

North Central Counties Consortium

WORK EXPERIENCE PROCEDURE

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NORTH CENTRAL COUNTIES CONSORTIUM WORK EXPERIENCE REQUIREMENTS

Introduction

This Work Experience (WEX) Procedure is to guide NCCC Service Providers to understand the minimum procedural requirements when developing and running WEX programs.

Definition

Work Experience activities are planned, structured learning experiences that take place in a workplace for a limited period of time. Work Experience may be paid or unpaid, as appropriate; are provided in the public, private non-profit, or private for-profit sector; and are subject to labor standards that apply where an employee/employer relationship, as defined by the Fair Labor Standards Act, exists. Well-managed WEX programs are responsive to the needs of participants, recruit sound work sites that are willing to train, and include appropriate mechanisms that insure proper oversight and monitoring of the work site and training elements. Participants in WEX positions funded through the WIA are considered temporary employees, will apply for work and be subject to hiring and termination by the employer and be expected to perform work for the benefit of the employer.

[ref: WIA Final Rule Section 663.200 (b) and 664.470]

Displacement

A participant shall not be employed in or assigned to a job if any other individual is on layoff from the same or any substantially equivalent job; or if the employer has terminated the employment of any regular employee or otherwise reduced the workforce of the employer with the intention of filling the vacancy so created with the participant; or if the job is created in a promotional line and will infringe in any way upon the promotional opportunities of currently employed individuals. Furthermore, an employer must not allow the employment of a WEX trainee to infringe on non-overtime work hours of regular employees. Regular employees and program participants alleging displacement may file a complaint under the applicable grievance procedures found at Section 667.600 of the WIA Final Rule.

[ref: WIA Section 181(b) (2) and (3), WIA Final Rule Section 667.270(a), (c) and (d)]

Program Requirements

Worksite Agreement

A WEX Worksite Agreement must be used for all types of worksites: public, private non-profit and private for-profit. The agreement is between the Service Provider and the work experience worksite.

All WEX Worksite Agreements must be signed by the person(s) from the worksite and the Service Provider who are authorized to enter into the agreement. The Service Provider must have two Work Experience Agreements with original signatures completed. One original signed copy is maintained by the Service Provider. It is not required for the maintained copy to be in the participant's file, but all WEX Worksite Agreements must be made available upon request, to staff of North Central Counties Consortium, the State of California or the US Department of Labor. The other original signed copy shall be given to the worksite.

Service Providers may develop their own Worksite Agreement but at a minimum the agreement must include in the body or as attachments the following components:

1. Name of the Service Provider
2. Name of the Worksite
3. Start and End Date of the Agreement
4. WEX Agreement Obligations of the Worksite and Service Provider (Exhibit A)
5. Assurances (Exhibit B)
6. Worksite Request (Exhibit C)
7. Address of the Worksite

Worksites may be used a number of times. It is not necessary to complete separate WEX Worksite Agreements for different participants or different job titles, an “*umbrella*” WEX Worksite Agreement may be developed with a worksite and must be updated **at least once a year**. The term of the agreement may not exceed the maximum of twelve calendar months.

A Worksite Request is required *for each position* at the Worksite and must be maintained with the WEX Worksite Agreement. If the WEX Worksite Agreement is not kept in the participant's file a copy of the Worksite Request must be included in the participant's file. A sample of such a form is given for the minimum content (Exhibit C).

Service Provider staff is required to thoroughly review the agreement with the appropriate people from the worksite.

WEX Worksite Orientation and Safety Training

Participants in Work Experience are employees of the Service Provider. The Service Provider must conduct a thorough worksite orientation to assure that the participant and the worksite supervisor are thoroughly informed on the conditions of work, expectations, payroll procedure, etc.

At the time of orientation the supervisor and the participant should receive separate handbooks that include all relevant information to run a smooth WEX placement. The handbooks must include, in the body or as attachments, all information found in the attached Supervisor/Participant Handbook Rules and Regulations document (Exhibit D). It is also required that staff and the WEX participant sign an *Acknowledgement of Receipt and Review of Handbook* and that one original signed copy is maintained in the participant file and one original signed copy is kept in the participant's handbook.

