

WIOA Work Experience Worksite Agreement

This agreement is entered into by and between on this _____th day of _____, 20____
Easter Seals TriState, LLC, hereinafter referred to as ESTS, on behalf of Area 12 Workforce
Investment Board – Butler, Clermont, Warren, hereinafter WIB-BCW, and,
_____, hereinafter referred to as Worksite/Worksite Partner, for
work experience of youth as authorized through the Workforce Innovation and Opportunity
Act.

Purpose:

Easter Seals TriState, has the authority to provide temporary entry level work experiences to
WIOA eligible and enrolled youth from age 16 through age 24 years; and

WITNESSETH:

WHEREAS, eligible Worksites offer work experience in high demand occupations; and

WHEREAS, the Worksite desires to participate in the WIOA youth program by providing work
experience opportunities for youth at an approved Worksite location.

NOW THEREFORE, in consideration of the promises and mutual covenants herein set forth, it
is agreed by and between the parties hereto as follows:

- A. ESTS will provide youth recruitment, intake and job placement; payroll preparation and distribution; youth counseling; worksite visitation/evaluation; and other services for youth and technical assistance to the Worksite, as required.
- B. ESTS will only place WIOA eligible and enrolled youth at the Worksite. ESTS does not discriminate against, deny services to or exclude from participation any person on the grounds of race, color, national origin, religion, age, sex, handicap or political affiliation or belief; and that it will target employment and training services to those most in need of them and best able to benefit from them.
- C. Timesheets, signed by the participant and the worksite supervisor, will be on file in the Easter Seals office. Worksite information will be included in Attachment A of the Worksite Agreement. Additional participants may be added throughout the duration of the Worksite Agreement.
- D. Youth may be required to attend WIOA job training/workplace literacy sessions and seminars. These will be scheduled in advance in collaboration with the Worksite.

- E. Easter Seals or its authorized representative, the Secretary of Labor or his/her authorized representative(s) and the Governor of the State of Ohio or his/her authorized representative(s) may at all times have the right to access, and inspect when necessary and without prior notice, the place of work under this agreement and any records pertinent to this agreement, to assure the progress and quality of training or to determine compliance with the agreement's terms.
- F. The Worksite agrees that the services of the WIOA Youth participants will not displace regular employees, but will be used to augment the regular workforce or for special programs designed for youth. Further, any Worksite that has laid-off an employee within a requested job classification will not have its request filled until twelve months from the date that the lay-off occurred.
- G. The Worksite agrees that youth will not be involved in programs or activities which are in violation of Federal or State regulations, as amended, governing religious/sectarian, or political activities.
- H. The Worksite shall save and hold harmless the Easter Seals TriState, the Area 12 Workforce Investment Board and their employees from liability of any nature arising from the participation in WIOA funded programs, including, but not limited to: cost and expenses for or on account of any suits or damages of any character whatsoever resulting from injuries or damages sustained by persons or property resulting in whole or in part from negligent performance or omission of an employee, agent or representative of the Worksite, as well as the youth and other individuals working for the Worksite agency pursuant to this agreement.
- I. The Worksite agrees to provide, at their expense, adequate and qualified adult supervision. The Worksite must be responsible for assuring the Worksite Supervisors comply with the requests of the WIOA staff regarding issues related to WIOA Youth participants and in particular, maintain accurate youth timesheets. The Worksite Supervisor will be held responsible for keeping accurate records of hours worked by each youth.

Wages requested must be for hours. Time sheets must be signed by each youth and his/her supervisor before payroll checks can be issued. Records pertinent to this agreement shall be retained by the worksite for the duration of the program and thereafter delivered to the Easter Seals within seven days to be properly stored.

- J. The Worksite assures that no person under its employment who presently exercises any functions or responsibilities in connection with the ESTS or WIOA funded projects or programs, has, or had any financial interest, direct or indirect, in this agreement, nor will the Worksite hire any person having such financial interest.
- K. The Worksite agrees to abide by all Federal, State and local labor laws; State of Ohio and Federal Minor Labor Law restrictions (Attachment B); Civil Rights Provisions which include, but are not limited to, Title VI and VII of the 1964 Civil Rights Act;

Ohio Revised Code 4112; Age Discrimination Enforcement Act; Rehabilitation Act of 1973; as well as any and all amendments thereto.

- L. The Worksite agrees and understands that participation in WIOA programs requires no compensation of any kind to either party, and that there will be no compensation of any kind made to the Worksite.

M. Indemnification

To the fullest extent permitted by law, the Worksite Partner shall indemnify, defend and hold harmless Easter Seals and its officers, directors and employees from and against all claims, damages, losses and expenses arising out of or resulting from the services or work of Easter Seals, including the operation of motor vehicles by employees of Easter Seals within the scope of this Worksite Partner Agreement.

