

**Earn and Learn Mentoring Foundation, Inc. 501 (c) (3)**

**631-629-4375**

Visit our Website @ <http://earnandlearnny.org>

**Guardian-Participant Agreement**

This Agreement is between \_\_\_\_\_  
**NAME of PARTICIPANT (STUDENT) – Please Print**

\_\_\_\_\_  
**PARTICIPANT’S HOME ADDRESS – CITY – STATE – ZIP CODE**

\_\_\_\_\_  
**NAME of PARTICIPANT’S SCHOOL**

\_\_\_\_\_, and the Earn and Learn Mentoring Foundation.  
**NAME of PARENT or GUARDIAN (“Guardian”)**

The Participant (Student) and Guardian hereby request that the Participant be considered for a position in the Earn and Learn Mentoring Foundation which pays a stipend to Participants for good academic performance and good behavior.

Participant and Guardian understand that the selection process for participation in the Earn and Learn Mentoring Foundation may involve interviews, testing, field trips, and review of school, police and driving records. Guardian approves of this process and understands that Participant may or may not be selected as a result of the process.

Participant and Guardian understand that the Earn and Learn Mentoring Foundation is a privately funded program with the support and collaboration of the Participant’s school.

The Earn and Learn Mentoring Foundation will select Participants to join the program and may dismiss or suspend a Participant without compensation at any time for any reason.

While in the program, Participant will receive a stipend of \$5 for each school day, provided that he or she does not violate any Earn and Learn Mentoring Foundation rules which will include the following:

1. Participant may be absent only for illness accompanied by a doctor’s note.
2. Participant must not be tardy in any class unless excused by an administrator.
3. Participant must not be disruptive in the classroom or violate the school discipline policy. No disrespect of authority will be tolerated.
4. Participant must not drink, smoke or take illegal drugs.
5. Participant will meet with an Earn and Learn Mentoring Foundation Mentor or other persons selected by Earn and Learn Mentoring Foundation every two weeks at regularly scheduled meetings.
6. The Earn and Learn Mentoring Foundation reserves the right to amend, add or change the rules.

The Guardian hereby agrees to the Participant joining the program and attending all activities provided during the term of the program. The Guardian agrees that there may be discussions with the Participant which include topics which may be deemed sensitive, such as substance abuse, peer pressure, postponing parenthood, and self-esteem.

**-Over-**

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Guardian agrees that the Earn and Learn Mentoring Foundation Mentors or other persons associated with the program may review and receive copies of the Participant's attendance, disciplinary and academic records. This authorization shall continue even if the Participant is no longer participating in the program.

Guardian authorizes the Earn and Learn Mentoring Foundation and/or Mentors, and other persons associated with the program, to arrange for emergency medical treatment in the event of accident or illness occurring during program activities.

In return for the Participant being permitted to take part in the program and whatever benefit the Participant derives from that participation, Guardian and Participant hereby relieve and release the Earn and Learn Mentoring Foundation and/or Mentors, the school (see page 1), their officers, employees, and agents, and all persons assisting in these activities, from any and all liability from accident or injury of the Participant while taking part in these activities. Guardian agrees to indemnify all of the parties described above from all claims made by or asserted on behalf of the Participant. This indemnity shall survive Participant's involvement in Earn and Learn Mentoring Foundation or termination of this agreement.

Participants will be required to place 10% of any stipend received in an Education Savings Account ("ESA"). The ESA will be used for education purposes and must be approved by the Earn and Learn Mentoring Foundation. A Foundation representative will be a co-signatory on the account.

If Participant wishes to place more than 10% of the stipend in the ESA, The Earn and Learn Mentoring Foundation agrees to match dollar for dollar such additional Participant contribution to a maximum of 40% of the stipend. Termination from the program may lead to forfeiture of the ESA. Upon graduating high school, each Participant who is currently enrolled in The Earn and Learn Mentoring Foundation, will receive all monies earned and deposited in their ESA.

**CONSENTED AND AGREED**

Today's Date \_\_\_\_\_

By: \_\_\_\_\_  
Participant SIGNATURE

\_\_\_\_\_  
Participant Name (PLEASE PRINT)

By: \_\_\_\_\_  
Guardian SIGNATURE

\_\_\_\_\_  
Guardian Name (PLEASE PRINT)

By: \_\_\_\_\_  
Jefry Rosmarin, Director

\_\_\_\_\_  
Earn and Learn Mentoring Foundation, Inc.