

Lycée Bartholdi



CONVENTION DE STAGE EN MILIEU PROFESSIONNEL

AGREEMENT WORK EXPERIENCE IN A COMPANY FULL TIME STUDENT

Vu la délibération du conseil d'administration du lycée en date du 1^{er} Décembre 2009 approuvant la convention-type,

Vu la délibération du conseil d'administration du lycée en date du 1^{er} Décembre 2009 autorisant le chef d'établissement à conclure au nom de l'établissement toute convention conforme à la convention-type,

Vu la délibération du conseil d'administration du lycée en date du 17 avril 2012.

Between the company (or organisation) designated below:

Name of the host company or organisation :

Address of the premises at which the student will be working :

Country :

Company's field of expertise :

Telephone number :

Fax number :

Company registration number (if required) :

e-mail :

Represented by: Name :

Position :

And the school

Name and address: Lycée Bartholdi – 9 rue du Lycée
F-68025 COLMAR

Telephone number : 00 33 3 89 20 83 30

Fax number: 00 33 3 88 60 25 16

Represented by the head of school : Eric Mariet

e-mail: ce.0680007N@ac-strasbourg.fr

Medical Insurance Centre covering the school:

For the student:

First name :

Last name :

Date of birth :

Nationality :

Class :

Home address :

For the period:

from

to

Article 1: aim of the agreement

The aim of this agreement is to set up, for the benefit of the designated student, training periods in a workplace abroad, within the context of vocational training.

The agreement includes general provisions, with specific provisions indicated in the pedagogical and financial appendices.

Article 2: terms

The educational terms of the training period in the workplace are defined in the **pedagogical** appendix.

The terms for the payment of costs pertaining to the training period, as well as insurance terms, are defined in the **financial appendix**.

The agreement, together with its appendices, is signed by the head of the school and the representative from the host company or organisation. It is also signed by the student and, if he or she is under the age of 18, by his or her legal representative. It must also be shown to the teachers and company tutor responsible for monitoring the student's progress.

The agreement is then sent to the family for information.

Article 3: status of the student

The trainee retains his student status during his training period in a workplace. He remains under the authority and responsibility of the head of the school.

He may not claim any salary from the company. However, he may receive payment at the company's discretion.

The trainee is involved in the activities of the host company or organisation, which have a direct link with his studies. He is bound to professional secrecy.

He is subject to general rules applying in the host company or organisation, particularly with regard to safety, discipline and working hours, subject to the provisions of articles 4 and 5 of this agreement.

Article 4: working hours

All trainees are subject to legal daily and weekly working hours in force in the host country.

Article 5: working hours for trainees under the age of 18

For trainees under the age of 18 in a European Union country, the provisions relating to working hours and rest time included in the European Directive 94/33/CE dated June 22nd, 1994 on the protection of young people at work are applied.

In other countries, where daily and weekly working hours are defined for young trainees under the age of 18, the host company or organisation must apply these hours to trainees who are considered as workers under the age of 18 in the host country.

Overtime and night work are forbidden for trainees under the age of 18.

They must benefit from 2 days off work per week, when possible on consecutive days.

Article 5.1 : Successive training periods

Successive training periods, with different agreements, to carry out a training period in a similar position is only possible after expiry of a waiting period equal to a third of the length of the previous training period. This clause does not apply when the previous training period has been stopped before completion on the trainee's initiative.

Article 5.2 : Bonuses, refund of expenses, and perks

For a training period shorter than two consecutive months, the trainee cannot claim any pay from the company. However, a bonus may be granted.

For a training period longer than two consecutive months, or within the same school or university year, two consecutive or not consecutive months, the training period(s) will entitle the trainee to a bonus paid monthly, the amount of which is determined by collective agreement or, if none exists, by decree. This bonus does not qualify as a salary as in article L. 3221-3 of the French Labour Laws (loi n°2011-893 dated 28 July 2011 – articles L612-11)

Article 6: safety and work forbidden to trainees under the age of 18

If trainees use machines, devices or dangerous products, the company must request the necessary authorisations, pursuant to regulations in force in the host country.

For trainees under the age of 18 in a European Union country, the provisions relating to work that is forbidden included in the European Directive 94/33/CE dated June 22nd, 1994 on the protection of young people at work are applied.

