities established under the Individual Educational Project and agreed on by both tutors , to observe the working hours set out and to inform the host tutor and promoting tutor of any eventual absences, to respect the work space and the needs of coordinating the training with the activities required by the host body.
  - b) During the internship the trainee must respect the rules of hygiene, safety and health in the workplace and, in particular, guarantee his/her effective attendance at the training activities prescribed by D.Lgs. 81/08 ( the Italian law on health and safety in the workplace) .
  - c) The trainee must observe the regulations concerning data and must not reveal strictly confidential, data, information or knowledge about administration or production processes, acquired during the training period.

- d) The trainee has the right to interrupt the training at any time, giving motivated reason to both tutors.

2. As far as payment is concerned all parties concur in agreeing that no indemnity is foreseen nor need be made.

3. At the end of the training, the promoting subject will issue the trainee with the certificates established by the regional guidelines, to wit:

a) certificate that attests to the training itself, comprising the type of training undertaken, the location and the time period involved.

b) a certificate of the eventual competence acquired during the training.

## **ARTICLE 5**

### **DUTIES OF THE PROMOTING BODY**

1. The promoter is obliged to :

- a) Insure the trainee against work related accident through the INAIL;
- b) Insure the trainee against civil liability with an insurance company operating in the sector
- c) Verify that the trainee is in possession of a certificate of fitness for work where this is required
- d) Monitor the respect of the rights and the duties of the trainee

## **ARTICLE 6**

### **DUTIES OF THE HOST SUBJECT**

1. The host subject undertakes to:

- a) furnish adequate guarantees, through self-certification, regarding observance of the regulations covered by article 17( comma1, letter a) and article 28 of D.Lgs. 81/08, concerning the drafting of a written evaluation of all risks to the health and safety of employees and of the custody of such a document within the company .
- b) supply the trainee with the same safeguards and information adopted for the corresponding work given to the host bodies own personnel in observance of D.Lgs. 81/08 (article2, comma 1, letter a) , treating the trainee as equal to its own employees even though the training does not constitute a formal contract of employment .
- c) supply the promoter with all the information required to activate and monitor the training and any eventual variation in the course of the experience, respecting the legal obligations.
- d) collaborate with the promoter to monitor the experience and its final evaluation.

## **ARTICLE 7**

### **INSURANCE**

1. Each trainee is insured :

- a) Through the National Insurance against work related accidents and professional illness by the promoter on behalf of the State
- b) By an appropriate insurance company against third party civil liability by the promoter. Insurance cover also comprises any eventual activity carried out outside of the premises of the host body which fall within the Individual Educational Project.

## **ARTICLE 8**

### MEASURES CONCERNING HEALTH AND SAFETY IN THE WORKPLACE

Given that under Article 2, comma 1 letter a) of D.Lgs. 81/08 “ Testo Unico sulla salute e sicurezza sul lavoro” ( comprehensive text that collates all the measures in Italian law regarding health and safety at work ), the trainee is, by disposition of the above law, to be understood as being in the same position as a worker, the parties concerned undertake to comply with the tutelary measures and obligations established by the law as follows:

- a) “Training of the workers and their representatives” as established by D.Lgs. 81/08( article 37) as defined by the Permanent Conference for relations between State, Regions and Autonomous Provinces n° 221/CSR dated 21/12/2011:  
 General health and safety training carried out by the promoter  
 Specific training: not foreseen
- b) “Health supervision” under the provisions of D.Lgs. 81/08( article 41) responsibility of the host body
- c) “Information to the workers” under the provisions of D.Lgs. 81/08( article 36) responsibility of the host body

## **ARTICLE 9**

### LENGTH OF THE AGREEMENT

1. The present agreement has validity from the date of its signing to the end of the experience.
2. Each of the signatories may recede from the undertakings made through the present agreement for the sole reasons below
  - a) In the case that the behavior of the trainee is such as to invalidate the aims of his/her Individual Educational Project
  - b) The host subject does not respect the content of the Individual Educational Project or does not permit the effective development of the training experience.

3. Cessation of the agreement must be immediately communicated, including telephonically, to the other party and to the trainee and then formally confirmed in writing by registered post or e-mail through a PEC address.

Attached to this agreement as constituting parts of the same are:

-the Individual Educational Project

-the document concerning adhesion to the initiative/ parental or guardian’s authorization of the same (in the case of minors)

-Certificate of fitness for work, where applicable

In full awareness of the criminal liability that may be incurred in the event of false declarations, of the creation and/or use of falsified documents, as cited by article 76 of the D.P.R.28/12/200 n°445

concerning Administrative Documents , the promoter and the host subject, declare, within the limits of their own competence and under their own responsibility that the requisites, limits and obligations comprised in D.g.r n°825 dated 25/10/2013 are met .

Suzzara , .././20.....

The Promoter	Istituto d'Istruzione Secondaria Superiore "ALESSANDRO MANZONI" "	<i>Paola Bruschi</i> Headmistress
THE Host Subject		