

Work Experience and Guidance Program Agreement
MONTGOMERY COUNTY BUSINESS SERVICES
Youth Career Services

1111 S. Edwin C. Moses Blvd. - Dayton, OH 45422
(937)224-1482

Employer Information

Organization Name: _____

Address: _____

Contact Person: _____ Phone: _____

This Non-Financial Agreement is made between Montgomery County Youth Career Services, hereinafter referred to as **MCYCS**, and the Work Experience Organization/Provider, hereinafter referred to as the **TRAINER**, to provide a work site location and training services to Trainees participating in the work experience and guidance program authorized by Montgomery County Business Services.

1. PURPOSE:

The purpose of MCYCS Work Experience and Guidance Program, hereinafter referred to as "Youth Career Services," is to provide workforce development activities that provide employment, training services and supportive services to program participants based on comprehensive assessment of the participants employment and training goals. Work experience positions are part-time and/or full time, subsidized positions located at public, private or non-profit organizations. These positions are to provide meaningful work with quality supervision and guidance from the TRAINER. To the extent possible, the work should also be related to the Trainees career objective.

2. PERIOD OF AGREEMENT:

This agreement shall be in effect for five years from the date signed and authorized by the Board of County Commissioners of Montgomery County, Ohio or until terminated under the provisions defined below.

3. CONDITIONS:

It is understood that the following conditions apply to this agreement:

- A.** Trainees referred will reflect significant segments of the population needing employment and training services. No portion of the Youth Career Services program will, in any way, discriminate against, deny services to, or exclude from participation, any person on the grounds of race, color, national origin, religion, age, sex, disability, or political affiliation or belief; and will target employment and training services to those most in need.
- B.** Trainee work assignments will be made with those work experience organizations where a family connection, through blood relation or marriage, does not exist. Under no circumstance will a trainee work directly or indirectly for a relative. For the purpose of this agreement, "relative" is defined as a parent, step-parent, domestic partner, sibling, grandparent, aunt/uncle, cousin, niece/nephew, in-law and/or anyone considered immediate family. This includes a relative who is in a position of management or can make employment related decisions.

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- C. Conditions of work experience and training shall be appropriate and reasonable considering such factors as the type of work, when Trainee is needed and available to work, geographical region, and proficiency of the trainee.
- D. Health and Safety standards established under the state and federal laws, otherwise applicable to working conditions of employees, shall be equally applicable to working conditions of the trainee, including but not limited to USDOL Child Labor Regulations 29 CFR Part 570 & 579. (Reference Full text in attachment A & B)
- E. Trainees cannot handle any alcoholic beverage at any establishment where/when alcohol is being served.
- F. Trainees cannot be required to run worksite errands.
- G. Trainees pay for time worked, pay preparation, and workers compensation insurance, will all be processed and provided by and through the MCYCS. Trainees will be compensated only for approved hours worked up to the maximum number of hours per week and per pay period specified on each timesheet. Only work hours provided on the **Weekly Work Schedule** and approved on the timesheet are eligible for compensation by MCYCS. Trainees will be paid at least the state's minimum wage. Both parties will ensure the Fair Labor Standards Act requirements are met.
- H. Assigned trainees will provide services to the TRAINER on a temporary basis for a defined timeframe. This training experience should be designed to benefit the participants. This agreement is not intended, in any way, to create an employer-employee relationship between the TRAINER and the Youth Career Services Trainees.
- I. Youth Career Services Trainees must be assigned to the same BWC Manual Classification used for the Trainer's workers who perform similar task. In other words, Trainees must be classified the same as if they were direct employees of the Trainer's business.
- J. MCYCS will oversee all job readiness training as well as the Trainee's progress.
- K. Under this agreement, MCYCS (or its authorized representative), the Secretary of Labor (or his authorized representative), and the Governor of the State of Ohio (or his authorized representative) has the right to access and inspect, without prior notice, the Trainer's work site location, assure the progress and quality of training, determine adherence/compliance with the terms of the agreement, and/or the maintenance of accurate records.
- L. This agreement may be modified, in writing, by either MCYCS or TRAINER with a five-calendar day written notice to the other party. After the five days, the receiving party will be required to adhere to the modified portions of the agreement or may choose to terminate the agreement under provisions set forth within paragraph 5 of this agreement.
- M. This agreement may be terminated, if the TRAINER does not comply with using the ADP Payroll Services System outlined in paragraph 4(B6).

