STATE OF WISCONSIN

DEPARTMENT OF WORKFORCE DEVELOPMENT

Division of Employment and Training

**Education/Training Agreement**

**Wisconsin Youth Apprenticeship**

**A fully signed copy of this Agreement is effective immediately. The agreement must be on file with the Employer and School when the student begins working. DWD should receive a copy within 30 days of the student's start date.**

This agreement is between

|  |  |  |
| --- | --- | --- |
| Youth Apprentice | | |
| **AND** | | |
| Employer | Employer UI Number | Employer not subject to UI law  (Cite reasons in text box below.) |
| Reason employer is not subject to UI law. | | |

**The undersigned parties agree to enter into a Youth Apprenticeship authorized by Chapter 106.13 of the Wisconsin Statutes for the purpose of educating the student named above as a student learner in the industry area and pathway of:**

*(YA Industry Area)*; and       *(YA Pathway)*.

Starting wage for the youth apprentice will be $  *(minimum wage or higher)* per hour.

The apprenticeship will begin on  *(Month / Day / Year)* and be completed by  *(Month / Day / Year).*

**The youth apprentice and parent/guardian signatures authorize the school to release reports on Youth Apprenticeship grades, attendance, and progress towards high school graduation to the Youth Apprenticeship Coordinator and the Department of Workforce Development while this agreement is in effect to assist the youth apprentice.**

**Assurances – The undersigned parties agree to comply with the following:**

A. No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination or sexual harassment under, or denied employment in the administration of or in connection with any youth apprenticeship program on the basis of the person's sex, race, color, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation or physical, mental, emotional or learning disability.

B. Youth apprentices will be provided with adequate and safe equipment and a safe and healthful workplace in conformity with all health and safety standards of Federal and State law.

C. The local youth apprenticeship consortium will establish and maintain a grievance procedure for youth apprentices, a copy of which will be given to and explained to the youth apprentice at the beginning of the program.

D. Youth apprentices will not displace any currently employed worker (including a partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits).

E. The youth apprenticeship program may not impair existing contracts for services or collective bargaining agreements. Any youth apprenticeship program that would be inconsistent with the terms of a collective bargaining agreement shall be approved only with the written concurrence of the labor organization and employer involved.

F. An employer will not hire a youth apprentice when:

1. Any other individual is on temporary layoff, with the clear possibility of recall, from the same or any substantially equivalent jobs, or

2. The employer has terminated the employment of any regular employee or otherwise reduced its work force with the intention of filling the vacancy so created with a youth apprentice.

G. To comply with Employment of Minors laws, youth apprentices shall not work in a company where a strike or lockout is in active progress.

H. Pupil records released pursuant to this agreement will not be further disclosed without prior written consent of the youth apprentice and/or the parent or guardian.

I. The opportunity to bridge into Registered Apprenticeship upon completion of the Youth Apprenticeship will be discussed with all parties during the youth apprenticeship.

**The Youth Apprentice agrees to:**

1. Maintain the academic and attendance requirements required by the youth apprenticeship consortium;
2. Observe company rules and other requirements identified by the employer;
3. Participate in progress reviews scheduled with mentors, school personnel and parent(s) or guardian(s); and
4. Comply with the items stated in the Assurances section above.

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| Printed (Typed) Youth Apprentice Name | Signature | | Date Signed |
| Email Address | | Telephone Number | Date of Birth |

**The Youth Apprentice's Parent or Guardian agrees to:**

1. Assist the youth apprentice in meeting the academic and attendance requirements of the program;
2. Ensure transportation to and from the work site is provided;
3. Participate in progress reviews scheduled with mentors, school personnel and the youth apprentice; and
4. Comply with the items stated in the Assurances section above.

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| --- | --- | --- | --- |
| Printed (Typed) Parent/Guardian Name | Signature | | Date Signed |
| Email Address | | Telephone Number | |

**The Employer agrees to:**

1. Provide a work-based learning experience for the length of the agreement (or as specified if one of multiple employers);
2. Pay the youth apprentice for all work performed during the program at no less than minimum wage;
3. Provide worker's compensation for the youth apprentice for all hours worked, even if otherwise exempt;
4. Instruct the youth apprentice in the required competencies provided for this program;
5. Comply with all applicable state and federal Employment of Minors laws;
6. Ensure that any work performed in occupations declared hazardous shall be under the direct and close supervision of a qualified and experienced person, are incidental to his/her training, shall be intermittent and only for short periods of time;
7. Ensure that safety instruction will be provided;
8. Authorize the mentor to attend training related to the program and participate in progress reviews scheduled with the youth apprentice, the youth apprentice’s parent or guardian, and school personnel; and
9. Comply with the items stated in the Assurances section above.

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| --- | --- | --- | --- |
| Printed (Typed) Employer Representative Name | Signature | | Date Signed |
| Street Address | City | State | Zip Code |
| Email Address | | Telephone Number | |

**The School District agrees to:**

1. Ensure the youth apprentice will meet high school requirements and the student will have the opportunity to successfully complete all requirements of the youth apprenticeship program;
2. Participate in progress reviews scheduled with mentors, the youth apprentice, and youth apprentice's parent or guardian;
3. Award credit toward graduation for both the related instruction and work-based component;
4. Provide safety instruction for work considered hazardous under Employment of Minors laws; and
5. Comply with the items stated in the Assurances section above.

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| --- | --- | --- | --- |
| Printed (Typed) School Representative Name | Signature | | Date Signed |
| Title | Telephone Number | Email Address | |

**Youth Apprenticeship Coordinator:**

|  |  |  |
| --- | --- | --- |
| Printed (Typed) Name | Signature | Date Signed |