



## SUMMER YOUTH EMPLOYMENT PROGRAM WORKSITE AGREEMENT

Polk County Workforce Development Board, Inc. (Polk Works) as the Regional Workforce Development Board, and \_\_\_\_\_ whose address is \_\_\_\_\_,

hereinafter referred to as the Agency, agree to the following terms of this Agreement.

### 1. Program Overview

The Summer Youth Employment Program shall consist of paid work experience, wherein a participant referred by POLK WORKS to the Agency is introduced to age appropriate activities with the rigors, demands, rewards, and sanctions associated with holding a job reinforced during the program. Under the guidance and supervision of the Agency and in accordance with the job description attached hereto, the participant should be provided meaningful work experience that will help them to receive the training and experience that is required to be successful in the job. It is understood by POLK WORKS and the Agency that no legal employer-employee relationship is created or exists between the Agency and the participant.

### 2. Period of Agreement

This work site agreement, # SYEP 09-\_\_\_\_\_, shall begin on June 15, 2009 and end no later than \_\_\_\_\_. No participant shall begin work until this Agreement is fully executed by both the Agency and POLK WORKS.

### 3. Work Experience Period and Limitations

Participants may work up to 20 hours/week. Participant(s) may work for no longer than 8 weeks or until this Agreement's end date, whichever occurs first.

### 4. Responsibilities of Agency

The following are responsibilities of the Agency. The Agency accepts and agrees that it shall:

- A. make available suitable job(s) at its worksite(s) and in the respective occupation(s) described in the job description(s) attached and hereby made a part of this agreement, for those eligible POLK WORKS participants who are selected and referred to the Agency by POLK WORKS.
- B. notify POLK WORKS immediately if any participant referred by POLK WORKS would be

- C. directly supervised by a member of that person's immediate family.
- C. assign worthwhile and meaningful work to participants during the entire time they are at the work site in accordance with the approved job description(s). Duties other than those in the attached approved job description (s) must be predetermined and mutually agreed upon by the Agency and POLK WORKS.
- D. direct and supervise participants' work activities and training in accordance with their job description(s).
- E. assure that it will have supervisory personnel who will act as work site supervisors for each of the Agency's work sites so as to provide for continuous on-site supervision and training of participants at a ratio of participant(s) to staff of no more than 5:1.
- F. orient and train their work site Supervisory personnel including any alternate staff directly responsible for the supervision of participants as to the Agency's responsibilities and obligations under this Agreement.
- G. notify POLK WORKS immediately of any temporary and/or ongoing changes in the designation of personnel who will be supervising the participant(s).
- H. be accountable for maintaining POLK WORKS participant time sheets, supervising the proper completion of time sheets by each participant, approving participant time sheets if all the prior requirements are met, and submitting these "timesheets" in a timely manner in accordance with POLK WORKS payroll procedures.
- I. require participants' conformance with the Agency's Personnel Rules of Conduct such as dress code, parking, etc.

- J. ensure that all sites where participants will be assigned are sanitary and safe environments in accordance with health and safety standards established by State and Federal law.
- K. ensure that all required safety supplies and equipment are used in the proper manner for the intended use and in accordance with all laws, including child labor laws where applicable.
- L. conform to normal routines and functions befitting a reasonable business establishment, including, but not limited to, appropriate supervision on the premises at all times, displaying positive work habits, maintaining safe working conditions, and appropriate attire.
- M. inform POLK WORKS immediately should an accident or injury occur at the job site affecting or involving a participant and require the participant to complete a first report of injury form.
- N. notify POLK WORKS by telephone of any problem or concern regarding a participant's performance at a work site as soon as possible, but at least within 24 clock hours of when the problem is identified.
- O. not discriminate against any participant or potential participant because of race, color, religion, sex, national origin, age, disability, political affiliation or belief, creed or marital status.
- P. ensure that participants receive fair and impartial treatment and that participants shall not be subjected to harassment of any type or form.
- Q. ensure that the following general working conditions are complied with:
  - 1) this work experience position(s) shall result in an increase in the Agency's level of employment and in no circumstances shall it result in the displacement of current employees or the freezing of the hiring of new employees in anticipation of this work experience participant;
  - 2) there shall be no displacement or partial displacement (reduction of hours worked, wages or employment benefits) of currently employed workers nor replacement of laid-off workers by the work experience participant(s);
  - 3) there shall be no infringement of promotional opportunities for regular employees; and
  - 4) participants shall receive comparable working conditions and non-payroll benefits such as rest breaks, lunch, etc. as other current employees;
- R. ensure that the participants will not be employed at a casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.
- S. ensure that participants will not be employed in the building, operating, or maintaining of any part of any building which is used for sectarian instruction or as a place of worship.
- T. ensure that this agreement will not impair existing contracts for services or a collective bargaining agreement between the Agency and other parties, nor will this agreement assist, promote or deter union organization.
- U. ensure that a work experience participant under this agreement will not assist with political or lobbying activities or any activity designed to influence legislation or appropriation pending before the Congress of the United States.
- V. not subcontract, assign or transfer any rights or responsibilities under this agreement or any portion thereof without the prior written approval of POLK WORKS.
- W. implement administrative controls to ensure that costs for wages and other costs that the POLK WORKS is responsible for paying are not being paid by other federal, state, or local programs to eliminate the possibility of a duplication of funding.
- X. maintain all records and files pertaining to the operation of this Agreement and any amendment hereto for three (3) years following expiration of this Agreement. Records and files shall include, but not be limited to, time and attendance sheets, supervisor assignments, this Agreement, etc.
- Y. monitor to ensure that all participants at all work sites are only performing work activities as identified in the job description attached hereto and that the Agency is complying with this Agreement. The Agency shall notify POLK WORKS of any changes to the required work hours, job description, and/or if the work has been completed and the job needs to end.
- Z. immediately advise POLK WORKS in writing of any actions, suits, claims or grievances filed against the Agency, POLK WORKS, State of Florida, federal officials or participants that in any way relates to this Agreement.
- AA. allow POLK WORKS, the Governor of the State of Florida, or any of its agents and/or subcontractors, and the US Department of Labor (DOL) access to the Agency's work site(s) at all reasonable hours for such purposes as monitoring the program, counseling the participants, etc.
- BB. adhere to all employment and applicable child labor laws. See <http://WWW.youthrules.dol.gov/about.htm> and

