NEW MEXICO
Public Education Department

SAMPLE MEMORANDUM OF UNDERSTANDING

WORK-BASED LEARNING PARTNERSHIP

SAMPLE TEMPLATE
This sample provides a starting point for an agreement between an Early College High School (ECHS) or school district and a workforce partner. Replace bracketed text, select provisions appropriate to the experience, and obtain required district and legal review before signing.

Between [High School / School District] and [Business / Workforce Partner]

1. Purpose

This Memorandum of Understanding (MOU) establishes a partnership between [High School / School District] and [Business / Workforce Partner] to provide students with meaningful work-based learning experiences connected to academic learning, career interests, and identified career-technical education pathways (CTE). The partners intend to support career awareness, skill development, workplace readiness, and informed planning for postsecondary education and employment.

2. Parties & Duration

- School / School District: [Legal name, address, and primary contact].
- Workforce Partner: [Legal business or organization name, address, and primary contact].
- Effective Date: [Insert date].
- Term: This MOU will remain in effect through [end date] unless renewed, amended, or terminated in accordance with Section 13.

The parties will document each specific work-based learning experience in an individual Work-Based Learning Experience Plan (Appendix A), completed and approved in writing by both parties before student participation begins. The plan will outline learning objectives, activities, supervision, safety arrangements, and other experience-specific details. Updates may be made by mutual written agreement, provided they do not change the substantive terms of this MOU. Any substantive changes must follow the amendment process in Section 13.

This MOU does not require either party to offer or accept a specific number of student placements unless agreed to in writing.

3. Definitions

- Work-Based Learning (WBL): Structured learning experiences that connect academic and career-technical learning with authentic workplace settings and activities. Examples may include career exploration, job shadowing, workplace tours, mentoring, internships, pre-apprenticeships, and apprenticeships.
- Student: An eligible student enrolled in the School who has been approved to participate in an experience covered by this MOU.
- School Coordinator: The School-designated staff member responsible for coordinating the experience and communicating with the Workforce Partner.

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- Worksite Supervisor / Mentor: The Workforce Partner's designated person who guides, supervises, and, as applicable, evaluates the student.

The partners will specify the type of experience and any additional terms relevant to the placement in the applicable experience plan.

4. Scope of Experience

The partners will agree, in writing, on the specific activities and arrangements for each experience before a student begins.

Instructions for Completing This MOU: The tables throughout this agreement identify topics for the partners to address. Replace the "Click or tap here to enter text" prompts and explanatory notes with the partners' specific agreements. Delete any notes that do not apply and enter "Not applicable" when appropriate. If additional space is needed to document specific agreements, the partners may expand an existing table or add a table to a section as needed.

The plan may include:

Activity / Topic	Agreement-Specific Details
Type of experience and planned learning activities.	*Click or tap here to enter text.*
Number of students and applicable grade levels.	*Click or tap here to enter text.*
Start and end dates, schedule, expected hours, and attendance expectations.	*Click or tap here to enter text.*
Worksite location(s), work areas, and approved remote or off-site activities.	*Click or tap here to enter text.*
Expected student tasks, observation opportunities, projects, and limits on student duties	*Click or tap here to enter text.*
Whether the experience is paid or unpaid, as applicable, and arrangements required by law.	*Click or tap here to enter text.*

Note: Changes to the scope, schedule, location, or student duties will be communicated to the School Coordinator and approved by both parties before implementation, as appropriate.

5. Learning Objectives & Alignment

The partners will identify learning objectives appropriate to the student's age, readiness, pathway, and type of experience in the individual Work-Based Learning Experience Plan (Appendix A). Objectives should connect to relevant academic content, career-technical education coursework, workplace competencies, and career exploration goals.

- The School will communicate relevant course or pathway connections and prepare students to participate productively.
- The Workforce Partner will provide appropriate opportunities to observe or practice workplace skills consistent with the agreed scope, student readiness, and worksite requirements.

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- The partners will provide opportunities, as appropriate, for students to reflect on learning and connect the experience to future education and career plans.

