

## Agreement of Expectation for Hawaii Work-Based Learning Experience

Work Site \_\_\_\_\_ Student \_\_\_\_\_

School Name \_\_\_\_\_ School Year \_\_\_\_\_

To ensure a quality work-based learning experience, this **Training Agreement** will provide the expectations of all parties involved. Since the State will be the employer for purposes of workers' compensation coverage, it is essential all parties recognize there are certain conditions that need to be met. These conditions are stipulated in this agreement.

### TRAINING AGREEMENT

#### General

1. This Training Agreement will not be terminated without the knowledge of all parties concerned.
2. The Student's School will develop and update the Student's Training Plan.
3. The Student's School will not discriminate on the basis of race, sex, age, color, national origin, religion, or disability in its programs and activities and provide equal access to designated youth groups, including the Boy Scouts.

#### School-Site Coordinator

1. The School-Site Coordinator will observe and evaluate the Student's on-the-job performance periodically throughout the training period.
2. The School-Site Coordinator will assist the Student in securing placement at an approved work site.
3. The School-Site Coordinator will assist the work site in developing a Training Plan for the Student.
4. The School-Site Coordinator will counsel the Student about their progress on the job.

#### Employer

1. All State and Federal regulations apply to Work-Based Learning programs. In addition, the Employer agrees to permit the School to perform a safe working environment survey of the premises.

## **Appendix III (cont.)**

2. The Employer has a safety and health program as required by ACT 242, SLH 2001; will ensure that the Student receives specific instruction on the recognition of possible hazards in the nature of the workplace; and the Mentor and co-workers at the work site have received instruction on safety and health precautions, safeguards, and limitations of student work activities particularly with regard to child labor laws and safety rules of the work site.
3. The Employer will assign the Students work.
4. The Employer will assign a Work Site Mentor to the Student.
5. Both paid and unpaid Students are covered by the State as their sole remedy for workers' compensation.
6. Students will not displace or reduce the working hours of existing employees.
7. The Employer agrees to cooperate with the State's workers' compensation designee in the filing of any claims.
8. The Employer will not discriminate on the basis of race, sex, age, color, national origin, religion, or disability in its programs and activities, as relating to the Work-Based Learning Experience.

### **Student**

1. The Student has medical insurance.
2. The policies, rules, and regulations of the School and of the business will be upheld.
3. Actions, attitudes, and appearance will reflect positively on the School and the business.
4. Records of work experience, as required by the School-Site Coordinator, will be completed by the Student.
5. The Student will discuss such matters as transfers and work problems with the School-Site Coordinator before addressing them with the Employer.

### **Parent/Guardian**

1. Should the Student be injured while on the work site, the State shall be deemed to be the responsible employer for the purpose of workers' compensation coverage and that this coverage shall be my exclusive remedy to the same extent as provided for in ACT 242, SLH 2001, Hawaii Revised Statutes, as against the State and the private employer where the Student shall be taking part in this work-based learning experience.
2. Responsibility for the personal conduct of the Student at school and at the work site resides with the Parent/Guardian.
3. The Student will be encouraged to carry out their duties and responsibilities successfully.

*Work Site Placement Information*

Student \_\_\_\_\_ Job Title \_\_\_\_\_  
Employer \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Mentor \_\_\_\_\_ Phone \_\_\_\_\_  
Training Period Begins \_\_\_\_\_ Ends \_\_\_\_\_

*School's Workers' Compensation Designee*

\_\_\_\_\_  
(Print/Type Name) Phone Fax

**Signatures of Parties**

_____ Student's Signature	_____ Date	_____ Parent's/Guardian's Signature	_____ Date
_____ Student's Name (please print)		_____ Parent's/Guardian's Name (please print)	
_____ Employer's Signature	_____ Date	_____ School-Site Coordinator's Signature	_____ Date
_____ Employer's Name (please print)		_____ School-Site Coordinator's Name (please print)	