



Job Order Number: _____

Youth Work Experience Program Worksite Agreement

NOTE: If you are participating with another work experience program or similar program, we reserve the right to decline your agreement.

Polk County Workforce Development Board, Inc. dba CareerSource Polk, as the Regional Workforce Development Board and _____ (Agency Name) a For-Profit, Non-Profit or Government agency whose address is _____ (Agency Address) hereinafter referred to as the Agency, agree to the following terms of this Agreement.

1. Program Overview

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

2. Period of Agreement

This worksite agreement shall begin from the date of signatures of both parties and shall continue for a period of two (2) years, after which time a new agreement shall be executed. If any changes are made to the agreement within that period an addendum will be required to be signed by both parties. No participant shall begin work until this Agreement is fully executed by both the Agency and CAREERSOURCE POLK.

3. Work Experience Period and Limitations

Work Experience opportunities are offered throughout the year. Participants may work up to **30 hours/week**.

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 CAREERSOURCE POLK participants who are selected and referred to the Agency by CAREERSOURCE POLK.
- B. Notify CAREERSOURCE POLK immediately if any participant referred by CAREERSOURCE POLK would be directly supervised by a member of that person's immediate family for this is a violation of the terms of the agreement.
- C. Assign meaningful work assignments to participants during the entire time they are at the worksite in accordance with the approved job description(s). Duties

- other than those in the approved job description(s) must be pre-determined and mutually agreed upon by the Agency and CAREERSOURCE POLK.
- 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 worksite supervisors for each of the Agency's worksites to provide for continuous on-site supervision and training of participants at a ratio of participant(s) to staff of no more than 1:5.
 - F. Orientate and train their worksite 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 CAREERSOURCE POLK 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 CAREERSOURCE POLK participant's timesheets through the online platform provided. Ensure that timesheets are accurately completed and approved in a timely manner in accordance with CAREERSOURCE POLK 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 the CDC safety guidelines and 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 of the intended use and in accordance with applicable laws, including child labor laws.
 - 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 CAREERSOURCE POLK **immediately** should an accident or injury occur at the worksite affecting or involving a participant and require the participant to complete a first report of injury form.
 - N. Notify CAREERSOURCE POLK of any problem or concern regarding a participant's performance at a worksite as soon as possible, but at least within 24 hours of when the problem is identified.
 - O. Avoid discrimination 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. Participants shall not be subjected to harassment of any type or form.
 - Q. Ensure that the following general working conditions are complied with:
 1. 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);
 2. There shall be no infringement of promotional opportunities for regular employees; and
 3. 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 for theological instruction in 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 others or 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 CAREERSOURCE POLK.
 - W. Implement administrative controls to ensure that costs for wages and other costs that CAREERSOURCE POLK 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, supervisor assignments, this Agreement, etc.
 - Y. Monitor to ensure that all participants at all worksites 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 CAREERSOURCE POLK 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 CAREERSOURCE POLK in writing of any actions, suits, claims or grievances filed against the Agency, CAREERSOURCE POLK, State of Florida, federal officials or participants that in any way relates to this Agreement.
- AA. Allow CAREERSOURCE POLK, 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 worksite(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://https://www.dol.gov/agencies/whd/state> for details on child labor laws.
 - CC. Maintain the confidentiality of any information regarding participants or their immediate families that 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.
 - EE. Complete and submit a customer satisfaction survey by the end of the hosting period.
 - FF. Ensure that work experience participants under this agreement will not work in the home of any employer.
 - GG. Notify CAREERSOURCE POLK immediately if any participant referred by CAREERSOURCE POLK has been placed at your worksite for multiple internships.

5. Responsibilities of CAREERSOURCE POLK

CAREERSOURCE POLK, and its designee/subcontractor, accept and agree that it shall:

- A. Recruit, select and refer participant(s) eligible for this work experience program to the Agency.
- B. Pay each participant a wage of no less than minimum wage not to exceed \$15.00 per hour to work a maximum of 30 hours per week for the duration of the work experience.
- C. Assist the worksite supervisor in resolving any problems concerning the participants' performance on the job.
- D. Hear all grievances concerning program participant's performance at the worksite in accordance with CAREERSOURCE POLK's participant grievance procedures.
- E. Provide counseling and supportive services to participants as the need is identified and budget allows.
- F. Be responsible for processing participant's payroll and issuance of payments dependent on the Agency's timely approval and submission of participant's timesheets.
- G. CAREERSOURCE POLK or its designee shall be responsible for employing the participants, paying participants for all actual hours worked. **Note, no fringe benefits pay is provided to these temporary workers.**
- H. Monitor the activities under this Agreement at the worksite(s) at reasonable hours and as frequently as the authorized representatives of CAREERSOURCE POLK 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 times or remove participants from worksites without prior notice other than a written notification to be delivered to the Agency at the time of the removal.