6. Roles, Supervision, Mentorship & Evaluation

School / School District Responsibilities

- Identify eligible students and communicate participation expectations to students and families.
- Prepare students for the experience, including orientation, professional conduct, applicable safety preparation, and required documentation.
- Designate a School Coordinator and maintain communication with the Workforce Partner.
- Coordinate academic connections or credit, if applicable, under School and district policies.
- Monitor student participation and progress and respond to concerns raised by students, families, or the Workforce Partner.
- Complete required approvals and follow applicable district policies and legal requirements.

Workforce Partner Responsibilities

- Designate a worksite supervisor or mentor and provide an appropriate introduction to the workplace.
- Provide agreed-upon learning activities and authentic workplace exposure consistent with student readiness and the scope of the experience.
- Explain worksite expectations, rules, restricted areas, and required safety procedures.
- Provide appropriate supervision and communicate promptly with the School Coordinator about attendance, performance, safety concerns, or incidents.
- Provide feedback on student performance and participate in evaluation or review activities, as appropriate.
- Maintain a work environment that meets applicable safety requirements and follow agreed procedures for reporting hazards and incidents.

Supervision, Communication & Evaluation

- Before the experience begins, the parties will identify the individuals responsible for supervision, the expected frequency and method of communication, how attendance will be recorded, how student concerns will be addressed, and how feedback will be shared. The partners will agree on an evaluation method appropriate to the experience, which may include supervisor feedback, student reflection, completion of learning objectives, or a performance review.

Activity / Topic	Agreement-Specific Details
Identify School Coordinator / Evaluator	*Name, title, email, and phone*
Identify Workplace Supervisor/Monitor	*Name, title, email, and phone*
Communication	*Method and frequency of communication between partners*
Attendance Monitoring	*How attendance will be recorded and shared*
Student Feedback and Evaluation	*How feedback will be provided and student progress evaluated*
Addressing Concerns	*Process for communicating and responding to student concerns, performance issues, or incidents*

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7. Student Eligibility & Requirements

Students must meet applicable School, District, Workforce Partner, and legal requirements for the specific experience. Before participation, the parties will clarify and document, as applicable:

- Grade level, prerequisites, readiness, attendance, and conduct requirements.
- Required parent/guardian permission, student agreements, releases, clearances, or other approvals.
- Required orientation, safety training, certifications, or site-specific preparation.
- Restrictions on tasks, equipment, hours, work areas, or activities based on age, training, or applicable law.
- Procedures for addressing absences, performance concerns, or a student's withdrawal from the experience.

The School and Workforce Partner will not assign or permit students to perform tasks prohibited by applicable law or outside the approved scope of the experience.

8. Logistics & Operational Details

The partners will document the operational arrangements for each experience, including:

- Worksite address, arrival and departure procedures, schedule, hours, and attendance reporting.
- Transportation arrangements and responsibility for arranging or paying for transportation.
- Dress code, identification, meals, personal belongings, tools, technology, and required equipment.
- Worksite access, check-in procedures, emergency contacts, and confidentiality or security requirements.
- Compensation, if applicable, including who will pay the student and how required payroll and employment documentation will be handled.

The partners will clarify these arrangements with students and families before participation begins.

Activity / Topic	Agreement-Specific Details
Schedule and Work Hours	*Days, times, duration, and scheduling procedures*
Transportation	*Who arranges transportation and any applicable requirements*
Student Check-In and Check-Out	*Arrival, departure, and attendance procedures*
Clothing, Equipment, and Supplies	*Required attire, personal protective equipment, tools, or materials and who provides them*
Worksite Access	*Entry procedures, identification badges, restricted areas, and visitor requirements*
Meals and Breaks	*Arrangements, if applicable*
Changes or Cancellations	*How schedule changes, absences, and cancellations will be communicated*

9. Data Sharing & Reporting

The partners will identify information needed to coordinate the experience, monitor participation, evaluate learning, and report agreed-upon outcomes. Information may include student name and

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contact details, participation dates, hours, attendance, learning activities, feedback, and completion status.

