



**SUMMER 2009 WORKSITE AGREEMENT**

This non-financial agreement is made by and between SNWIB youth contractor \_\_\_\_\_ (name of agency) and \_\_\_\_\_ (name of Host Worksite Organization), for the purposes of providing a work experience to \_\_\_\_\_ [name of youth(s)].

All parties agree that the work experience and related training will be offered in a way that is consistent with each youth participant’s capabilities and interests, to provide appropriate levels of supervision, to assist the youth to attain work readiness skills and to comply with all applicable rules, regulations and laws listed below.

**I. Host Worksite Information**

Organization/Business Name:	
Address of Worksite:	
Worksite Contact Name/Title:	Phone Number/Email:
Worksite Direct Supervisor Name/Title: <i>(if different than above)</i>	Phone Number/Email:
Fax:	Website:

**II. Youth Agency Information**

Organization/Agency Name:	
Address:	
Agency Contact Name/Title:	Phone Number/Email:
Fax:	Website:

**III. Worksite Terms**

Name of Youth:	
Phone Number:	Email:
Beginning and End Date of Work Experience: From:     /     /     to     /     /	Number of Hour Per Week/Schedule: <i>(include start/end times and total number of hours)</i> M T W Th F S Su     = Total/week
Maximum number of Hours Allowed:	
Medical Release Form provided to Supervisor: <input type="checkbox"/> YES <input type="checkbox"/> NO	

#### IV. Work Experience Learning Objectives

Trainee Position Title:	
List Tasks/Duties of this position:	
<ul style="list-style-type: none"> <li>•</li> <li>•</li> <li>•</li> <li>•</li> <li>•</li> </ul>	
Career Goal/Skills to be Learned:	
Youth will use the following transportation to get to and from the worksite:	
Participation in Summer School: <input type="checkbox"/> YES <input type="checkbox"/> NO	
If yes, list summer school schedule:	
Timecards shall be approved and signed by youth and supervisor according to the following schedule:	
Timecards shall be delivered to: (Name of Contact)	Payroll shall occur on the following schedule:
The following wage/stipend shall be paid by Youth Agency:	This is considered an employment relationship per FLSA guidelines:
\$                      /per	<input type="checkbox"/> YES <input type="checkbox"/> NO

**The following agreements are made between Host Worksite Organization and Youth Agency.**

**Worksite Supervisor/Host Organization:**

- A. As the Host Worksite Organization, we agree that we are not authorized to allow a participant to begin work without the approval of the Youth Agency.
- B. We agree to provide proper supervision for the participant at all times during working hours.
- C. We agree to designate an alternate supervisor in event of the regular supervisor’s absence.
- D. We agree to provide sufficient materials and equipment to enable the participant to carry out his/her assigned duties.
- E. We agree to provide an orientation to the worksite as well as a job description or outline of duties.
- F. We agree to ensure that the tasks described in the Worksite Agreement correspond with the activity of each youth at the worksite.
- G. We agree to provide safe and healthy working conditions for the youth including compliance with all applicable child labor laws and to ask the Youth Agency to assist should there be any questions regarding compliance or legal issues.
- H. We agree to comply with all federal, state and local laws and regulations.

- I. We agree to maintain and submit accurate time and attendance on timecard forms in accordance with the schedule and format provided by the youth agency (listed above).
- J. We acknowledge that the participant will not be paid for sick days, holidays not worked, or time not actually worked, including lunch time.
- K. We agree to make available attendance records at all times.
- L. We agree to submit periodic evaluations as requested by Youth Agency staff.
- M. We agree to allow Youth Agency staff, SNWIB or their designees to visit, monitor or observe the work experience site and interview youth and supervisor(s) at any time.
- N. We ensure that no youth is required to attend religious worship, instruction or any religious or anti-religious activity, or to promote or oppose any political candidates, parties or beliefs.
- O. We agree that we will not and can not hire or fire any youth without consent from the Youth Agency and acknowledge that as the employer of record they maintain this sole responsibility.
- P. We agree to safeguard against liability insurance claims by ensuring that personnel shall not transport youth participant in a privately owned vehicle during working hours.
- Q. We agree to immediately report to Youth Agency staff any work-related injury or incident involving the youth within twenty-four hours after the injury or incident occurs.
- R. We agree to maintain any and all records required by the Department of Safety and Health of the State of Nevada, or any federal regulatory body, or as may be requested, pertaining to accidents or injuries to youth during the course and scope of performing work for the Host Worksite Agency.
- S. We agree to make restitution of any funds wrongfully paid to the participant or misspent because of the Host Worksite Organization's misrepresentation or submission of incorrect documentation in connection with this agreement including timecard records.
- T. We agree to indemnify and hold harmless Youth Agency for and against damages or liability arising out of reliance upon misrepresentation of documentation.
- U. We agree to protect, indemnify and hold Youth Agency, its officers, employees and agents harmless from and against any and all claims, demands, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorney fees and court costs which our organization, its officers, employees, or agents may suffer or which may be sought against, or are recovered or obtainable from by reason of, or as a consequence of any act or omission, negligent or otherwise, of the Host Worksite Agency, its officers, employees or agents, including the participant under control and supervision and acting under the direction of the Worksite Agency, in the performance of any of the services that form the subject matter of this Agreement.
- V. We agree that all positions under this agreement must be in addition to positions already funded by the Host Worksite Organization. Any trainee placed under this agreement must not influence the displacement of currently employed workers, including partial displacement, such as reduction in hours of non-overtime work, wages or employment benefits. Participants may not be assigned to complete the same or substantially similar work performed by any other person who has been laid off from the Host Agency.
- W. The Worksite Agency shall not request any compensation for providing any services under this agreement.

