

SUMMER YOUTH EMPLOYMENT PROGRAM
2010 WORKSITE AGREEMENT

This agreement is made by and between the Contra Costa County Employment and Human Services Department on behalf of the Workforce Development Board of Contra Costa County and the Mt Diablo Unified School District, (Worksite) for the Worksite to provide employment and training services to eligible youth participating (participants) in the Summer Youth Employment Program. This agreement is effective from June 1, 2010 to September 30, 2010.

I. RECITALS

- A. The Workforce Development Board of Contra Costa County (WDB) is a recipient of the American Recovery and Reinvestment Act (ARRA) grant to fund its Summer Youth Employment Program (Summer Youth Program) whereby prospective companies and government agencies provide employment and training services to eligible youth participants ages 14 to 21.
- B. The participants that are eligible to participate in the Summer Youth Program will be provided useful work experience and enrichment activities consistent with each participant's capabilities and interests.
- C. The Housing Authority of Contra Costa County (Employer of Record), under a separate contract with the WDB, will be responsible for paying the participants in the Summer Youth Program for actual time worked as certified by the supervisor at the Worksite.

II. WORKSITE OBLIGATIONS

- A. Worksite will provide a safe and sanitary working environment for each participant in the Summer Youth Program.
- B. Worksite will arrange for the participants in the Summer Youth Program to perform work activities described in Attachment A, 2010 Request for youth Form and Attachment B, Statement of Work Description and Worksite. Should the number of participants or the activities of the Worksite change, the Worksite agrees to notify Summer Youth Program staff and the Workforce Development Board.
- C. Worksite will arrange for each participant in the Summer Youth Program to have a sufficient amount of work.
- D. Worksite will provide a full-time supervisor for the participants in the Summer Youth Program. The supervisor ratio will be at least one supervisor for every twelve participants. All Worksite supervisors should be experienced in the job position and in working with youth. If a Worksite supervisor is absent, the Worksite will provide appropriate substitute supervision.

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- E. Worksite will properly train supervisors and substitute supervisors. Worksite will direct supervisors and substitute supervisors to attend the supervisor's orientation session prior to the start of the Summer Youth Program. Worksite will provide supervisors and substitute supervisors with the appropriate written materials needed to perform their duties.
- F. Worksite will record each participant's time and attendance. Worksite will ensure that supervisors keep accurate time and attendance records for each participant that reflects the actual time worked. Worksite must explain and enforce their absence and tardiness policy to the summer youth. Worksite will use the standard Summer Youth Program time sheets to record time and attendance for each participant. Worksite will ensure that participants sign in when reporting to work and sign out at the completion of the specified hours. Worksite will not allow a participant to sign in and out simultaneously.
- G. Worksite shall maintain current and accurate records.
- H. Worksite will brief each participant about his/her prospective Worksite including but not limited to: (1) An explanation of the duties to be performed; (2) The rules and regulations of the job; (3) Grievance procedures; (4) Emergency and on the job injury procedures; (5) Restrictions on visits by participant's friends; (6) Attendance and time card procedures; (7) Supervisor-to-participant ratio; (8) Maximum amount of time allowed to work; (9) Overtime and recreation activities policy; (10) Acknowledgement that work-sites are monitored by the Workforce Development Board of Contra Costa County; and (11) Inform participants that proper identification (drivers license and/or student I.D.) must be presented when picking up a paycheck.
- I. Worksite supervisors will certify accuracy of timesheets by signing them at the end of each pay period. Worksite supervisors are responsible for completing the time sheet. The Worksite shall not sign a blank timesheet and request that the participant complete and submit the time sheet.
- J. The Worksite will employ a maximum of 12 participants, each working for a maximum of 120 hours. Request to increase the number of participants must be submitted in writing to the WDB Summer Youth Employment Program Coordinator.
- K. The Worksite may not directly or indirectly cause the displacement of any of the Worksite's regular employees due to participation in the Summer Youth Program.
- L. The Worksite will collect a copy of the participant's W-4 and I-9 and transmit it to WDB Summer youth Employment Program Coordinator.

III. PAYROLL PROCEDURES

- A. Time sheets must be transmitted to Summer Youth Employment Program Coordinator Workforce Development Board, 300 Ellinwood Way, Suite

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300,. Pleasant Hill, Ca 94523 every two weeks by the Worksite Supervisor.

- B. Participants will be paid \$8.25 per hour. Checks will be issued bi-weekly starting on or after June 1, 2010. Requests by a Worksite supervisor for a deviation from this pay standard must be submitted in writing to the Summer Youth Employment Program Coordinator.
- C. Total payments to the Summer Youth Program participants under this contract shall not exceed \$_1500_____.

V. INSURANCE

- A. The Workforce Development Board shall carry Worker’s Compensation insurance which shall meet all statutory requirements and such insurance shall be carried throughout the term of this agreement. Any Worker’s Compensation claims from participants shall be processed through the Workforce Development Board’s Workers Compensation Insurance, not through the Worker’s Compensation insurance carried by Worksite.

VI. INDEMNIFICATION

Worksite will defend, indemnify, save, and hold harmless Contra Costa County (County) and the Employer of Record and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or corrected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Worksite, its officers, employees, agent, contractors, subcontractors, or any persons under its direction or control. If requested by the County and/or the Employer of Record elects to provide its own defense, Worksite will reimburse the County and/or the Employer of record for any expenditure, including reasonable attorney’s fees and costs. Worksite’s obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or the Employer of Record or any other person; provided, that the Worksite is not required to indemnify the County or the Employer of Record for the portion of liability a court determines its attributable to the sole negligence or willful misconduct of the County or the Employer of Record, its officers and employees. This provision will survive the expiration or termination of this Agreement.

VII. TERMINATION

- A. This Agreement may be terminated by either Worksite or the County by giving at least 30 days written notice thereof to the other party.
- B. Failure to adhere to the rules and regulations of the County may constitute termination of this Agreement

The parties whose signature(s) appear below have reviewed and accepted the terms described in the Agreement and other documents referenced. This document may be amended as necessary to ensure compliance with the Agreement executed between the Workforce Development Board and the Employer of Record.

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Signatures:

Workforce Development Board of Contra Costa County

By: _____ Date: _____
Stephen Baiter, Executive Director

Worksite: Mt. Diablo Unified School District

By: _____ Date: _____
Signature, Authorized Worksite Representative

Print Name and Title email address