Before sharing student information, the parties will determine applicable legal bases, permissions, and requirements. Each party will limit access to authorized individuals with a legitimate need, use appropriate safeguards, and follow FERPA and other applicable federal and state privacy requirements. Personally identifiable student information will not be shared or used for other purposes except as authorized by law and applicable agreements.

The parties will establish contacts, reporting frequency, secure transmission methods, retention practices, and procedures for correcting missing or inaccurate information. Public use of student names, images, work products, or testimonials requires appropriate authorization.

Activity / Topic	Agreement-Specific Details
Information to Be Shared	Student participation, attendance, progress, feedback, and experience completion, as applicable
School Contact for Reporting	Name, title, and contact information
Workforce Partner Contact for Reporting	Name, title, and contact information
Reporting Schedule	When and how often information will be shared
Reporting Method	How information will be communicated or documented
Student Privacy and Data Protection	Applicable procedures, permissions, and approved methods for sharing student information

10. Health, Safety, Insurance & Liability

- **Legal and Safety Compliance**

  Each party will comply with applicable federal, state, and local laws, regulations, and policies within its responsibilities. The Workforce Partner will communicate worksite hazards, applicable safety rules, emergency procedures, restricted areas, and required protective equipment before the student begins relevant activities. OSHA requirements apply where applicable.

- **Student Safety Preparation**

  The parties will identify required safety training, personal protective equipment, supervision, and site-specific procedures. The School will provide or coordinate agreed student preparation; the Workforce Partner will provide worksite-specific instruction and supervision for activities under its control. Students will be instructed to report unsafe conditions, injuries, and emergencies promptly.

- **Emergency Procedures & Incident Reporting**

  Before the experience begins, the parties will exchange emergency contact information and establish procedures for emergencies, accidents, injuries, hazards, and other incidents. The Workforce Partner will notify the School Coordinator promptly of any incident involving a student and cooperate with required reporting and follow-up.

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- **Insurance & Liability**

  Each party will maintain insurance or other coverage required by applicable law, policy, or written agreement and will provide evidence of coverage upon reasonable request, where applicable. Before student participation begins, the parties will clarify applicable coverage and responsibility for injuries, property damage, and claims. Nothing in this MOU changes either party's legal duties or creates an indemnification obligation unless separately and expressly agreed in writing and approved by the parties.

Activity / Topic	Agreement-Specific Details
Safety Orientation and Training	Required training, who provides it, and when it will occur
Personal Protective Equipment (PPE)	Required equipment and who provides it
Emergency Procedures	Emergency contacts, evacuation procedures, and response arrangements
Hazard and Incident Reporting	How hazards, injuries, and other incidents will be reported to the school and workforce partner
Supervision and Restricted Activities	Worksite restrictions, prohibited tasks, and applicable supervision requirements
Insurance and Liability	Applicable coverage, documentation, and responsibilities as confirmed by the parties and their respective districts or legal counsel

11. Equity, Accessibility & Inclusion

The partners will work to provide fair and equitable access to available experiences and will not discriminate in selection or participation on a basis prohibited by applicable law. The School and Workforce Partner will discuss reasonable accommodations and accessibility needs through appropriate processes while protecting student privacy. Selection criteria will be communicated clearly and applied consistently.

12. Resources & Costs

The partners will identify responsibility for costs associated with the experience, including training, materials, tools, protective equipment, transportation, supervision, and other agreed expenses. Any payment, reimbursement, financial contribution, or other resource commitment will be documented in writing and will be subject to applicable laws, district and organizational policies, funding restrictions, and available resources. No party is obligated to incur an expense unless it has agreed to do so in writing.