Comprehensive handbooks could also include:

1. Service Provider contact information;
2. roles of both the supervisor and participant;
3. expectations of the placement;
4. payroll information/schedule;
5. emergency treatment information for work related injuries.

As the employer of record the Service Provider must make sure that each worksite provides to all Work Experience participants safety training at the worksite *within the first week of employment, ideally this safety training will take place on the first day of employment*. If the worksite does not have a safety procedure the Service Provider, as the employer of record, must develop a safety program.

Once the worksite orientation and the safety training are completed the Service Provider must have the *worksite supervisor and the participant(s) assigned to the worksite* sign a document that the orientation/safety training took place, this form must be maintained in the participant's file. A sample of such a form is given for minimum content (Exhibit F).

Supervision

Service Provider staff shall assure that supervision of WEX participants is appropriate and sufficient. The level of supervision may depend on your local system requirements and child labor laws. *Suggested* levels are:

1. Supervision of WEX participants should not exceed a 10 to 1 participant to supervisor ratio;
2. Alternate supervisor(s) must be identified when the regular supervisor is absent;
3. Youth participants, 18 years and younger, should be supervised at all times.

Child Labor Laws

All child labor laws must be adhered to in placing minors in WEX positions. <http://www.dir.ca.gov/dlse/ChildLaborPamphlet2000.html>. It is the responsibility of the Service Provider to inform minor participants and worksites of current Child Labor Laws.

Worker's Compensation Insurance

The Worker Compensation Insurance that covers WEX participants is provided by the Service Provider. Some federal worksites may be covered under the Federal Employee Compensation Act (FECA). All Service Provider staff and Work Site Supervisors working with WEX participants must be aware of how to report an injury.

[ref: WIA Final Rule Section 667.274 (b)]

Emergency Treatment Form

NCCC requires that an Emergency Treatment form is completed for participants under the age of 18 to insure permission is given to access emergency treatment for the participant. It is the responsibility of the NCCC Service Provider that the form is signed by the participant's parent or guardian. The Service Provider must have two Emergency Treatment forms with original signature completed. The Service Provider is required to maintain one original signature copy and the other original signature copy is to be given to the worksite. An example of a form is attached (Exhibit G).

Payroll Procedure

Participants in Work Experience are employees of the Service Provider, as the employer of record it is the Service Provider's responsibility to develop a local procedure to pay WEX participants and to follow all rules and regulations involved.

The payroll system must include:

1. All rules and regulations pertaining to employees' authorization to work in the United States are followed. <http://www.immigration.com/sites/default/files/m-274.pdf>
2. Accurate reporting of WEX participant's time on a Time Card –
 - a. California Labor Law requires that time records must show when the employee begins and ends each work period including the beginning and ending time of meal periods.
 - b. It is the Service Providers responsibility to understand when it is necessary for employees to take lunch breaks.
3. Time Cards must be reviewed for accuracy and signed by Service Provider staff.
4. Time Cards must have the additional signatures of the participant and the worksite supervisor or classroom instructor.
5. Participants are paid accurately and timely.
6. Participants, who are on payroll, are enrolled in the correct WIA activity and funding source to support the WEX funding and that the correct funding source is "billed" for the payroll.

For all Workforce Investment Act participants who are in a Work Experience activity the Service Provider must make all payroll information available, upon request, to staff of North Central Counties Consortium, the State of California or the US Department of

Labor. It is recommended that the completed Form I-9 and all supporting documentation and a copy of the W-4 document are maintained in the participant file.

Participant Compensation

A WEX placement is a temporary training project where:

1. Health benefits and retirement benefits will not be paid;
2. The wages earned from WEX are not subject to unemployment insurance taxes (see UI Code Section 629-657);
3. Participants in a WEX may not work overtime;
4. WEX participants will not be paid for holidays not worked.

It is important that participants and worksites are made aware of these conditions.

