



1320 S. Solano Las Cruces, NM, 88004

MEMORANDUM of UNDERSTANDING WIA Work Experience User Agency Agreement

The following agreement of understanding sets forth the responsibilities of Families & Youth, Inc. (FYI) as the Service Provider for the WIA program and the **Gadsden Independent School District** (Worksite Agency). An understanding of roles and objectives of each party will insure a more effective experience for both the Worksite Agency and the WIA participant.

FYI Program responsibilities:

1. Participants will be employees of FYI.
 - a.) Employment issues such as liability and worker's compensation will be the responsibility of FYI.
 - b.) Therefore **Gadsden Independent School District** will not be held responsible for any employment injury or other liability issues concerning the participants placed.
 - c.) The parents of participants under the age of 18 will be required to sign a form releasing **Gadsden Independent School District** from any liability claims.
2. FYI will disperse checks to the participants every two weeks.
3. FYI employment programs promote a drug free policy. All participants will be subject to random drug screening to ensure drug free policy.
4. The program will provide a Employment Specialist who will monitor the participant's progress a minimum of once per-week. The Employment Specialist will be available by phone to resolve employment problems.

Worksite Agency Supervisor's Responsibilities:

1. Outline the participant's job duties and responsibilities.
2. Instruct the participant in the performance of his/her job.
3. Provide continual supervision by checking the participant's progress at various times each day.
4. Record participant time and attendance on a daily basis.
5. Make sure that the participant does not exceed authorized working hours.
6. Objectively evaluate the participant by criteria provided on the timesheet.
7. Make sure working conditions are safe and that the participant performs his/her duties in a safe manner.
8. If applicable, youth working in activities such as painting, grounds work, light maintenance, etc. must be closely supervised either individually or in groups not to exceed ten per supervisor. Youth **must not** be assigned to work with heavy equipment, power-driven sheering or cutting equipment, or stamping (or similar hazardous) equipment or machinery. (For further information see Child Labor Laws).

The Worksite Agency Shall Certify:

1. That participants shall be paid only for hours actually worked.
2. That meaningful work is available for every participant during work hours.
3. That safe and adequate equipment and materials will be available and provided to each participant.
4. That a qualified substitute supervisor will be available in the absence of the regular supervisor.
5. That any applicable written WIA laws, regulations, local board policies, and other guidelines and/or procedures will be adhered to and that participants will not be discriminated against because of race, color, religion, sex or sexual preference, national origin, age, handicap (disability), or political affiliation or belief. Participants choosing to file grievances claiming abridgement of their civil rights, equal employment opportunity, or other complaints regarding their program participation, are to use the NMDOL procedure described in NMSDA/NMSA Directive No. 36-93.
6. That this agreement will be read by staff assigned to supervise participants.
7. That the appropriate WIA staff will be notified immediately should a participant

be injured while on the job. Participants are covered by the Service Provider's Workers Compensation policy. Participants should be informed of the procedures to be followed in case of "on-the-job" injuries and that all injuries should be reported to the Service Provider as soon as possible. Participants will be covered for medical care required for such injuries.

8. That alternate arrangements are available in the event of inclement weather. This is applicable to all worksites requiring outdoor work experience.

Total number of WIA participants assigned to this Worksite Agency: _____

Number of Supervisors to be used by the Worksite Agency: _____

Supervisor name (s) and qualifications: (Describe Qualifications)

_____	_____	_____
Contact Person	Phone No.	Address
_____	_____	_____
Authorized Agency Signature	Job Title	Date
_____	_____	_____
Authorized WIA Staff Signature	Job Title	Date



FYI
Families & Youth Inc.

1320 S. Solano Las Cruces, NM, 88004

WIA Participant Job Description and Work Schedule

Participant Name: _____ Job Title: _____

Worksite Agency Name: _____

Worksite Address: _____ Telephone: _____

Specific Location Where Training Will Take Place: _____

Start Date: _____ Projected End Date: _____

DEPARTMENT: Y.E.S. (Youth Employment Success) PROGRAM

POSITION: _____

JOB SITE: _____

JOB SITE SUPERVISOR(S): _____

EMPLOYMENT SPECIALIST: _____

DATE: _____

JOB RESPONSIBILITIES

1. Be respectful and courteous to all of the job site employees and the public.
2. To report to work on time.
3. Perform all duties in an accurate and timely manner.
4. To use caution and any necessary safety equipment to perform duties at all times.
5. Dress appropriately at all times.
6. Report all work injuries, employee relation issue(s) to job site supervisor and employment specialist immediately.

Job Site Specific:

8. _____

9. _____

10. _____

11. _____

12. _____

(if additional space is needed please attach at separate page.)

JOB SPECIFICATIONS

Skills required: _____

Note: Any modification made to the work schedule shall be in writing and placed in the participant folder.

Work Schedule
Schedule of Hours To Be Worked

<u>Day of Week</u>	<u>Work Hours</u>	<u>Hours Worked</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Explain Special Work Schedules (If Applicable): _____

_____ Worksite Supervisor Signature	_____ Title	_____ Date
_____ WIA Authorized Staff Signature	_____ Title	_____ Date
_____ WIA Participant Signature		_____ Date