N. Insurance Requirements

The Worksite Partner shall maintain the requisite Commercial General Liability and Business Auto Liability insurance while this Worksite Partner Agreement is in effect.

Prior to the commencement of any work under this Worksite Partner Agreement, the Worksite Partner shall provide Easter Seals with an insurance certificate indicating the required insurance is being provided.

Thirty-day's written notice shall be provided to Easter Seals before any cancellation of any coverage.

Worksite Partner's insurance shall be primary and any insurance maintained by Easter Seals shall be excess and non-contributing with Worksite Partner's insurance.

Worksite Partner agrees to waive any rights of subrogation against Easter Seals and shall maintain a Waiver of Subrogation endorsement.

The Worksite shall comply with all Federal and State Occupational Safety and Health Regulations (OSHA) dealing with safety of workers on the worksite. The Worksite shall save and hold harmless ESTS, the Area 12 Council of Governments, Area 12 Workforce Investment Board, and their employees, from any and all liability that may arise as a result of an OSHA violation.

- O. Any changes in supervision, Worksite location, work duties or schedule for youth assigned to the Worksite, or any other changes in this Agreement, will be made only with prior written notification to and written approval from ESTS. Failure to follow this procedure may result in immediate termination of the Worksite Agreement at the sole discretion of ESTS.
- P. The Worksite and ESTS understand and agree that signing of this agreement does not guarantee the placement of youth at the Worksite(s). ESTS will notify the Worksite if there will be a reduced number or no placement of youth due to the unavailability of youth within ten (10) days after the beginning of the program.
- Q. This agreement may be terminated without cause ten days following the receipt of written notice of termination given by either party. This agreement may be immediately terminated without legal or financial liability of ESTS for the causes listed below:
1. If supervision provided is deemed inadequate;
 2. If there is insufficient work for the youth;
 3. If there is a lack of funds or if funding becomes unavailable to the One-Stop;
 4. If the Worksite refuses to accept any additional conditions that may be imposed upon the Worksite by the Department of Labor, the State of Ohio Department of Job and Family Services/WIOA Division or ESTS or if the Worksite, in the sole opinion of ESTS, fails to comply with any provisions of this agreement.
- R. This agreement may be modified upon mutual consent of both parties.
- S. **GROUND FOR DISCIPLINARY ACTION AND PENALTIES.** Upon enrollment, each youth will be given work rules and the disciplinary policies
- T. **CERTIFICATIONS:** The undersigned individuals have read and fully comprehend all statements in this Worksite Agreement and signify by their signatures a voluntary intent to be fully bound by the provisions of this agreement as well as any and all attachments which are explicitly merged and incorporated into the agreement. In addition, the organized labor representative, if applicable, reviewing this agreement expressly stipulated by his/her below affixed signature that he/she has read, understands and voluntarily concurs with the Worksite Agreement. A copy of the completed Worksite Agreement will be returned to the Worksite Administrator after being reviewed and signed by ESTS representative. The Worksite is to retain its copy of the Worksite agreement in its files for the duration of the program year.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day
of _____, 20__.

Signature/Worksite Administrator

Title of Worksite Administrator

EasterSeals TriState, LLC

ATTACHMENT A

Youth Work Experience

Request Form

I. Agency Information:

Agency Name: _____

Address: _____

Phone: _____ E-mail _____

Agency Administrator: _____

Contact Person: _____

II. Program Information: Work for the youth will begin at the worksite on or about _____ and continue until on or about _____. Be sure that you have enough work for the number of youth you request. Youth will work a maximum of _____ hours per week, normally _____ hours per day. Any request for change in hours, job duties, or supervisor must be made in written or verbal form to ESTS.

All youth must be supervised. Please review the job description included in the worksite packet, which briefly outlines responsibilities of a Worksite Supervisor. All supervisors must be adequately oriented before a youth may begin work.

Please provide all of the information requested below for each worksite.

Worksite	Name and Phone # of Supervisor	Number of youth requested	Preferred Age of Youth	Schedule of Hours	Interview Requested?
				From: To:	Yes No
				From: To:	Yes No
				From: To:	Yes No
				From: To:	Yes No
				From: To:	Yes No

III. Job Description(s): Each worksite, even if located in the same building (i.e. clerical and custodial) should be listed as a separate worksite.

Worksite #1 _____

Worksite #2 _____

Worksite #3 _____

IV. Additional Information:

Is your agency planning to have youth use power-driven machinery and/or perform any “hazardous occupational orders”? (Please refer to Child Labor Laws)

_____ Yes _____ No If yes, please describe the type of power-driven machinery to be used and/or “Hazardous” work tasks.

Training and safety instructions must be provided by worksite personnel if skilled or special equipment is required to perform the tasks described in this agreement. Youth work activities are governed by the applicable State and Federal Child Labor Laws.