CAREERSOURCE POLK, the Governor of the State of Florida, or the Department of Labor (USDOL) finds serious or continual violations of rules or laws, where violations are not being remedied, or where CAREERSOURCE POLK, the Governor of the State of Florida or USDOL find noncompliance on any of the terms or conditions under this Agreement.

- I. 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 CAREERSOURCE POLK or its designee liable to the Agency or any third party due to 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. CAREERSOURCE POLK or the Agency may terminate the Agreement for convenience upon thirty (30) calendar

day prior written notice to the other party.

- B. CAREERSOURCE POLK may terminate this Agreement in whole or in part at any time that the CAREERSOURCE POLK 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 as may be stipulated by CAREERSOURCE POLK; 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 CAREERSOURCE POLK under this Agreement and shall be sufficient when hand delivered or mailed to CAREERSOURCE POLK 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. dba CAREERSOURCE POLK

Signature

Signature

Typed Name

Name

Typed Title

Youth Program Manager

Title

Date

Date

Federal ID #

93.558 / 17.259
CFDA #

Contact Name

Phone number

Fax number

Email address

WORKSITE INFORMATION

Identify the name and address where the participant will work, if multiple locations include all. Attach an additional sheet if necessary):

Agency Name: _____

Agency Address: _____

What type of equipment, tools and/or machinery, if any, will the participant(s) be using? _____		
Do you have sufficient equipment and/or supplies for the participant(s) to perform the assigned duties?	Yes	No
	<input type="checkbox"/>	<input type="checkbox"/>
Is the proposed worksite location wheelchair accessible?	<input type="checkbox"/>	<input type="checkbox"/>
Will the participant(s) be involved in outdoor activities?	<input type="checkbox"/>	<input type="checkbox"/>
If yes, what are the alternate plan for inclement weather: _____		
Are the Child Labor Laws posted?	<input type="checkbox"/>	<input type="checkbox"/>
Will the participant perform activities around any hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>
Will the participant be provided any protective equipment, gloves, facial mask in order to perform the job at optimal capacity? If yes, please explain: _____	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
Will your worksite be closed for any holidays? If so, which days: _____	<input type="checkbox"/>	<input type="checkbox"/>

_____ Name of Supervisor _____ Title

_____ Phone _____ Cell _____ Email

Will the Supervisor be on vacation at any time during the Youth Internship Program?
 Yes No If yes, from: _____ to _____

Name of alternative staff member(s) responsible for supervising the participant(s).

Name / Title	Phone # / email address

JOB INFORMATION – Complete this form for each position you are requesting.

Placement will be consistent with each participant’s capabilities and interest which align with their career plan. **Note: All job duties performed by participants must be in accordance with Child Labor Laws.** We cannot guarantee that we will be able to fulfill all age specifications. Our goal is to provide a rewarding and meaningful experience for both the participants and agency.

Agency Name: _____

Summer Position: _____ Number of Positions: _____

Job Description: Identify at least six tasks the participant will responsible for:

1. _____ 2. _____
3. _____ 4. _____
5. _____ 6. _____

Preferred Qualifications and/or Special Requirements: _____

Note: Any additional screenings including level 2 background will be the organizations responsibility.

JOB SKILLS

Select the skills that will be acquire during the Youth Internship Program. **Check all that apply:**

Work Maturity Skills:	<input type="checkbox"/> Initiative to learn new things <input type="checkbox"/> Dress Professionally	<input type="checkbox"/> Work Independently <input type="checkbox"/> Other: _____
Personal Skills:	<input type="checkbox"/> Effective Communication <input type="checkbox"/> Time Management <input type="checkbox"/> Exercise Leadership	<input type="checkbox"/> Teamwork <input type="checkbox"/> Facilitate / Train <input type="checkbox"/> Other:
Work-Related Skills:	<input type="checkbox"/> Use of work-related equipment <input type="checkbox"/> Office Procedures	<input type="checkbox"/> Use of computers/ internet <input type="checkbox"/> Customer Service
Additional Skills:		

ATTIRE EXPECTATIONS

Indicate which professional attire you are requesting summer interns to wear at your location

- Business Casual Business Professionally Casual Uniform

SCHEDULE

Participants are required to work up to **30 hours per week**. Indicate below, the schedule for the positions identified above. Participants are **NOT** paid for lunch breaks.

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Start time:							
End time:							
Total Hours Per Week:							