<http://www.osha.gov.teens> for details on child labor laws.

- CC. maintain the confidentiality of any information regarding participants or their immediate families which may be obtained from forms, discussions or other sources. Without permission of the participant, such information shall be divulged only as necessary for purposes related to the performance of this Agreement.
- DD. consider all work experience participants for any unsubsidized job openings which may occur with the Agency, if participants meet the necessary qualifications for the openings.

#### **5. Responsibilities of POLK WORKS**

POLK WORKS, and its designee/subcontractor, accepts and agrees that it shall

- A. recruit, select and refer participant(s) eligible for this work experience program to the Agency.
- B. assist the job site supervisor in resolving any problems concerning the participants' performance on the job.
- C. hear all grievances concerning program participant's performance at the job site in accordance with POLK WORKS's participant grievance procedures.
- D. provide counseling and supportive services to participants as the need is identified and budget allows.
- E. be responsible for distributing participant paychecks dependent on Agency's timely submission of properly completed and signed timesheets.
- F. POLK WORKS or its designee shall be responsible for employing the participants, paying participants for all actual hours worked, and providing Workers' Compensation coverage for all participants. Note, no fringe benefits or holiday pay is provided to these temporary workers.
- G. monitor the activities under this Agreement at the work site(s) at reasonable hours and as frequently as the authorized representatives of POLK WORKS may deem necessary in order to assure the work experience is constructive for the participant and that all provisions of this Agreement are being carried out. Require corrective action within specified time periods or remove participants from work sites without prior notice other than a written notification to be delivered to the Agency at the time of the removal. This action may be taken when POLK WORKS, the Governor of the State of Florida, or DOL finds serious or continual violations of rules or laws, where violations are not being remedied, or where POLK WORKS, the Governor of the State of Florida or DOL find

noncompliance on any of the terms or conditions under this Agreement.

- H. furnish the Agency with copies of all procedures, forms, etc. which it deems necessary for the proper conduct by the Agency.

#### **6. Hold Harmless**

Without waiving its sovereign immunity, and if and to the extent allowed by law, each party shall indemnify and hold harmless each other, its officers, officials, and employees from and against all claims and liabilities of any nature or kind, including costs and expenses for or on account of any claims, damages, losses, or expenses of any character whatsoever resulting in whole or in part from the negligent performance or omission of either party's employees or representatives connected with the activities described herein.

In agreeing to provide direction, training and supervision of the participant, the Agency understands that this does not make POLK WORKS or its designee liable to the Agency or any third party by reason of any future act or failure to act by any participant on or off the job.

#### **7. Changes to the Agreement**

This agreement may be modified or amended as necessary by the issuance of a written modification, signed and dated by both parties.

#### **8. Termination**

This Agreement may be terminated as follows:

- A. POLK WORKS or the Agency may terminate the Agreement for convenience upon thirty- (30) calendar day prior written notice to the other party.
- B. POLK WORKS may terminate this Agreement in whole or in part at any time that the POLK WORKS Vice President of Operations, in his/her sole judgment, determines that:
  - 1) the Agency has failed to comply with any of the provisions contained in this Agreement or any modification hereto;
  - 2) the Agency fails to perform in whole or in part under this Agreement or fails to take corrective action after receiving oral or written requests to do so within an appropriate time period as may be stipulated by POLK WORKS; or
  - 3) the United States Department of Labor or State of Florida fails to provide adequate funds, reduces, eliminates or otherwise terminates the program under which this Agreement is written.

#### **9. Notice**

Other than as provided herein, notice shall be required to be given to POLK WORKS under this Agreement, and shall be sufficient when hand delivered or mailed to

POLK WORKS at its office at 600 North Broadway, Ste. B, Bartow FL 33830, attn: Vice President of Operations. All notices required to be given to the Agency under this Agreement shall be sufficient when hand delivered or mailed to the Agency at its office located at the address identified in paragraph one, page one of this Agreement.

**10. Controlling Laws**

This agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida.

IN WITNESS THEREOF, the parties hereto having been duly authorized and representing that they have the power and authority to execute this Agreement and perform the responsibilities specified herein have made and executed this Agreement on the respective dates under each signature.

**AGENCY:**

**Polk County Workforce Development Board,  
Inc. (POLK WORKS)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Gregory Robinson, Vice President of Operations

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Typed Title

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Date

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Date

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Federal ID #

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CFDA #

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Contact Name

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Phone number

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Fax number

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Email address