If weather or other factors do not permit the regularly scheduled work to be done, please describe the contingency plan of work duties for youth employees.

Additional rules or policies to be followed at the worksite during work time are listed in the Worksite Agreement. These rules will be in addition to the disciplinary rules provided in Attachment C of the Worksite Agreement.

The undersigned individuals signify by their signatures that they have read and fully comprehend all statements in this Youth Work Experience request Form and that they understand and agree that this is a request form only and that it does not guarantee the placement of WIOA youth at the worksite (s) requested.

Signature of Worksite Administrator/Title

Date

Job Developer

Date

Youth Services Program Manager

Date

Participant of Work Experience

Date

Minor Labor Laws

In accordance with State of Ohio Child Labor Laws, 14 and 15 years olds MAY NOT:

1. Operate electric or gas lawn mowers
2. Operate string or blade trimmers, weed eaters, or weed whips.

In accordance with the State of Ohio Child Labor Laws, minors under the age of 16 MAY NOT are involved in the following tasks:

1. Operating a tractor of over 20 PTO (Power take Off) horsepower or connecting or disconnecting an implement of any of its parts to or from such a tractor.
2. Operate a power post hole digger, post driver, or non-walking type rotary tiller or power mover;
3. Operate or assist in the operation of (including starting, stopping, adjusting, feeding or any activity involving physical contact with the operation of)
4. Work from a ladder or scaffold
5. Drive a bus, truck, or automobile when transporting passengers.
6. Handle or apply agricultural chemicals classified under the Federal Fungicide and Rodenticide Act (7 U.S.C. 135 et. Seq.) as Category I toxicity, identified by the “skull and crossbones” on the label or Category II of toxicity, identified by the word “WARNING” on the label.
7. Work in connection with cars, trucks, or busses involving the use of pits, racks, lifting apparatus or involving inflation of any tire mounted on a rim equipped with a removable retaining ring.

In accordance with the State of Ohio Child Labor Laws, minors under the age of 18 MAY NOT be involved in the following tasks:

1. Operating or helping to operate the following power driven tools:
 - a. Circular saws
 - b. Band saws
 - c. Guillotine shears.
2. Setting up, adjusting, repairing, oiling, or cleaning circular saw, band saws, or guillotine shears.
3. Excavating, working in or backfilling (refilling) trenches except:
 - a. Manually excavating or manually backfilling trenches that do not exceed (4) feet in depth at any point.
4. Using fertilizers, fungicides, insecticides, rodenticides, or herbicides.

When there is disagreement between State and Federal Child Labor Laws, the most restrictive standard is to be used. Attached is a summary of the comparison of the State and Federal requirements.

GROUPS FOR DISCIPLINARY ACTIONS AND PENALTIES

GROUP I OFFENSES

FIRST OFFENSE- Written reprimand

SECOND OFFENSE- Written reprimand, counseling

THIRD OFFENSE – Three days suspension

FOURTH OFFENSE – Termination

1. Failure to call or text Supervisor and WDS about missing work – for any reason.
2. Creating or contributing to unsanitary or unsafe conditions, including risking of personal safety (spitting, hitting, etc.)
3. Failure to use reasonable care of agency property or equipment
4. Bringing a friend to the worksite during work hours
5. Not responding to a reasonable request from a supervisor
6. Failure to enter work hours or sign timesheet
7. Wearing inappropriate or dirty clothing to work
8. Use of cell phone while at work (except while on break or approved by supervisor)
9. Inappropriate conversations with co-workers, supervisors or customers
10. Unprofessional comments or postings on social media about workplace, coworkers, or customers

GROUP II OFFENSES

FIRST OFFENSE – Written reprimand, counseling

SECOND OFFENSE - Three (3) day suspension WITHOUT PAY

THIRD OFFENSE- Termination

1. Unauthorized use of agency property or equipment
2. Willful disregard of department rules
3. Use of abusive or threatening language toward supervisors, co-workers or other persons
4. Malicious mischief, horseplay, wrestling or other undesirable conduct

GROUP III OFFENSES

FIRST OFFENSE – Mandatory counseling sessions (determined by degree of offense)

*****SECOND OFFENSE – Termination**

1. Being in possession of or drinking alcoholic beverages or controlled substances without a bona-fide prescription while on the job
2. Wanton or willful neglect in performance of assigned duties or in the care, use, or custody of county property or equipment.
3. Abuse or deliberate destruction in any manner of county property or employees
4. Signing or altering other employees' time cards or unauthorized altering of own time card
5. Stealing or similar conduct including destroying, damaging or concealment of any property of the county or other employees
6. Fighting or attempting injury to any other persons