Participants in the WEX program are paid minimum wage with the following exceptions:

1. Minors who are high school graduates or equivalent should not be paid less than the rate paid to adult employees of the work site if they are working in the same job classification and completing the same quantity and quality of work.
2. Non minors should not be paid less than the rate paid to adult employees of the work site if they are working in the same job classification and completing the same quantity and quality of work.

It is the Service Provider's responsibility to determine if participants are working in an actual job classification at the work site and if they will be performing the same quantity and quality of work that an adult performs in the job classification.

If it is determined that the participant must be paid above minimum wage, the Service Provider must:

1. Obtain a copy of the work site's job classification pay scale. This document must indicate the worksite agency name with the participant's salary highlighted;
2. Maintained a copy of the job classification with the work experience agreement and a copy must be maintained in the participant's file;
3. Document the rationale for paying the participant over minimum wage in the file, either in the Individual Service Strategy (ISS) or case note.

NOTE: It is strongly recommended that Work Experience participants start at the beginning wage for the pay scale. Work Experience placements are learning experiences. If participants have skill sets that are beyond entry level employees On-The-Job training options should be explored.

*NOTE: Classroom training time may be paid for Work Readiness and academic classes when linked to a Work Experience. Participants may be **paid the same hourly wage** as they are paid on Work Experience.*

Work Permits

California law requires that minors under the age of 18 years employed in the State of California must have a [permit to work](#). It is the responsibility of the NCCC Service Provider that a work permit is issued to all minors working in a WEX placement and that the work permit does not expire until after the last date of work. ***The original signed work permit must be maintained by the Service Provider and a copy must be given to the worksite.*** If the work permits are not kept in the participants' files a copy of the work permit must be included in the participant's file.

NOTE: *Work permits are not required for those who have graduated from high school or passed the high school equivalency exam.*

Work Experience Worksite Monitoring

It is the responsibility of the Service Provider to monitor the Work Experience worksite at least once during the training time for each participant. The purpose of the monitoring is to assure that:

1. The WEX Worksite is complying with the terms of the agreement;
2. The Worksite and participant have a thorough understanding of the program and their responsibilities;
3. Job duties outlined in the agreement are being taught and learning is taking place;
4. That supervision is adequate;
5. The WEX Worksite is a safe working environment and;
6. No labor laws are being violated (for youth).

The monitoring should be documented on a standardized form and should be completed with the participant and the supervisor in separate interviews by staff during the first few weeks of the training (hours of WEX placements will vary, please use discretion on when to conduct the worksite monitoring). The form must be *dated and signed* by Service Provider staff. Once completed the monitoring form must be retained in the participant's file. Copies of the completed supervisor monitoring form may be made in situations where a supervisor oversees more than one participant at a WEX worksite.

Work Experience Performance Evaluation

The Service Provider must conduct an evaluation of the performance and progress of the trainee in the WEX program. The evaluation should be documented on a standardized form that, at a minimum, records the participant's:

1. Productivity;
2. Work attitudes;
3. Work habits and;
4. Work skills.

The evaluation is completed by the worksite supervisor and must be *dated and signed* by the Worksite supervisor and the participant and retained in the participant's file. Completion of the evaluation is required at least once during the training. The

evaluation should be conducted about half way into the training. Additional performance evaluations are required if a participant is not progressing satisfactorily and follow-up is needed.

WEX Agreement Amendments

WEX agreements are generally “umbrella” agreements and the need for amendments does not occur often. An example of the need for a Non-Financial Work Experience Amendment of Agreement would be if the person authorized to sign the agreement no longer works for the worksite and new signor is added to the agreement. Service Providers may develop their own Worksite Agreement Amendment. At a minimum the amendment must include the following components:

1. Name of the Service Provider
2. Name of the Worksite
3. Date of the Amendment
4. Reason for the Amendment

All Worksite Agreements Amendments must be signed by the person(s) from the worksite and the Service Provider who are authorized to amend the agreement. The Service Provider must have two Work Experience Agreement Amendments with original signatures completed. One original signed copy is maintained with the WEX Worksite Agreement by the Service Provider and one original signed copy is given to the worksite.