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Activity / Topic	Agreement-Specific Details
Worksite and Facilities	Which partner provides the space and facilities
Equipment, Materials, and Supplies	What is needed and which partner provides it
Transportation	Which partner arranges or pays for transportation, if applicable
Staff Time and Supervision	Any agreed staffing commitments or associated costs
Student Compensation	Whether the experience is paid or unpaid and who administers compensation, if applicable
Other Costs or Contributions	Any additional expenses, contributions, or financial arrangements

13. Monitoring, Review, Continuation & Termination

Each party will designate a primary contact to coordinate implementation. The partners will review the experience at least annually, or more frequently as needed, using relevant information such as student participation, completion, feedback, learning objectives, safety concerns, and partner feedback. The review will identify strengths, address barriers, and determine whether the partnership or experience plan should be continued or revised.

This MOU may be amended only in writing with the approval of both parties. Either party may terminate the MOU by providing 90 days' written notice to the other party, unless the parties agree to a different period in writing. The parties may suspend a student's participation immediately when reasonably necessary to address a safety concern or other urgent issue. If the MOU or a placement ends, the parties will communicate promptly and make reasonable efforts to support students through an orderly transition, consistent with student safety, applicable law, and each party's obligations.

Activity / Topic	Agreement-Specific Details
Partnership Review Schedule	How often partners will meet to review the partnership
Review Participants	School and workforce partner representatives responsible for reviewing progress
Success Measures	How partners will assess the effectiveness of the partnership and student experiences
Identifying and Addressing Concerns	How concerns, challenges, or needed improvements will be communicated and addressed
Continuation and Renewal	When the partners will determine whether to continue or renew the agreement
Notice of Termination	Required notice period and method of communicating a decision to end the agreement, consistent with the MOU terms

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14. Dispute Resolution

The parties will first attempt to resolve concerns through direct communication between the designated contacts. If the issue is not resolved, it will be referred to the appropriate School/district administrator and Workforce Partner representative. The parties may agree to additional steps for resolution. Nothing in this section prevents either party from taking action required by law or policy or from responding promptly to a safety concern.

15. Signatures

By signing below, the authorized representatives acknowledge that they have reviewed this MOU and agree to the responsibilities and procedures described in it, subject to applicable law, policy, and any required approvals.

SCHOOL / SCHOOL DISTRICT	WORKFORCE PARTNER
Organization: Click or tap here to enter text.	Organization: Click or tap here to enter text.
Authorized Representative: Click or tap here to enter text.	Authorized Representative: Click or tap here to enter text.
Title: Click or tap here to enter text.	Title: Click or tap here to enter text.
Signature: Click or tap here to enter text.	Signature: Click or tap here to enter text.
Date: Click or tap here to enter text.	Date: Click or tap here to enter text.

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Appendix A. Work-Based Learning Experience Plan

Complete this plan for each specific experience covered by the MOU. The plan may be updated by mutual written agreement without amending the MOU, provided it does not change the MOU's substantive terms.

Experience / pathway	*Experience name and related pathway or course*
Type of experience	*Job shadow / internship / mentorship / pre-apprenticeship / other*
Student group / number	*Grade levels, number of students, eligibility requirements*
Learning objectives	*Skills, competencies, or learning outcomes*
Activities and tasks	*Planned activities and any task restrictions*
Worksite and schedule	*Address, dates, days, hours, check-in details*
School Coordinator	*Name, title, phone, email*
Worksite Supervisor / Mentor	*Name, title, phone, email*
Safety preparation / PPE	*Required training, equipment, procedures*
Transportation	*Arrangements and responsible party*
Compensation	*Paid / unpaid, if applicable; describe arrangements*
Supervision and feedback	*Frequency, method, and evaluation approach*
Data and reporting	*Information shared, frequency, secure method*
Emergency contact / procedures	*Contacts and applicable procedures*
Additional conditions	*Accommodations, access requirements, other details*

Appendix B. Key Contacts

Organization / Role	Name / Title	Phone	Email
School Coordinator	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
School Administrator	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Worksite Supervisor / Mentor	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Workforce Partner Representative	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Emergency Contact (as applicable)	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

Template note: This sample is a planning and drafting resource, not legal advice or a substitute for district-approved forms, required approvals, or legal review. Adapt it to the specific experience and applicable requirements.

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