

**SOUTH BAY WORKFORCE INVESTMENT CONSORTIUM, INC.**  
**WORK EXPERIENCE PROGRAM**  
**WORKSITE AGREEMENT**

This document constitutes a non-financial agreement between the South Bay Workforce Investment Consortium, Inc., the non-profit arm of the South Bay Workforce Investment Board, and hereinafter referred to as “SBWIC” and \_\_\_\_\_, hereinafter referred to as Worksite Agency. This Agreement, when executed, shall be in effect from June 1, 2010 to June 30, 2011.

The Worksite Agency, agrees to do the following:

1. Provide work experience training for participants, based on the approved attached Training Plan. If the Worksite determines that a change of job duties is necessary, the SBWIC must be contacted for approval.
2. Provide a safe, healthy work environment for all participants.
3. Ensure that time and attendance records will be kept by the Worksite Supervisors, and will reflect the actual time worked. The absence and tardiness policies as outlined in the Worksite Supervisors Handbook will be enforced. The standard Work Experience time sheets will be used for participants to record time and attendance. Participants shall sign in when reporting to work and sign out at the completion of the specified hours as described in the Training Plan (see Exhibit A). In no case will a participant be allowed to sign in and out simultaneously; nor will they be paid for recreational activities or time not worked.
4. Provide sufficient work, equipment and materials.
5. Ensure that participants will not be placed at Worksites dealing with the maintenance or upkeep of religious institutions or where religious activities are conducted at anytime. Instruction and participation in religious activities are also prohibited.
6. Ensure that participants do not engage in political, union, religious or fundraising activities during work hours.
7. All Worksite supervisors are required to provide a Worksite Orientation to each youth. The purpose of the Orientation is to familiarize youth with their worksite and job duties; and the supervisor's expectations about their performance, attitude, conduct and appearance. Discussing other relevant information is encouraged.
8. Release participants for workshops, counseling and related activities as scheduled by SBWIC.
9. Notify SBWIC of participant actions which require corrective measures, counseling, discipline or termination from the program.

10. Ensure that youth are supervised at all times.
11. Prohibit participants from being supervised by a member of their family.
12. Designate a qualified alternate supervisor who has received a Work Experience Program orientation to supervise the participant(s) if a regular supervisor is absent. The Worksite must advise SBWIC if a new supervisor is assigned to the participants.
13. Follow set procedures when handling work related injuries and illnesses as discussed in the Supervisor's Orientation.
14. Not exceed a ratio of one (1) supervisor for seven (7) participants.
15. Comply with the Fair Labor Standards Act, applicable Child Labor Laws, California Education Code and WIA rules and regulations governing the Summer Work Experience Program.
16. Make all worksite records and personnel available for monitoring by Federal, State and agency monitors.
17. Not hire any participants if the employer has terminated any regular employee or reduced the workforce with the intention of filling the vacancies with participants whose wages are subsidized under this Agreement.
18. Ensure that no program participant will displace any regular employee and that the regular employee "bargaining" representative (if applicable) has been informed of and does not object to this Agreement. Any misrepresentation of this assurance may subject Worksite Agency to removal of participant from Worksite.  

<u>Union</u> Concurrence	Yes_____	No_____	N/A_____
Union Representative:	Name_____		
	Title_____		
Union Affiliation:	_____		
19. Provide a work environment free from harassment or discrimination of any kind.
20. Maintain a current commercial general liability insurance policy in the amount of two (2) million dollars (\$2,000,000) combined single limit throughout the term of this Agreement and in a form satisfactory to SBWIC with a certificate naming SBWIC, its officers, employees and agents AND City of Hawthorne/South Bay Workforce Investment Board, its officers, employees and agents as additional insured;
  - a) If Worksite Agency uses motor vehicles in conducting activities under this Agreement, Worksite Agency shall provide automobile insurance through a commercial insurance company authorized to do business in the State of California. The coverage shall have a limit of liability of not less than \$1

million for each accident. Such insurance shall include coverage for all “owned”, “hired” and “non-owned” vehicles, or coverage for “any auto” and ensure that that the additional insured are held harmless against claims arising from the ownership, maintenance or use of said motor vehicles. In the event the Worksite Agency does not intend to use any vehicle in the performance of services under this Agreement, an auto liability waiver shall be submitted;

- b) Notwithstanding the insurance required above, the SBWIC, at its own option, may accept as an equivalent for any such coverage, evidence of an ongoing program of self-insurance together with excess coverage. Said equivalent, in order to satisfy the requirement herein contained, shall be subject to approval of the Attorney for the SBWIC.

SBWIC will:

1. Provide an Orientation to Worksite Supervisors and Alternates. The Orientation shall consist of program goals, regulations, policies and procedures; and will be conducted at the discretion of SBWIC.
2. Determine the maximum number of hours each participant may work per day and during the overall program. Such hours will be indicated on the Training Plan (Attachment A).
3. Provide payroll services and Workmen's Compensation Insurance for participants.
4. Monitor the worksites.
5. Initiate appropriate revisions to this Agreement, as necessary.

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**WORKSITE AGENCY**

**SBWIC, INC.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

Jan Vogel, Chief Executive Officer  
Printed Name and Title

\_\_\_\_\_  
Agency Name

11539 Hawthorne Blvd., 5<sup>th</sup> Floor

\_\_\_\_\_  
Address

Hawthorne, CA 90250

\_\_\_\_\_  
City                      State              Zip

(310) 970-7701

\_\_\_\_\_  
Area Code / Telephone No.

APPROVED AS TO FORM:

\_\_\_\_\_  
Jack Ballas, Attorney-At-Law

**EXHIBIT A**

**JOB DESCRIPTION**

**Please provide as complete a description of duties, expectations, work hours and skills as possible. This information is critical to successfully matching youth to your worksite and insuring a positive experience for all parties.**

**Company Name:** \_\_\_\_\_

<b>1.</b>	<b>Job Title &amp; Department:</b>	
<b>2.</b>	<b>Number of Youth Requested:</b>	
	<b>Requested Start Date:</b> Youth will be available for summer employment between 30 June & 24 August, <b>however earlier or later start dates may be arranged.</b>	
<b>3.</b>	<b>Working Hours:</b> (No more than 8 hours per day and no more than 160 hours total).	
<b>4.</b>	<b>Days(s) of the Week:</b>	
<b>5.</b>	<b>Specific Duties:</b>	
<b>6.</b>	<b>Skills Desired:</b>	
<b>7.</b>	<b>Hourly Wage (If Applicable):</b>	<b>SYEP: \$_____ per hour</b>
<b>8.</b>	<b>Supervisor-to-Youth Participant Ratio:</b>	
<b>9.</b>	<b>Daily Supervision Time:</b>	
<b>10.</b>	<b>Contact Person:</b>	<b>Title</b> _____ <b>Phone Number</b> _____ <b>Email Address</b> _____

<b>11. Comments – use the space provided for a complete description of job duties, worksite requirements,</b>
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**expectations, additional skills desired, etc. Please provide as much detail as possible!**