Participant File/Minimum Content Requirements

There is an expectation that a minimum of information on the Work Experience activity will be kept in the participant’s file. When monitoring the file this office will look for:

1. Work Experience Agreement’s Worksite Request;
2. Original Work Permit (for minors)
3. Participant’s signed Acknowledgement of Receipt and Review of Handbook;
4. WEX Trainee Orientation / Safety Training check off;
5. Emergency Treatment Form;
6. I-9 and all supporting documentation;
7. W-4 (copy);
8. If paying over minimum rationale for wage amount in the ISS or clearly case noted;
9. Copies of all time cards;
10. Documentation of worksite monitoring signed and dated by the Service Provider staff;
11. Documentation WEX performance evaluation signed and dated by worksite and participant;
12. WEX Worksite Agreement Amendment, if applicable.

Must be included in or attached to a WEX Worksite Agreement

**WORK EXPERIENCE AGREEMENT
WORKSITE AND SERVICE PROVIDER OBLIGATIONS**

It is required that the following obligations are either included in the body of the Work Experienced Agreement or as an attachment to the agreement. This information must be reviewed with the worksite and the signature of the person authorized to sign for the worksite must indicate that they reviewed and understood. Service Providers may determine that additional obligations are needed.

OBLIGATIONS of the Work Experience Worksite

1. Shall provide training to participants so they will be able to perform the duties associated with their position satisfactorily and shall provide activities consistent with the "skills to be learned" as outlined in Worksite Request.
2. Shall orient participants to the worksite (conditions of work, employer expectations, safety practices, etc.) on their first day of work and shall complete and return an employee orientation and safety form (supplied by the Service Provider) within the participant's first week of employment. The facilities and equipment of the Work Experience worksite used under this Agreement shall comply with all applicable federal, state and local health and safety laws.
3. Shall ensure that no currently employed worker is displaced by any Work Experience participant, including partial displacement such as a reduction in non-overtime hours, wages or employment benefits and/or infringement of promotional opportunity.
4. Shall not provide Work Experience positions where any other individual is on layoff from the same or substantially equivalent job, or terminate the employment of any regular employee with the intention of filling the vacancy so created with a Work Experience participant.
5. Shall provide the participant with work safety instructions for reasonable protection against injury and damage. It is the worksite's responsibility to provide a safe worksite that follows appropriate safety and child labor law requirements.
6. Shall provide supervision at the worksite, including an alternate supervisor when regular supervisors are absent. It is the responsibility of the worksite to adequately supervise participants. ***Service Providers please enter if you have minimum levels of supervision ratios.***
7. Shall submit to Service Provider authenticated participant time sheets in accordance with the payroll procedures of the Service Provider.

8. Shall report Workers' Compensation claims within 24 hours of occurrence.
9. Shall provide release time for participants to attend skill training, counseling and/or remedial education as part of the career orientation to be provided by the Service Provider.
10. Shall provide on-site exposure to the world of work and promote the development of good work habits and basic work skills for the Work Experience participant within a public, or private non-profit or private for profit agency.
11. Shall, on evaluation forms provided by the Service Provider, review participants Work Experience progress at least once during the training period and provide a copy of the same to Service Provider.
12. Shall abide by state and federal child labor laws, whichever is most restrictive.
13. The Work Experience Worksite shall not subcontract in the name of the Service Provider, North Central Counties Consortium or the State of California.
14. No alteration or variation of the terms of the Service Provider's Work Experience Agreement shall be valid and/or binding unless made in writing and signed by the parties hereto.
15. The Work Experience Worksite shall abide by the Assurances attached hereto as Exhibit B.

OBLIGATIONS of the SERVICE PROVIDER

1. Shall, as well as the North Central Counties Consortium, State of California and/or Department of Labor, have the right to conduct on-site monitoring of the Work Experience Worksite, including all records pertinent to this program.
2. Upon receipt of participants' time sheets, shall prepare participants' payroll and pay participants on a . **(Service Providers please insert your information).**
3. Shall ensure that Workers' Compensation Insurance is provided for all participants.
4. Shall orient worksite supervisors as to responsibilities, procedures and operations regarding the Work Experience Agreement.
5. Shall assure that worksite assignments are appropriate in terms of meeting participants' needs and labor market demand.
6. Shall orient applicants during intake as to their rights and responsibilities as Work Experience participants.

