

WORKFORCE SERVICES

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WORK-BASED LEARNING AGREEMENT | STUDENTS PAID BY BUSINESSES

Student Employee: High school student engaged in a work-based learning opportunity.

Supervisor: Student employee's supervisor at the entity hosting the work-based learning opportunity.

Career Advisor: DLR staff overseeing the work-based learning opportunity for the school.

1. The student employee should report to work on time and let the supervisor know that he/she is reporting for work.
2. The student employee should request permission from the supervisor in advance to be absent from work, if special circumstances arise. The student employee should also notify the Career Advisor of the planned absence.
3. The student employee should always contact the supervisor and Career Advisor if it is impossible for the student to show up for work or to report for work on time. If a student employee has not arrived to the worksite within 15 minutes of the scheduled time and the student employee has not checked in with the supervisor, the supervisor should attempt to contact the student and career advisor.
4. The student employee should immediately bring any problems or concerns pertaining to the job to the supervisor's attention.
5. The student employee will consult the Career Advisor regarding any difficulties at the training site or related to the training program.
6. The student employee will perform the duties assigned to the best of the student's ability.
7. The student employee will dress appropriately for the job as specified by the supervisor.
8. The student employee is responsible for transportation to and from work.
9. The student employee may quit the work-based learning opportunity. If the student employee quits, the student must notify both the supervisor and the Career Advisor. A two-week notice is preferred.
10. If the student employee does not meet the supervisor's work expectations, the student may be terminated at the discretion of the entity hosting the work-based learning opportunity. The supervisor will notify the Career Advisor in the event of termination.
11. The student employee will not divulge any privileged or confidential information to anyone including classmates and relatives. If the student employee breaks this promise, the student will be subject to disciplinary action, including termination of participation in the program and will be responsible for damages arising from any irresponsible actions on the student's part.
12. The supervisor agrees to provide hands on experience and train the student employee for the agreed upon hours.
13. The supervisor will assist in the evaluation of the student employee's progress towards the student's training plan.
14. If the student is being paid by the entity hosting the work-based learning opportunity, the entity is responsible for worker's compensation insurance for the student employee.
15. The career advisor will provide on-site monitoring of the training and assist the student employee or supervisor as necessary.
16. In accordance with WIOA Section 188, both DLR staff and the entity hosting the work-based learning opportunity are subject to equal opportunity and nondiscrimination requirements and agree to ensure compliance.

By signing below, I agree to the terms above.

_____	(____)_____-_____	_____
STUDENT EMPLOYEE NAME	STUDENT EMPLOYEE PHONE	SCHOOL / INSTITUTION
_____	____/____/____	
STUDENT EMPLOYEE SIGNATURE	DATE	
_____	____/____/____	(____)_____-_____
GUARDIAN SIGNATURE (If under 18)	DATE	GUARDIAN PHONE
_____	(____)_____-_____	
SUPERVISOR NAME	SUPERVISOR PHONE	
_____	____/____/____	
SUPERVISOR SIGNATURE	DATE	
_____	(____)_____-_____	
CAREER ADVISOR NAME	CAREER ADVISOR PHONE	
_____	____/____/____	
CAREER ADVISOR SIGNATURE	DATE	

MINOR RELEASE AND CONSENT

Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment – Under 18 (Minor)

By our signatures below, we acknowledge we are aware of, appreciate the character of, and voluntarily assume the risks involved in participating in Work-based Learning.

By our signatures below, on behalf of ourselves, our heirs, next of kin, successors in interest, assigns, personal representatives, and agents, we hereby:

1. Waive any claim or cause of action against and release from liability the State of South Dakota, its officers, employees, and agents for any liability for injuries to person or property resulting from participation in the activity listed above;
2. Agree to indemnify and hold harmless the State of South Dakota, its officers, employees, and agents for any claims, causes of action, or liability to any other person arising from participation in the activity listed above;
3. Consent to receive any medical treatment deemed advisable during participation in the activity listed above; and
4. Acknowledge that we are signing below as a minor child and as the parent or legal guardian of the minor child named below.

I have read this release and waiver of liability, assumption of the risk and indemnity agreement and consent to medical treatment, fully understand its terms, understand I have given up substantial rights by signing it, and have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Minor's Name: _____ Date of Birth: ____/____/____

Address: _____

Signature: _____ Date: ____/____/____

Guardian's Name: _____ Date of Birth: ____/____/____

Address: _____

Signature: _____ Date: ____/____/____

ADULT RELEASE AND CONSENT

Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment – Over 18 (Adult)

By my signature below, I acknowledge that I am aware of, appreciate the character of, and voluntarily assume the risks involved in participating in:

Work-based Learning

By my signature below, on behalf of myself, my heirs, next of kin, successors in interest, assigns, personal representatives, and agents, I hereby:

1. Waive any claim or cause of action against and release from liability the State of South Dakota, its officers, employees, and agents for any liability for injuries to my person or property resulting from my participation in the activity listed above;
2. Agree to indemnify and hold harmless the State of South Dakota, its officers, employees, and agents for any claims, causes of action, or liability to any other person arising from my participation in the activity listed above; and
3. Consent to receive any medical treatment deemed advisable during my participation in the activity listed above.

I have read this release and waiver of liability, assumption of the risk and indemnity agreement and consent to medical treatment, fully understand its terms, understand i have given up substantial rights by signing it, and have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Name: _____ Date of Birth: ____/____/____

Address: _____

Signature: _____ Date: ____/____/____