

**WIOA YOUTH EMPLOYMENT PROGRAM**

**WORK EXPERIENCE/WORKSITE AGREEMENT**

This agreement is established between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

This purpose of this agreement is to provide Workforce Opportunity and Innovation Act (WIOA) eligible Youth(s) (hereinafter Participant) with an opportunity to participate in a meaningful work experience designed to ensure that the participant(s) develop solid academic, work skills and workplace mentoring in preparation for entry into the region's labor market.

The WIOA Youth Employment Program is planned, structured learning experience that takes place in a workplace for a specified limited period. The purpose of the WIOA Youth Employment Program activity is to provide the WIOA eligible youth with opportunities for career exploration, skill development and reinforcement of the work ethic. Work Experiences should help youth acquire the personal attributes, knowledge, and academic and technical skills needed to obtain a job and advance in employment and, to the maximum extent feasible, are consistent with the participant's fullest capabilities.

It is agreed that the work experience provided will be conducted, by a legal entity authorized to conduct business in Virginia, in a safe and sanitary work environment in adherence with the applicable child labor laws; and that there will be adequate full time supervision by a qualified supervisor at the worksite, accountability for the participant's time and attendance; and adherence by all parties to the rules and regulations governing WIOA.

This agreement shall be effective \_\_\_\_\_\_\_\_\_\_\_\_\_\_ through \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The signing of this agreement by the company/organization listed above indicates the acceptance of the terms of the WIOA Youth Employment Program which are:

The Company/Organization agrees to:

1. Place the participant in a work experience for the purpose of providing career exposure for up to six weeks (number of hours per week may vary as scheduled by worksite).
2. Assign a qualified representative to provide close, supportive supervision of the participant at all times.
3. Adhere to all state and federal regulation regarding employment and child labor laws.
4. Not discriminate in employment policies, educational programs, or activities for reasons of race, sex, color, religion, national origin, age, or disability.
5. Provide names and contact information for supervisor(s) and alternate supervisor(s).
6. Provide the WIOA Youth Employment Program with a description of participant(s) proposed training assignment and training worksite reporting schedule.
7. Monitor and approve participants’ time at training worksite.
8. Provide the WIOA Youth Employment Program with updates as changes occur in scheduling and training
9. Allow an Alexandria/Arlington Regional Workforce Council representative to conduct on-site monitoring visits.

**MAINTENANCE OF EFFORT**

* 1. It is understood and agreed that the participation of youth from the WIOA Youth Employment Program will not result in the displacement of currently employed workers, nor will they be used to fill current vacancies.
	2. It is understood and agreed that each training worksite, operating under this agreement, will not discriminate with respect to any program participant because of race, creed, color, national origin, sex, political affiliation or beliefs. Further, that they will comply with Titles VI and VII of the Civil Rights Act of 1964, as amended, and all other applicable federal, state and local laws and regulations applicable to non-discriminatory practices. Further, it is understood and agreed that participants in the program will not be employed in the construction, operation, or maintenance of any facility used or planned for use for sectarian activities or as a place for religious worship.
	3. It is understood that the agency/organization is responsible for providing daily supervision for all enrollees at all times during the training worksite’s scheduled hours.

**PARTICIPANTS’ BENEFITS**

Participants will be receiving incentives for their time in the program. The WIOA Youth Program Staff are responsible for payment of incentives. Hours worked may be up to 30 hours per week. Lunch break is not included in the number of hours worked per week.

**PROGRAM REGULATIONS**

The following guidelines have been established to ensure compliance with Federal, State and local labor laws and must be adhered too based on age categories as stipulated in the laws.

1. Participants must not be employed for the construction, operation or maintenance of any facility used or planned for sectarian activities or as a place for Religious Worship.
2. Training worksites will not be approved for participation if activities require youth to work outside of Virginia.
3. Training worksites must adhere to Federal and Commonwealth of Virginia Child Labor Law requirements.
4. Training worksites shall not charge a fee for any services provided by the WIOA Youth Employment Program.
5. Worksites are responsible for distributing written rules and regulations outlining daily requirements and site expectations to all participants on their first day.
6. Hours approved for payment of participants will not exceed 30 hours per week and may or may not include lunch.
7. All training worksites must report all incidents of misconduct involving WIOA Youth Employment Program participants.
8. Training worksites planning to operate outdoor activities are required to plan a second work activity in event of inclement weather or a heat index which prohibits completion of that activity.
9. Worksites must provide written feedback on progress/performance of participants assigned to their location.

**Participant Information**

Participant’s Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Participant Phone # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Participant Email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Program Counselor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Counselor Phone # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Counselor Email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Begin Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

End Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ON SITE SUPERVISOR INFORMATION**

Please provide the names and telephone numbers of the person(s) responsible for the daily supervision of the trainees during program operations.

Primary Supervisor

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number: Day\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Emergency Phone Number (if different) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Alternate Supervisor

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number: Day\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Emergency Phone Number (if different) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Job Description

Position Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Scheduled Hours Per Week: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Projected Begin Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Projected End Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Duties:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Office Equipment/Tools/Machinery to be Used:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Training Worksite Information

(Complete Sections as Applicable)

Position/Department \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Brief Description

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position/Department \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Brief Description

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By signing below, the parties approve the scope of work outlined in this WIOA Youth Employment Program Agreement:

Company/Organization

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name

Telephone Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-Mail Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WIOA Youth Employment Program Manager

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name

Telephone Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-Mail Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CHILD LABOR LAWS RELEVANT TO THE WIOA YOUTH EMPLOYMENT PROGRAM**

Department of Labor

Youth & Labor (from <http://www.dol.gov/dol/topic/youthlabor>)

Work Hours: Under the Fair Labor Standards Act (FLSA), youths 14 and 15 years old may work outside school hours in various non-manufacturing, non-mining, non-hazardous jobs under certain conditions. Permissible work hours for 14- and 15-year-olds are:

* 3 hours on a school day;
* 18 hours in a school week;
* 8 hours on a non-school day;
* 40 hours in a non-school week; and
* between 7 a.m. and 7 p.m., except from June 1 through Labor Day, when night time work hours are extended to 9 p.m.

How many hours can young workers work?

The Fair Labor Standards Act (FLSA) sets the minimum age for employment in non-agricultural employment at 14 years of age. All 50 states have also enacted child labor laws. Where both the FLSA child labor provisions and state child labor laws apply, the more protective will apply.

How many hours per day or per week can an employee work?

The Fair Labor Standards Act (FLSA) does not limit the number of hours per day or per week that employees aged 16 years and older can be required to work. Youths 14 and 15 years old may work outside school hours in various non-manufacturing, non-mining, non-hazardous jobs under the following conditions no more than 3 hours on a school day or 18 hours in a school week and 8 hours on a non-school day or 40 hours in a non-school week.

Also, work may not begin before 7 a.m. or end after 7 p.m., except from June 1 through Labor Day, when evening hours are extended to 9 p.m. Different rules apply in agricultural employment. For more information, visit [www.youthrules.dol.gov](http://www.youthrules.dol.gov).

Virginia Child Labor Laws can be found here: <https://virginiarules.org/varules_topics/teens-and-employment/>.