7. Shall assure that the worksite provides sufficient, meaningful work to occupy all the persons assigned during the hours they are at this site.
8. Shall provide orientation for participants and worksite supervisors as to payroll policies and procedures.
9. Shall authorize payment only for time worked by a participant at the rate of pay specified in Exhibit B, which is attached hereto and incorporated herein. No participant shall be required to work, or be compensated for work for more than 40 hours per week or those hours permitted to work in accordance with the child labor laws.

WORK EXPERIENCE AGREEMENT
WORKSITE ASSURANCES

It is required that the following assurances are either included in the body of the Work Experienced Agreement or as an attachment to the agreement. This information must be reviewed with the worksite and the signature of the person authorized to sign for the worksite must indicate that they reviewed and understood. Service Providers may determine that additional obligations are needed.

THE PARTICIPATING WORKSITE ASSURES THAT

1. No person in the United States shall on the ground of race, color, sex, religion, national origin, age, disability, sexual orientation, marital status, or any other characteristic protected by state or federal law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this Agreement.
2. It will comply with Title VI of the Civil Rights Act of 1964 and Government Code Sections 11135 through 11139.5 which prohibits employment discrimination where (1) the primary purpose of a contract or subcontract is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the activity aided pursuant to this Agreement.
3. No person with responsibilities in the operation of any program under the Agreement will discriminate with respect to any program client or any applicant for participation in such program because of race, creed, color, national origin, sex, political affiliation, beliefs or disabilities.
4. The Work Experience position does not involve political activities and sectarian activities.
5. No individual placed in a WEX placement may be directly supervised by that person's immediate family. No appointing authority shall employ or recommend for employment any near relative or in-law, such as a wife, husband, father, mother, brother, sister, son, or daughter to any position of employment in which the appointing authority has any supervisory authority.
[ref: WIA Final Rule Section 667.200 (g)(1)]
6. The Work Experience position does not involve activities that assist, promote or deter union organizing.
[ref: WIA Section 181 (b)(7)]

WEX WORKSITE AGREEMENT
WORKSITE REQUEST

Worksite: _____ **Supervisor:** _____

Address: _____ **Phone No.:** _____

Name/Title of Authorized Person to Sign Agreements: _____

Type of Organization : _____

Nature/Description of Organization (e.g. farm supply sales, restaurant, etc.):

Person Responsible for Time/Attendance: _____

Trainee Title: _____ **No. of Openings:** _____

Work Hours: _____ **to** _____ **Days of the Week:** _____

Elements of Training/Skills to be Learned

- 1) _____
- 2) _____
- 3) _____
- 4) _____
- 5) _____

Project Description/Project Outcome (list a specific project and outcome of project trainee may be involved in):

Special Requirements

Medical: _____

Clothing: _____

Other: _____

Minimum Age Requirement (Please specify reason): _____

Equipment/Tools to be Operated or Used: _____

Screening Required by Site (Please specify): _____

Worksite Representative Signature

Date

Print Name and Title

Must be included in or attached to a WEX Worksite Supervisor AND Participant Handbooks

SUPERVISOR/PARTICIPANT HANDBOOK
RULES AND REGULATIONS

Civil Rights

No individual applying for or participating in the Workforce Investment Act program may be discriminated against because of their sex, race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation or any other basis protected by state or federal law. This means that WIA participants may not be segregated or treated differently from other applicants or clients while participating in any WIA related program.

Grievance Procedures

Participants have the right to file a grievance if they believe they have a complaint or have been discriminated against without being penalized in any way.

If any WIA participant believes they have been discriminated against or had their rights violated, they should follow the grievance procedure used by the NCCC office. Any questions concerning the grievance process should be directed to:

EEO Officer
North Central Counties Consortium
422 Century Park Drive, Suite B
Yuba City, CA 95991
(530)822-7145

Nepotism

No individual placed in a WEX placement may be directly supervised by that person's immediate family. No appointing authority shall employ or recommend for employment any near relative or in-law, such as a wife, husband, father, mother, brother, sister, son, or daughter to any position of employment in which the appointing authority has any supervisory authority.

