

MEMORANDUM OF AGREEMENT
WORKSITE AGREEMENT



1. _____, the worksite, located at _____ agrees to provide an Illinois Y.E.S. worksite, an on-site supervisor or mentor to oversee the worker-trainee(s) in the job, and to accurately report for payroll purposes on timesheets provided, the times worked by the worker-trainee(s) at the worksite.
2. This agreement was negotiated with (insert LWIA NAME) acting as an authorized agent of the Illinois Department of Human Services (hereafter IDHS) through the Illinois Department of Commerce and Economic Opportunity (hereafter IDCEO).
3. The purpose of this Agreement is to establish rights and responsibilities of the parties.
4. The purposes of the Illinois Y.E.S. program are to foster economic recovery and put Illinoisans back to work earning income to support themselves and their families by subsidizing employment through September 30, 2010, to unemployed or underemployed parents (ages 16-24) of minor children and youth ages 16 through 24, who meet the TANF eligibility requirements of IDHS.
5. Illinois Y.E.S. is funded by the State of Illinois and the Temporary Assistance for Needy Families (TANF) Emergency Contingency Fund (ECF). IDHS is the responsible state agency claiming the available American Recovery and Reinvestment Act funds and is the lead state agency responsible for the Illinois Y.E.S. initiative.
6. IDHS agrees to draw down and deliver the Federal ARRA funds to ensure worker-trainee(s) are paid on a regular payroll cycle.
7. (insert LWIA NAME), consistent with its subgrant with IDCEO, agrees to serve as the employer of record for purposes of Illinois Y.E.S. and will be responsible for the direction and control of the worker-trainee(s), including:
 - a) Assignment of worker-trainee(s) to appropriate worksites, and removal if necessary,
 - b) Approval of the number of hours worked by worker-trainee(s),
 - c) Payroll issuance to the worker-trainee(s),
 - d) Worker's Compensation Insurance, if applicable,
 - e) Payroll taxes including the employer portion of Social Security taxes, and
 - f) Reporting the worker-trainee(s)'s income to the Internal Revenue Service.
8. (insert LWIA NAME) as the employer of record will maintain Employment Eligibility Verification (I-9) records and will provide the worksite with copies of said documents if requested.
9. (insert LWIA NAME), or its authorized agent, will provide documentation if appropriate for the worker-trainee (s) to be pre-qualified for the Work Opportunity Tax Credit should the worksite choose to hire the worker-trainee(s).
10. In the event that the Illinois Department of Employment Security, or court, determines that Illinois Y.E.S. is not a work-relief program, the employer of record would be responsible for any successful unemployment insurance benefit claims submitted by worker-trainee(s).
11. The worksite agrees to provide job experience, skill acquisition and meaningful work to the worker-trainee(s) that is relevant to worksite jobs or sector jobs. The worksite is not being separately compensated for this service.
12. The worksite agrees to mentor and supervise the worker-trainee(s) to ensure skill and experience acquisition adequate to pursue employment. The worksite is not being separately compensated for this service; it is their in-kind contribution to Illinois Y.E.S.

