**Department of Human Services Community Youth Employment Program**

**Work Experience Program Worksite Agreement**

This Agreement is made between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and

 (Herein Referred to as Service Provider)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Herein Referred to as Worksite Agency)

a ***public****,* ***non-profit****,* or ***private for profit*** organization to provide employment and training services to eligible youth and young adults participating in the summer youth employment program. Under this Agreement, participants will be provided work experience, which is valuable and meaningful for both the participants and the agency. Work experience will be consistent with each participant’s capabilities and interests and align with one of the 16 national recognized career clusters consistent. Work experience should also aid in the development of skills and work habits, which will assist the participant in obtaining unsubsidized employment in the future.

**Parameters of Program**

1. Worksite placement opportunities will be contingent on available funding.
2. All federal and state labor laws must be followed.
3. Trainee’s placement at a worksite cannot cause the displacement of a regular employee.
4. Trainees are placed in a planned, structured learning experience in a workplace for a limited period of time to perform duties as outlined in the **Attached Job Description** which shall by reference be made a part of this agreement.
5. Worksite placements that are prohibited include:
	1. Employment in the adult entertainment industry
	2. Sale or distribution of packaged liquors
	3. Sale of firearms
	4. Casinos/gambling establishments
	5. Organizations with political or religious affiliations
6. Hours on the job can vary but are not to exceed the normal and usual hours to complete the job.
7. Trainees scheduled to work 7 ½ continuous hours or more must have an unpaid meal period of at least 20 minutes. The meal period must be given to an employee no later than 5 hours after beginning work.
8. Overtime will not be authorized unless normally required for the position and authorized in advance in the work schedule found in the **Attached Job Description.**
9. No lunch hours or breaks are paid unless normally paid to all workers at the worksite in similar positions.
10. There will be no paid leave time i.e. vacation/sick/personal days or paid holidays.
11. Holidays are paid at regular hourly rate only when the trainee works. The worker will adhere to the worksite’s holiday schedule and/or the *Service Provider* holiday schedule to be determined by both parties.
12. Special equipment or clothing as outlined in this agreement may be provided by *Service Provider* if required for the job and not normally provided to other employees by the worksite.

**Department of Human Services Community Youth Employment Program**

**Work Experience Program Worksite Agreement**

**Worksite Assurance**

**The Worksite Agency assures that:**

1. Trainees receive a structured training opportunity to gain the knowledge and competencies necessary to be successful in the occupation.
2. Sufficient work is available to trainees as well as adequate equipment and materials to perform the job as outlined in the job description found in **Attachment A.**
3. The address listed below is the only company location where the trainee will complete placement hours. Requests will be made prior to transferring trainee to alternate locations pending approval from *Service Provider*.
4. No other individual is on layoff, or has been terminated from the same or any substantially equivalent job that the trainee will be assigned.
5. No current employee shall be displaced (including partial-displacement, such as a reduction in hours or employee benefits) to accommodate a placement at your worksite.
6. This placement opportunity is not created in a promotional line that infringes in any way on the promotional opportunities of currently employed workers.
7. The worksite placement will not impair any collective bargaining agreement in place.
8. Trainees cannot be employed by immediate family members. For the purpose of this agreement, immediate family is defined as spouse, children, parents, grandparents, grandchildren, brothers, sisters or persons bearing the same relationship to the trainee’s spouse.
9. Compliance with the Illinois and Federal Fair Labor Standards Act will be adhered to at all times.
10. Compliance with all Safety standards established under Federal and State law shall be applied to working conditions of the trainee.
11. Compliance with all EEO & ADA law will be adhered to at all times.
12. Confidentiality of trainees placed at the worksite will be maintained at all times and no trainee information will be provided to media outlets or persons outside of Service Provider.
13. The *Worksite Agency* may be responsible for additional costs in the event a trainee workers over the agreed upon scheduled hours.
14. Timesheets will be accurately verified and submitted to *Service Provider* within the timeframe established below under “Time Attendance and Compensation” in this agreement.
15. *Worksite Agency* will provide time as identified by the Worksite and Service Provider for the youth to participate in work readiness and career education training conducted by *Service Provider.*
16. No trainee will operate or be transported in privately owned vehiclesduring working hours.
17. No trainee will be allowed to drive any motor vehicle during working hours unless previously agreed upon in this worksite agreement.
18. Recognition of program guidelines in that no obligation exists to employ the trainee following completion of placement hours.
19. Cooperation with Work Experience Representative and State Officials in monitoring progress of trainees.
20. Adherence to all program regulations as outlined by the *Service Provider* and parameters of program.
21. Compliance with Service Provider accident and incident reporting process. All accidents and incidents must be reported within 24 hours.
22. Employees will not be employed in building, operating, or maintaining any [art of any building, which is used for religious instruction or worship.
23. This agreement will not assist with political or lobbying activities or the cost of any salaries or expenses related to any activity designed to influence legislation or appropriation pending before the Congress of the United States.
24. Worksite Agency not its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any Federal or State Department or agency.

