



**ULSTER COUNTY OFFICE OF EMPLOYMENT AND TRAINING
YOUTH EMPLOYMENT PROGRAMs
WORKSITE AGREEMENT**

NAME OF WORKSITE: _____

STREET ADDRESS: _____

MAILING ADDRESS (if different): _____

CONTACT PERSON: _____ TELEPHONE: _____

ALTERNATE CONTACT: _____ TELEPHONE: _____

EMAIL: _____ FAX: _____

YOUTH JOB TITLE

SUPERVISOR

IN JOB TITLE

BRIEFLY DESCRIBE JOB DUTIES OF EACH TITLE:

YOUTH EMPLOYEE WORK SCHEDULE: _____

SUPERVISOR WORK SCHEDULE: _____

The above-named agency, as a worksite, agrees to:

1. Provide constructive, meaningful work for each youth in accordance with the worksite schedule.
2. Provide conscientious supervision of all youth employees at all times and assure that the supervisor/youth ratio does not exceed 1:6.
3. Provide a youth orientation session to explain expectations on the worksite, the particular duties mentioned above, dress requirements, policies concerning tardiness and absences, the work schedule, lunch breaks and safety requirements.
4. Monitor youth employee progress, instruct youth in work maturity skills, and complete and submit a Youth Evaluation Report at the designated time.
5. Ensure that all personnel working with OET youth employees understand the expectations included in this worksite agreement.
6. Comply with the provisions of the Fair Labor Standards Act and New York State laws regarding the training and employment of youth including providing a safe and healthy work environment.
7. Ensure compliance with the Drug Free Labor Standards Act of 1988, NYS Labor Law on Sexual Harassment Prevention Policies and Section 1352 of Title 31 of the U.S. Code concerning the prohibition of use of Federal Funds for lobbying activities, as well as appropriate sections of the Workforce Innovation and Opportunity Act of 2014 and all Federal laws proscribing discrimination on grounds of race, religion, color, sex, national origin and political affiliation.
8. Worksites are strictly prohibited from transporting youth employees in any personal or non-approved vehicle. Youth may only be transported in an organizational vehicle that is properly registered and insured. Proof of current registration and insurance must be submitted with this agreement and kept on file for the duration of the program.
9. Assist youth employees in maintaining and submitting accurate bi-weekly time sheets provided by the OET staff to assure that youth will be properly compensated for hours worked. These time sheets must be submitted in accordance with the payroll schedule provided each supervisor. **TIME SHEETS MUST BE RECEIVED BY OET STAFF NO LATER THAN THE DAY INDICATED ON THE PAYROLL SCHEDULE.**

OFFICE USE ONLY: Program Enrollment YEP____ BFI____ SYEP____ YAEP____

10. Ensure that youth employees will not be paid for absences, hours not worked, meal periods, or recreational activities.
11. Ensure alternate work is available for youth when inclement weather interrupts normal work duties. Describe inclement weather plans:
12. Ensure sufficient work is available to occupy all youth employees during the workday.
13. Provide sufficient materials and/or equipment to enable youth to carry out work assignments.
14. Ensure worksite supervisor(s) and alternate supervisors will participate in an orientation prior to the start of program.
15. **Report to the OET counselor any attendance, attitude or other problems which may lead to a request to replace a participant.**
16. Immediately report all accidents involving OET participants to the OET case worker.
17. Allow flexible work schedules for OET participants enrolled in remedial education or summer school programs.
18. Allow Ulster County Office of Employment and Training staff on-site to monitor activities of OET participants.
19. Comply with all applicable Equal Opportunity requirements.
20. By signing this agreement, the worksite certifies that youth employed in the positions listed in this agreement are not supplanting recently laid off employees with the same job titles or assuming role of primary staff for program/work activities.
21. The Agency agrees to defend, indemnify, and hold harmless the County of Ulster, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the Services performed pursuant to this worksite agreement, which the County, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of the Agency, its employees, representatives, subcontractors, assignees, or agents.

Maximum Hours Youth Can Work

All worksites must comply with program's guidelines. Unless otherwise specified, the following maximum work hours apply:

- **Young Adult Employment Program (YAEP)**
 - No more than **35 hours per week**
 - Work experience to last **no more than 16 weeks**
- **Brighter Futures Initiative (BFI)**
 - No more than **30 hours per week**
 - Work experience to last **no more than 16 weeks**
- **Summer Youth Employment Program (SYEP)**
 - **25-30 hours per week.**
- **Youth Employment Program (YEP):***
 - Youth 14-15: **18 hours per week.**
 - Youth 16-17: **28 hours per week.**
 - Youth 18+: **30 hours per week**

***- For youth under 18, up to an additional 10 hours will be allotted per week for school breaks**

Supervisor Responsibilities

- Be present during all youth work hours
- Provide meaningful, age-appropriate tasks that teach skills
- Give orientation on safety, job duties, and expectations
- Mentor youth: offer feedback, guidance, and encouragement
- Keep the workplace safe and respectful for all

Accountability

- Sign the Worksite Agreement before starting
- Expect visits/check-ins from program staff
- Not following these rules may result in removal from the program

The Office of Employment and Training agrees to:

1. **Retain all rights to hire, place and, if necessary, terminate youth employees.** The worksite, by demonstrating just cause, has the right to request replacement of an OET employee when youth progress or work performance is falling below minimum standards.
2. Provide orientation to youth employees, supervisors and alternate supervisors prior to the beginning of the program.
3. Ensure that OET Case Managers visit worksites on a regular basis to evaluate youth employee progress and discuss/resolve with the youth and the supervisor any outstanding issues.
4. Retain the right to terminate the worksite's participation in the OET program for failure to comply with the terms of this agreement and the policies set forth in the supervisor orientation.

This Worksite Agreement has been read, is understood and agreed to by the following:

Worksite Supervisor: _____ **Date:** _____

Alternate Supervisor: _____ **Date:** _____

OET Case Manager: _____ **Date:** _____

OET Administrator: _____ **Date:** _____

Chair of the U. C. Legislature: _____ **Date:** _____