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For purposes of this agreement and in consideration of the mutual promises and benefits set forth, both parties agree to the following duties and responsibilities during the training period:

4. DUTIES/RESPONSIBILITIES:

A. MCYCS AGREES:

1. To provide assessment, intake, eligibility determination, referral, counseling, guidance and career information, job readiness training, payroll source preparation and distribution, worksite visits/evaluation, workers' compensation insurance, technical assistance to the TRAINER and Trainee, and other services for Trainees as deemed appropriate.
2. To ensure discretion in filling or refilling requests for Trainees.
3. To provide orientation to all TRAINER employees and managers working directly with and providing guidance to the Trainees. Said orientation will focus on Youth Career Services program and guidelines for coordinating with the program representative responsible for providing oversight and guidance to the Trainees.
4. To engage each trainee using evidence-based practices, at least once a week. Consult with the TRAINER, at least once a week and on any issues that arise about a trainee's work while providing services to the TRAINER.
5. To provide technical assistance to the TRAINER concerning the completion and submission of required paperwork (i.e. timesheets and attendance records, worksite evaluation reports) and guidelines for addressing issues concerning a Trainee.
6. To provide overall coordination and oversight of the work experience and guidance program.

B. TRAINER AGREES:

1. To provide the worksite location for the referred Youth Career Services Trainees. Designate a worksite supervisor as well as a secondary supervisor authorized to serve as the primary supervisor when needed.
2. To conscientiously supervise and guide all assigned Trainees acknowledging that this is a program designed to prepare Trainees for future employment.
3. To counsel and encourage all Trainees to develop vocational skills and positive work habits (including dependability in performing duties and enjoyment in accomplishments).

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4. To consult with the designated representative of Youth Career Services on issues concerning a trainee at least once every 20 calendar days.
 5. To excuse Trainees to attend program related activities sponsored by Youth Career Services or its authorized representative during the Trainees normal work hours, if necessary.
 6. To maintain all Trainee time and attendance records (Timecards) Employers must utilize the ADP Payroll Services System via landline as outlined in the Clock In/Clock Out procedures during the agreed upon training period for submission to Youth Career Services. Employers are to review, and sign printed ADP timecards. The timesheets, signed by both the Trainee and the designated Site supervisor, are to be submitted to Youth Career Services through its authorized representative according to an established Pay Schedule.
 7. To pay wages for any Trainees that start work prior to MCYCS approval and/or pay wages for any Trainees that work over their allowable hours.
 8. To provide a copy of this agreement to all employees and managers working directly with and providing guidance to the Trainees. The TRAINER must provide MCYCS with written notice of any modifications sought, as provided in paragraph 3(L), above.
 9. To develop and provide each Trainee and Youth Career Services with a **Training Plan**, a **Weekly Work Schedule**, and an **Orientation Plan**.
 10. To provide Trainee evaluations in a format and frequency determined by the MCYCS or its authorized representative.
 11. To use the services provided by the Youth Career Services Trainees only to augment, not to replace or displace, the work performed by TRAINER employees. Obtain prior approval from MCYCS for Trainee to participate in special programs offered by TRAINER.
 12. To allow Trainees to only be involved in activities which do not violate Federal, State, or local laws or regulations, as amended, governing work, religion/sectarian, or political activities, including but not limited to USDOL Child Labor Regulations 29 CFR Part 570 & 579. (Reference full text in attachment A & B)
 13. Its participation in the Youth Career Services work experience and guidance program requires no compensation, by the TRAINER, unless TRAINER authorizes and approves work hours beyond those eligible for compensation by MCYCS (ref. paragraph 3-G of this agreement) in which case, the Trainer is accountable for those additional hours worked by the Trainee.