Students authorised to use machines, devices or dangerous products or to carry out tasks that are normally forbidden to them may perform such tasks only with the authorisation of their tutor, and under the latter's permanent control.

If no protective regulations exist in the host country, trainees under the age of eighteen may not carry out any work that could have a harmful effect on their health and safety.

Article 7: safety with regard to electrical installations

Trainees who are called on to work, during their training period, on electrical installations and equipment, or in their vicinity, are authorised to do so only in accordance with regulations in force in the host country.

In addition to training with regard to electrical hazards provided by the school, information must be given to trainees by the host company on the risks inherent to its installations, prior to any work being performed by trainees on the equipment in question.

Article 8: cover for accidents at work

When working abroad, trainees will continue to benefit from French legislation on accidents at work.

In case of an accident happening abroad, the trainee or, in case of impossibility, the tutor will inform the head of the school or the contact person as soon as possible. On reception of the information, the head of the school will state the accident and send it to the relevant medical insurance centre.

If the student is living on the premises where he is working as a trainee, any accident linked to the activities of the host company will be covered under the terms of legislation on accidents at work. This cover does not extend, however, to accidents that have no link with the company's activities.

Article 9: liability and insurance

The head of the school will take out insurance cover for the student's third party liability for any damage that he may cause during the period he is a trainee working in the foreign company.

Damage that occurs outside of the host company and during activities that are external to the work are not covered either by legislation on accidents at work or by the aforementioned insurance cover taken out by the head of the school. Consequently, it is the families' responsibility to take out insurance to cover both the damage caused by students and any damage that they may suffer from.

Article 10: discipline

The head of the school and the representative from the host company or organisation will keep each other mutually informed of any difficulty (particularly linked to absence on the part of the student) that may arise from application of this agreement and they will take, by mutual agreement and in liaison with the teaching staff, *any measure that may prove necessary, which may go as far as sending the student home*, particularly in case of lack of discipline. If this should occur, it will be up to the school to pay for the cost of the student's journey home; this amount may then be claimed back from the student's parents, when applicable.

Article 11: training periods during school holidays

These provisions are applicable to training periods in a workplace carried out in part during the school holidays prior to passing the examination; this is subject to regulations within the context of each specific field of learning and each diploma.

Article 12: duration of the agreement

This agreement is signed for the duration of the period worked in the workplace, as defined in the pedagogical appendix.

Article 13: approval from the board

This agreement complies with the standard agreement approved by the board of the school on 1 December 2009.

EDUCATIONAL AGREEMENT

Diploma or training course :

Student's first and last names : Class :

Date of birth:

Student's address in the foreign country:

Name of the teacher or teachers responsible for monitoring the student and for the subject taught:

Name of the tutor:

Position:

Dates of the training period:

1. Working hours: (to be filled in by the company)

Day	Detailed morning and afternoon working hours	Any comments
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		
Saturday		
Sunday		
Weekly total		

Night work for students over 18: the student is allowed/the student is not allowed to work at night time from to .

2. <u>Planned activities</u> in the workplace linked to the curriculum	3. <u>Practical activities</u> to be carried out in the host company or organisation (to be filled in by the tutor)

4. Arrangements for monitoring and assessing :

5. Recognition of work placement :

(Attendance certificate, assessment sheet, training course report, continual assessment, Europass-training certificate, Europro certificate...)

FINANCIAL APPENDIX

Student's first and last names :	Class :
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ACCOMMODATION

The host company or organisation will cover accommodation expenses: YES NO
Actual or fixed rate amount:

MEALS

The host company or organisation will cover the cost of meals: YES NO
Actuals or fixed rate amount:

TRANSPORT (Please tick)

The student' will travel by:
 bus train
 car other means of transport

The school will cover transport expenses: YES NO
Actual or fixed rate amount:

The host company or organisation will cover transport expenses: YES NO
Actual or fixed rate amount:

INSURANCE:

School (for the student's vocational activities in the workplace):

Student's family (for the student's activities that are not linked to the time spent in the professional environment):

SIGNATURES

Drawn up on (date)

Drawn up on (date)

Head of the host company or organisation
(signature and official stamp)

Head of the school

Read and understood on (date)

Read and understood on (date)

Legal representative for the student under the age of 18

The student