[ref: WIA Final Rule Section 667.200 (g)(1)]

Must be included in or attached to a WEX Participant Handbooks

ACKNOWLEDGEMENT OF RECEIPT AND REVIEW OF HANDBOOK

This is to acknowledge that I have received, reviewed, and understand my personal copy of the _____ Workforce Investment Act Work Experience Program Participant Handbook. In consideration for my employment, I agree to read, observe, and abide by the conditions of employment, policies and rules contained in the handbook. I understand and agree that from time to time, circumstances will undoubtedly require that the policies and procedures described in this Handbook to be amended or modified by _____. All effective changes will be in writing and may occur at any time, with or without prior notice.

I further understand and agree that my employment is entered into voluntarily and at all times shall remain "at will" and that I am free to resign at any time. Similarly, _____ is free to terminate my employment or alter the conditions of my employment at any time, with or without cause. I also understand that the terms set forth in this handbook represent the entire understanding between _____ and me and that this understanding cannot be amended or altered in any way by oral statements made to me. The only way in which this understanding set forth in this handbook can be altered is by written agreement signed and dated by _____'s Executive Director

I understand that I have the right and ability to have this handbook reviewed by any attorney of my choosing and that I sign this Acknowledgment of Receipt and Review without duress or misunderstanding.

PARTICIPANT	WORKFORCE INVESTMENT ACT STAFF
<i>Signature of WIA Participant</i>	<i>Signature of WIA Staff</i>
<i>Print Name of WIA Participant</i>	<i>Print Name of WIA Staff</i>
<i>Date</i>	<i>Date</i>

Instructions:

Two original signed copies of the Acknowledgement of Receipt and Review of Handbook are required. One original copy will be maintained in the Participant's WIA case file and one original copy will be given to the Participant.

WEX WORKSITE TRAINEE Orientation/Safety Training

This form must be completed with each participant within the first week of employment. Your failure to complete this form timely will affect continued program participation.

Participant Name _____
First
Middle Initial
Last
Age

Job Title _____ Date Employed _____

Physical Limitations _____

I. Orientation Completed Check (✓) as Completed

- A. Who to call if late or absent.
- B. When to call if late or absent.
- C. Who to notify when quitting or program is ending
- D. When to give notice when quitting or program is ending
- E. Other: _____

II. Safety Training Completed

- A. Company Safety Policy
- B. Safety Rules and Enforcement
- C. How to Report Unsafe Conditions
- D. Job Assignment
- E. Scope and Limits of Job
- F. Special Hazards of Job
- G. Other: _____

Supervisor

Employee

Signature _____ Signature _____

Print Name _____ Print Name _____

Date _____ Date _____

Alternate Supervisor

Signature _____

Print Name _____

Date _____

EMERGENCY TREATMENT FORM

(I) (We), the undersigned, parent(s) of _____ a minor, do hereby authorize _____ as agent(s) for the undersigned in our absence, to consent to X-ray examination, anesthetic, medical or surgical diagnosis or treatment; hospital care which is deemed advisable by, and is to be rendered under the general or special supervision and upon the advice of any physician and surgeon licensed under the State of California, whether such diagnosis or treatment is rendered at the office of said physician or at any duly licensed medical facility.

It is understood this authorization is given in advance of any specific diagnosis treatment, or hospital care required, but is given to provide authority and power on the part of our aforesaid agent(s) to give specific consent in any medical emergency to any and all such diagnosis, treatment or hospital care which the aforementioned physician in the exercise of best judgment may deem advisable. This authorization is given pursuant to the provisions of SECTION 25.8 of the Civil Code of California.

This authorization shall remain in effect until revoked in writing and delivered to said agent(s).

Minor Name:	Date of Birth:
Home Phone:	Work Phone:
Parent/Guardian:	Relationship:

Family Doctor:	Phone:
Address:	
Health Concerns/Medical Restrictions/Allergies:	

Parent/Guardian Signature: _____ Date: _____