**Youth Agency:**

- A. We agree only refer WIA enrolled youth to the Worksite Agency.
- B. We agree to serve as employer of record and maintain this responsibility for the youth while authorized under this agreement.
- C. We agree to pay the wages or stipend of the WIA youth participant and will maintain all payroll records.

- D. We agree to provide appropriate Workman's Compensation insurance for all youth.
- E. We agree to maintain liability insurance in sufficient amount and scope acceptable to the State of Nevada to cover activities of the participant(s) while performing his/her job duties. Proof of such liability insurance coverage shall be provided upon request.
- F. We agree to pay each youth at least minimum wage for the number of hours worked if the work experience is considered an employment relationship per FLSA.
- G. We agree that the participant will not be paid for sick days, holidays not worked, or time not actually worked, including lunch time.
- H. We agree that payments will go directly to participants as wages earned, and shall not be subject to any claims, charges, dues or deduction of any kind assessed by the Host Worksite Organization.
- I. We agree to support the Host Worksite Organization to provide safe and healthy working conditions for the youth including compliance with all applicable child labor laws and assist to clarify should there be any questions regarding compliance or legal issues.
- J. We agree to comply with all federal, state and local laws and regulations.
- K. We agree to assist with periodic evaluations of the youth participant.
- L. We agree to visit, monitor or observe the work experience site and interview youth and supervisor(s) in order to ensure youth are meeting their learning objectives.
- M. We ensure that no youth is required to attend religious worship, instruction or any religious or anti-religious activity, or to promote or oppose any political candidates, parties or beliefs.
- N. We agree to work with the Host Worksite Organization should there be any issues that would cause the youth to be removed or suspended from the worksite.
- O. We agree to abide by the accordance of ARRA (Section 1604) that states "none of the funds appropriated or otherwise made available in this Act may be used for any casino or other gambling establishment, aquarium, zoo, golf course or swimming pool."

**All Above Parties Agree to the Following:**

- A. All positions vacated by the termination, transfer, or withdrawal of the participant may or may not be refilled, at the discretion of the Host Worksite Organization.
- B. If the Host Worksite Organization or the Youth Agency fails to perform according to the terms of this agreement, the participant may be removed from the Host Worksite Organization.
- C. This agreement and guidelines provided hereunder, including all applicable DOL laws, regulations, constitute the entire agreement between the Worksite Agency and the Host Worksite Organization.
- D. This agreement may be amended by mutual written consent of both agencies.
- E. The parties agree to the provisions of the Hatch Act, which limit the political activity of state and local government employees.
- F. The parties agrees to comply with the procedure that has been established for a youth who feels he or she has been discriminated against or that his/her rights under the DOL legislation have otherwise been violated. Note: Youth Agency shall provide participants with proper information and procedures of how to file a complaint.
- G. The parties agree to use administrative processes and negotiation in attempting to resolve disputes arising under this agreement.

H. All parties agree to applicable Child Labor Laws. The Department of Labor has an excellent resource for federal child labor law located at (<http://youthrules.dol.gov>). Including factsheets at (<http://www.dol.gov/esa/whd/regs/compliance/whdfs43.pdf>). There is also a self assessment for employers ([http://youthrules.dol.gov/selfassess\\_nonAgri.htm](http://youthrules.dol.gov/selfassess_nonAgri.htm)).

**The following Agreement are made by the Youth Participant:**

- A. I understand my work schedule (days and hours) and agree to regular attendance.
- B. I understand the nature of my job and the duties that I will perform.
- C. I agree to the rules and requirements as explained to me, including appropriate work attire.
- D. I agree to be on time, ready to learn and cooperate with the worksite supervisor.
- E. I agree to attend any additional job readiness, workshops, classes and/or summer school that are part of the training program. I understand that failure to attend any required activity will result in being taken off the worksite for at least a day but up to a permanent removal.
- F. I agree to notify the Youth Agency if I am having problems with the worksite for any reason.
- G. I agree not to work beyond my set schedule or total number of hours, including the start and end dates.
- H. I understand how timecards will be submitted and the schedule for checks to be issued.
- I. I understand that I will not be paid until the following pay period if I fail to sign and turn in my time sheet by the end of the pay period.
- P. I understand that I am not entitled to pay for sick days, holidays not worked, or time not actually worked, including lunch time.
- J. I acknowledge and agree that I will notify my worksite and the youth agency contact at least 1 hour prior to my shift if I am unable to work or if I will be late.
- K. I acknowledge that if I end this work experience prior to the agreed upon end date, I will notify the youth agency as soon as this decision was made.
- L. I acknowledge that if I should become injured on my worksite or witness imminent danger, I am to contact the Youth Agency immediately.

**All Parties Sign and Agree:**

**Name/Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Youth Agency**

**Name/Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Host Worksite Organization**

**Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Youth Participant**