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14. It will provide alternate work experience in the event of inclement weather. If alternate work or job shadowing experience is not available, Youth Career Services trainees will be excused from work experience to attend additional classroom training with Youth Career Services.
15. To ensure that no trainee will participate in work experience more than the maximum number of 20 and/or 40 hours per week and/or 40 and/or 80 hours per pay period specified on each timesheet. The TRAINER has flexibility concerning the development of the Trainees **Weekly Work Schedule**.
16. Its officers, agents, employees shall hold and save MCYCS, its officers, agents and employees harmless from liability of any nature or kind arising from participation in any or all of these programs, resulting from injuries or damages sustained by any persons or property resulting in whole or in part from the negligent performance or omission of any employee, agent, or representative of TRAINER.

- C. **REDUCTION IN FUNDING:** Either party may terminate the agreement due to a reduction in funding which might interfere, in any way, with its fulfillment of the agreement. At least 10 calendar days' notice will be provided unless shorter notice is unavoidable due to special circumstances.
- D. **NON-ACCEPTED MODIFICATION BY THE OTHER PARTY:** As set forth above, in paragraph 3(L), either party may choose to terminate this agreement due to a noticed modification which the receiving party deems unacceptable.

5. INSURANCE

The TRAINER shall maintain insurance coverage and provide a copy of declaration page of policy annually with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, and contractual liability coverage, as defined by the insured contract section of the policy.

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$2,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Each Occurrence | \$1,000,000 |

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- a. Coverage shall be primary and non-contributory.
- b. Policy shall be endorsed with a notice of occurrence endorsement.
- c. The policy should include a notice of occurrence endorsement – CEO, President, CFO, Risk Manager, or General Counsel.
- d. General liability should have aggregate per location.

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000
 - a. Coverage shall be primary and non-contributory.
 - b. Contractor's subcontractors shall be subject to the same minimum requirements identified in this section.
 - c. The policy should include a notice of occurrence endorsement – CEO, President, CFO, Risk Manager, or General Counsel.

3. Indemnification Clause

The Trainer agrees to indemnify, hold harmless and, not excluding the County's right to participate, defend the County, its officers, agents, and employees, (herein referred to as "Indemnitee") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitations reasonable attorney's fees and cost, (hereinafter referred to collectively as "claims") for bodily injury or personal injury including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligence of willful acts or omissions of site employer or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or the failure of such Trainer to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Trainer from and against any and all claims. It is agreed that the Trainer will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. The Trainer agrees to waive all rights of subrogation against the County, its officers, officials, agents, and employees.

6. CERTIFICATION

The undersigned individuals have read and fully understand all statements in the agreement and signify by their signature a voluntary intent to be bound by the provisions of this agreement, as well as any and all addenda approved by all parties that result from the referral of Trainees to the TRAINER for work experience. In addition, the organized labor representative reviewing this agreement expressly stipulates by his/her below affixed signature that he/she has read, understands and voluntarily concurs with the agreement. A copy of the completed agreement will be returned to the TRAINER after being reviewed and signed by the MCYCS representative. The TRAINER is to post its copy of this agreement in a visible location for the duration of the training period.



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Organization Name: _____

PRINT NAME of TRAINER Representative

Date

Title

Authorized Signature

PRINT NAME of Labor Representative

Date

Title

Authorized Signature

MCYCS Representative

Date

Title

Authorized Signature

Organization:

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____
day of _____, 20____.

Signed and acknowledged in the
presence of:

**BOARD OF COUNTY COMMISSIONERS OF
MONTGOMERY COUNTY, OHIO (Board)**

Witness

By: _____
Judy Dodge, Commissioner

Witness

By: _____
Mary A. McDonald, Commissioner

Witness

By: _____
Carolyn Rice , Commissioner

OR

Witness

By: _____
Michael B. Colbert, County Administrator

Vendor Name: _____

Witness

By: (Sign) _____

(Print) _____

TITLE: _____

APPROVED AS TO FORM BY:
MATHIAS H. HECK, JR.
PROSECUTING ATTORNEY OF
MONTGOMERY COUNTY, OHIO

BY: _____
Ward Barrentine
Assistant Prosecuting Attorney

DocuSigned by:

Ward Barrentine

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