

<b>WORKSITE AGREEMENT</b>
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**A Worksite Agreement is hereby executed between**

**Miles College/Jefferson County WIA  
Summer Youth Employment Program**  
(hereinafter referred to as WIA Program Operator)

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And

Worksite Name:

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(hereinafter referred to as the Worksite), pursuant to the Workforce Investment act of 1998.

- A. This agreement will entail only financial obligations as follows:
- 1) It is understood that **WIA Summer Jobs for Youths** work based learning participants will receive allowances from the WIA Program Operator for work performed at the worksite. Workers Compensation insurance is provided by the WIA Program Operator.
  - 2) The worksite organization is in no way financially responsible for participants.
- B. This WIA Program Operator will provide program orientation to all worksite supervisors prior to commencement of work activities by participants.
- C. **WIA Summer Jobs for Youths** participants will be assigned to worksites contingent upon coordination and agreement between the WIA Program Operator and the Worksite on the basis of individual participant's needs and capability and the availability of sufficient, meaningful, and well-supervised work. No participant will be permitted to work, be trained, or receive services in buildings, surroundings, or other conditions which are unsanitary, hazardous, or dangerous to his or her health.
- D. Individuals responsible for the worksite operation will insure that all assignments are adequately and competently supervised at all times. This includes, but is not limited to the following:
- 1) Orientation of participants to the specific work station duties and safety rules.
  - 2) Assignment of participants' task(s) in relation to their ability to perform and in conjunction with the requirements of the task for which hired ..
  - 3) Instruction, supervision, and evaluation of participants' performance.
  - 4) Maintaining communication with the Program Coordinator concerning participant progress and notifying the Program Coordinator immediately of any significant problems encountered.

- 5) Removal from a worksite of a participant will be the prerogative of the worksite. Termination from the program will remain the prerogative of the Program Manager and/or Executive Director.
- E. The worksite will prepare and maintain a daily, accurate time sheet and attendance record, completed in ink, and report participants time and attendance to the Program Coordinator as required by the WIA Program Operator. Time sheets must be delivered to the WIA Program Operators' office not later than twelve noon on the day specified on the pay schedule distributed by the WIA Program Operator.
- F. The worksite will provide sufficient equipment and/or materials to conduct the program. **Summer Jobs for Youths** participants will be using the following equipment tools:
- G. The worksite will comply with all applicable Federal, State, and local laws. The worksite also agrees to hold harmless the WIA Program Operator and its employees harmless from liability of any nature, or any kind, including costs and expenses, for or on account of any suit or damages of any character whatsoever resulting from injury or damages sustained or so perceived by any persons or persons resulting in whole or in part from the negligent or intentional performance or omission of any **Summer Jobs for Youths** participants employed by the site.
- H. All activities will be in accordance with the safety standards as prescribed by the **Occupational Safety and Health Act of 1970** and the **Guide for the Employment of Teenagers** published by the State of Alabama, Department of Industrial Relations.
- I. The worksite will not engage in prohibited sectarian (religious) activities or duties.
- J. **Summer Jobs for Youths** participants are not allowed to engage in political activities during the hours in which they are being paid or employed in a position involving political activities in the office of an elected official.
- K. No **Summer Jobs for Youths** participant is required to join a union as a condition for enrollment in WTA.
- L. **Summer Jobs for Youths** participants will be free of any direct or indirect racial, ethnic, sex, age, or religious discrimination.
- M. All accidents will be reported on the Employer's injury form on the day they occur. These accident reports will be reported to the WIA Program Operators office on the day the injury

occurs, and the forms delivered to the WIA Program Operators no later than the workday after the injury occurs.

N. The average number of participants to be enrolled at this worksite is \_\_\_\_\_.  
At least one supervisor must be present for each twelve participants.

O. The average number of hours of work per week per participant is \_\_\_\_\_.  
No participant can be paid overtime with WIA funds.

P. Listed below are the type(s) of work activity at this worksite:

Q. In addition to the Program Coordinator the WIA Program Executive Director or his or her designee will have the right to visit for monitoring and evaluating the worksite participant operations at any reasonable time during normal worksite operating hours.

R. Adherence to the rules and regulations governing the program will be the responsibility of the worksite. The Program Coordinator will be responsible for providing such rules and/or changes to the worksite. If the Worksite fails repeatedly to comply with the terms of this agreement, the WIA Program Operator may terminate present Summer Jobs for Youth positions at the worksite and refuse to allow further Summer Jobs for Youth positions to be assigned to the worksite until all aspects of the agreement have been brought into compliance.

The Worksite Agreement is effective on \_\_\_\_\_ day of \_\_\_\_\_ 2009, and will remain in effect until the \_\_\_\_\_ day of \_\_\_\_\_, 2009, unless terminated sooner by written notice by either party to the other.

**WIA PROGRAM:**

As Program Coordinator, I certify that the worksite has been checked for safety regulations and the worksite appears to meet safety standards and no apparent hazardous conditions exist.

By: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_

**WORKSITE - ORGANIZATION:**

I certify that the worksite has been provided a copy of this agreement.

By: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_