**Service Provider Assurances**

**Service Provider assures:**

1. To be the employer of record.
2. To provide worker’s compensation to all trainees placed at the worksite.
3. Prompt payment of trainees’ wages, stipends, supportive services and required fringes such as FICA, and worker’s compensation insurance.
4. Service Provider will provide trainees with the required tools and attire needed to perform the job duties assigned if they are not normally provided to other employees by the worksite and funds are available. Include required told and attire in **Attachment Job Description**.
5. A Work Experience Representative will disseminate information relevant to the program, address work-related concerns and assist trainees in their career development objectives.
6. *Service Provider* will provide a case manager to assist youth in the required work readiness and career education training.

**Time Attendance and Compensation**

Accurate time and attendance records will be kept by the supervisor on each participant and will reflect the time actually worked by the participant. **PARTICIPANTS WILL NOT BE PAID FOR ABSENCES, UNWORKED HOURS {THIS INCLUDED LUNCH ON OR OFF PREMISES} OR RECREATIONAL ACTIVITY. UNDER NO CIRCUMSTANCES SHOULD ANY PARTICIPANT WORK OVER 40 HOURS IN A WEEK (unless authorized under this agreement in the Job Description).** Using time sheets provided by the Service Provider, participants shall sign in when reporting to work each day and sign out at the completion of the specified number of hours each day as described in this Agreement. The sign in and sign out record will reflect actual starting and stopping times for hours worked and will reflect the lunch break. No one else will be allowed to sign a participant in or out. Time and attendance records will be signed at the end of each day by the participant and at the end of the two week period by the participant and the supervisor, whose signature will certify its accuracy.

Time Sheets are due to the Service Provider for payroll preparation by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Time Sequence)

Delivered to: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ via: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Name of designated Service Provider Staff) (Method, i.e. email, pickup, delivery)

Participants will be paid at the rate of $9.00 an hour. Payroll dates are the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the month.

If the number of the participants or activities of the worksite change, the *Worksite Agency* agrees to notify the *Service Provider* immediately so this agreement may be modified.

**Department of Human Services Community Youth Employment Program**

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**Worker Trainee Placement Information**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **# Slots**  | **Job Title** | **Hours per Week** | **Number of Weeks** | **Supervisor** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

**Authorized Signatures**

*Service Provider* reserves the right to terminate the Work Experience Agreement if it is deemed that the *Worksite Agency* is not providing a positive, safe working environment or fails to adhere to any part of this agreement.

This agreement may be terminated by either party, for any reason whatsoever, by giving written notice to the other party. The worksite agreement can be modified or updated upon mutual consent of both parties.

The *Worksite Agency* shall be responsible for, and shall indemnify *Service Provider*, its officers, employees and agents for any injuries sustained by any trainee or third parties, resulting from the negligent acts and/or intentional wrongful acts of the *Worksite Agency* or its agents, or employees while performing under this agreement.

1. Service Provider Authorized Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­\_\_\_\_\_\_\_

Signature

 Service Provider Organization Name/Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address

1. Authorized Worksite Administrator: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature

 Worksite Organization Name/Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Address

1. Address of Actual Worksite if different then Organization Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address City Zip Code

**TERM: THIS AGREEMENT WILL TAKE EFFECT ON \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ AND TERMINATE NO LATER THAN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (DATE).**