13. The worksite agrees to allow IDHS to count the worksite's supervision and training expenses toward the state's Maintenance of Effort (MOE) requirement under the TANF program. The worksite certifies that this supervision and training is being provided by staff that is funded by private funds or is funded primarily (at least 50%) by non-Federal funds.
14. The worksite agrees to prepare the (insert LWIA NAME)-provided timesheets in a customary businesslike fashion, ensuring accuracy as to the hours worked and to provide said timesheets for the worker-trainee(s) in a timely fashion to the (insert LWIA NAME) to ensure payroll can be processed without delay.
15. The worksite agrees that the worker-trainee(s) shall work at least 30 hours per week but not more than 40 hours per week and will document the hours accurately.
16. The (insert LWIA NAME) shall provide the worker-trainee(s) with any tools, equipment, safety gear, or uniforms required to perform the work at the worksite.
17. The worksite agrees to maintain and preserve the confidentiality of its worker-trainee(s) as it would of any employees. Furthermore, the worksite agrees to refrain from providing the names of worker-trainee(s) to media or other non-parties to this contract.
18. The worksite affirms that if the worksite is subject to a collective bargaining agreement, the employ of worker-trainee(s) under Illinois Y.E.S. in no way impairs the terms of the contract. Moreover, the worksite affirms that the worker-trainee(s) are not being employed as replacement workers during a labor dispute and that no employee has been displaced or had hours reduced to employ worker-trainee(s).
19. Worksites shall abide by the following provisions throughout the Illinois Y.E.S. program:
 - a) Worksites cannot employ family members as part of the Illinois Y.E.S. program. Worker-trainees may not be related by blood or marriage to the worksite employer.
 - b) Participating worksites may not:
 - a. Be engaged in the adult entertainment industry,
 - b. Be an organization whose primary business is the sale and distribution of packaged liquors,
 - c. Place worker-trainees in positions in which their primary duty is to promote religious views,
 - d. Place worker-trainees in a position in which any of their duties involve political campaigning or lobbying activities, or any other political activities,
 - e. Be engaged in the sale of firearms as their primary business, or
 - f. Be golf courses, swimming pools, casinos or other gambling establishments, zoos, or aquariums.
 - c) Worksites may only place Illinois Y.E.S. worker-trainees into positions that would not exist but for the Illinois Y.E.S. program. Therefore worksites may not fill positions that were vacated after June 1, 2010 with Illinois Y.E.S. participants, and may not reduce hours of existing employees in order to employ Illinois Y.E.S. worker-trainees.
 - d) Worksites may not lay off an employee, and then rehire that employee or otherwise fill the position through the Illinois Y.E.S. program.
 - e) Worksites agree to comply with all applicable labor laws.
 - f) Worksites agree that worker-trainee supervisors must pass a background check.
 - g) Illinois Y.E.S. worker-trainees must not comprise more than 50% of the worksite's full- and part-time workforce.
 - h) Worksites will be expected to consider Illinois Y.E.S. worker-trainees for unsubsidized positions at the end of the Illinois Y.E.S. program as they are able. Providing unsubsidized employment for worker-trainees is not a requirement of the program.
 - i) Worksites will provide a valid DUNS number and Federal Employer Identification Number.
20. (insert LWIA NAME) and its authorized agents reserve the right to, in consultation with IDCEO, terminate the relationship with any worksite who fails to provide an appropriate work environment for Illinois Y.E.S. worker-trainees.

TERM

This Agreement shall become effective upon the date of execution by the worksite and (insert LWIA NAME) or its authorized agent, and shall terminate on September 30, 2010. The worksite assumes all responsibility for the worker-trainee(s) as of October 1, 2010 if the worksite keeps them employed at the worksite. This agreement for Illinois Y.E.S. can only be extended by written agreement of IDCEO and IDHS.

- This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.
- This Agreement may be modified or amended at any time during its term by mutual consent of the parties expressed in writing, and signed by the parties.
- Either party upon thirty (30) days written notice to the other party may terminate this Agreement.
- This Agreement, including the rights, benefits and duties hereunder, shall not be assignable without the prior written consent of the other party.
- Invalidity of any provision, term or condition of this Agreement for any reason shall not render any other provision, term or condition of this Agreement invalid or unenforceable.

Worksite	DUNS Number	FEIN
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Authorized Signature

Printed Name and Title

Date

Agent Organization

Authorized Signature

Printed Name and Title

Effective Date

Illinois Department of Human Services

Authorized Signature

Jennifer Hrycyna, Associate Director, Human Capital Development

Printed Name and Title

Date

The following LWIA service provider(s) are authorized by IDHS and (insert LWIA NAME) to enter into this MOA/Worksite Agreement: