

## Education/Training Agreement

### Name and Address of School

This agreement is between \_\_\_\_\_  
*Student's Name* \_\_\_\_\_ *Phone* \_\_\_\_\_

Address \_\_\_\_\_

and \_\_\_\_\_  
*Employer Name* \_\_\_\_\_ *Phone* \_\_\_\_\_

Address \_\_\_\_\_

The undersigned parties agree to enter into a work-based learning program for the purpose of educating the student named above in the industry area of:

Work Experience (specify area) \_\_\_\_\_

The program will begin on \_\_\_\_\_ and be completed on \_\_\_\_\_.  
*Month/Day/Year* \_\_\_\_\_ *Month/Year* \_\_\_\_\_

The student will be (check one):

\_\_\_\_\_ paid (If paid) Starting wage for the student learner will be \$ \_\_\_\_\_ per hour.

\_\_\_\_\_ unpaid

The student will conduct a work-experience/be employed in the following position \_\_\_\_\_.

The parties agree to the following responsibilities in the implementation of this agreement:

#### The Student agrees to:

- maintain the academic and attendance requirements established by the work experience program, the related classes, and work (see attached);
- observe company rules and other requirements identified by the employer, including appropriate dress, safety procedures, and confidentiality;
- participate in progress reviews scheduled with mentors/trainers, school personnel and/or parent or guardian;
- be responsible for transportation to and from the worksite;
- report to the worksite on time and notify the supervisor of arrival;
- request permission from the supervisor in advance to be absent from work if special circumstances arise;
- inform the worksite supervisor and school if it is impossible to arrive to work on time or for that day;
- perform the duties assigned at the worksite to the best of the student's ability;

#### The Student's Parent or Guardian agrees to:

- assist the student in meeting the academic and attendance requirements of the program;
- ensure transportation to and from the work site is provided;
- participate in progress reviews scheduled with mentors/trainers, school personnel and/or the student.

#### The School District agrees to:

- assist the student in meeting the required academic and attendance requirements;
- participate in progress reviews scheduled with mentors/trainers, the student, and/or student's parent or guardian;
- award credit toward graduation for the work-based instruction and related school instruction;
- (if an unpaid experience)
  - in accordance with SDCL 62-1-4.1, provide worker's compensation insurance for the student as if the student was a school employee.

**The Employer agrees to:**

- provide a work-based learning experience for the length of the agreement;
- (if a paid experience)
  - pay the student for all work performed during the program at no less than the minimum wage and for the hours specified;
  - provide worker's compensation for the student for all hours worked;
- comply with all applicable labor laws;
- authorize the mentor/trainer to attend training related to the program (if applicable);
- authorize the mentor/trainer to participate in progress reviews scheduled with the student, school personnel, and/or the student's parent or guardian.

**The parties to this agreement shall also comply with the following assurances:**

- A. No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any student learner work based program on the basis of race, color, religion, sex, national origin, age, handicap, political affiliation or belief, or sexual orientation.
- B. Student must be provided with adequate and safe equipment and a safe and healthful workplace in conformity with all health and safety standards of Federal and State law.
- C. No employer shall hire a student which will displace any currently employed worker (including a partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits).
- D. No employer will hire a student when:
  - 1. Any other individual is on temporary layoff, with the clear possibility of recall, from the same or any substantially equivalent jobs, or
  - 2. The employer has terminated the employment of any regular employee or otherwise reduced its work force with the intention of filling the vacancy so created with a student learner.

**Student:**

_____	_____	_____
<i>Printed Name</i>	<i>Signature</i>	<i>Date</i>

**Parent or Guardian:** (if under 18 years of age)

_____	_____	_____
<i>Printed Name</i>	<i>Signature</i>	<i>Date</i>

**Employer:**

_____	_____	_____
<i>Printed Name and Title</i>	<i>Signature</i>	<i>Date</i>

**School Administrative Representative:**

_____	_____	_____
<i>Printed Name and Title</i>	<i>Signature</i>	<i>Date</i>

**Work Experience Program Coordinator:**

_____	_____	_____
<i>Printed Name and Title</i>	<i>Signature</i>	<i>Date</i>

*This agreement is valid only when signed by all parties. Additional signatures may be attached. Provisions of this agreement may not be altered without approval of all parties.*