

SAMPLE
**YOUTH EMPLOYMENT PROGRAM
AGREEMENT**

ADMINISTRATIVE ENTITY:
Workforce Development Department
1 North Genesee Street 1st Floor
Waukegan, IL 60085
Telephone (847) 377-3450

EMPLOYER:
Name:
Address:
City: State:
Zip Code:
Telephone:

I. PURPOSE

The Lake County Workforce Development Department (hereinafter the "WDD") through funding from the Lake County Board and funding from the American Recovery and Reinvestment Act of 2009 will provide job opportunities to enhance the future employability of economically disadvantaged youth 14 to 24 years of age. Youth 14 to 24 years of age may qualify if they have an Individualized Education Plan (I.E.P.) from the school they attend or a documented disability. The purpose of this Agreement (the "Agreement") is to outline the responsibilities of the WDD and the Employer, as identified above.

II. GENERAL COOPERATION

The Employer, as an approved Youth Employment Program worksite, will provide worker(s) the following:

- A. Meaningful work experience commensurate with the job description, attached as Exhibit A and incorporated herein, that will assist worker(s) to develop or improve their job skills;
- B. A safe and healthy working environment;
- C. Records that will document worker(s) attendance and work progress;
- D. Advice to youth on deficiencies and specific recommendations for improvement;
- E. Adequate supervision in the performance of worker(s) assignments.

III. YOUTH EMPLOYMENT PROGRAM

The Lake County Workforce Development Department will provide the following Services:

- A. Recruit and refer eligible youth to the Employer;
- B. Counsel worker(s) on an on-going basis;

- C. Monitoring to ensure workers are doing their assigned job duties and worksites are abiding by the Agreement;
- D. Coverage for workers under the WDD worker's compensation policy;
- E. Wages for the worker(s) based on time and attendance records.

IV. TRAINING COOPERATION

To ensure training success of the worker(s) with the Employer, the Employer will:

- A. Ensure worksite supervisor(s), as identified on the Job Description, attend the orientation conducted by the WDD and agree that only the WDD may authorize the start date for each worker;
- B. Understand that worksite supervisor(s) must attend the WDD orientation before youth can be assigned;
- C. Provide guidance and leadership to the workers in order for them to learn and practice good work habits and attitudes;
- D. Provide an appropriate amount of work to be done by youth, as identified in the job description;
- E. Permit inspection and observation of workers on the job by the WDD summer staff counselor(s) or any authorized representative;
- F. Ensure that all personnel working with the workers are aware of the contents of this Agreement;
- G. Provide the WDD with an accident report when an accident necessitating medical treatment has occurred involving a worker at the worksite. Reports shall be made to the WDD Youth Program Manager as soon as practicable but at a minimum within 24 hours of the accident. WDD will assist in filling out the accident report.

V. TIME AND ATTENDANCE COOPERATION

The Employer will:

- A. Only record actual hours worked by the worker(s) at the approved job site. Worker(s) shall not be paid for lunch, holidays, sick days or any other source of leave or time off;
- B. Not allow the worker(s) to work more than 8 hours per day, 40 hours a week;
- C. Use the official timesheet provided by WDD in reporting actual work attendance;

- D. Require the supervisor and worker to certify the timesheet by signing the document and attesting to the accuracy and completeness of the record;
- E. Have timesheets completed by the timesheet pick-up schedule.

VI. ASSURANCE and CERTIFICATION

The Employer, as an approved WDD Employer, assures full compliance with the following general stipulations:

- A. Worker will not be involved in activities and occupations prohibited by law in accordance with the relevant provision of Chapter 820 (Employment) of the Illinois Compiled Statutes;
- B. Worker may not engage in partisan or non-partisan political activities, union activities, or sectarian activities;
- C. Worker will not start until authorized by the WDD Youth Program Manager and in no instance shall a worker start prior to May 01, 2009;
- D. Worker shall not replace an employed individual who is laid off from the same or substantially equivalent job;
- E. No worker shall be placed at a worksite where there is a relative of the worker at that site;
- F. Employer shall abide by the Equal Opportunity regulations and Illinois Fair Employment Practices Commission Rules and Regulation Article VII;
- G. The Employer shall use the WDD's grievance procedure, as provided in the orientation.

VII. TERMINATION and LIABILITY FOR PERFORMANCE

- A. Employer shall indemnify the WDD against and hold it harmless from any liability to third persons resulting from acts or omissions by any workers designated to work with the Employer;
- B. If a worker suffers bodily injury or property damage and makes a claim against the WDD as a result of the Employer's performance or failure to perform within the scope of employment or training, or other term of the Agreement, the Employer will defend, at its own expense, any suit based on the claim and will pay any resulting judgment against the WDD;
- C. In no event shall there be any liability on the part of the WDD or any of its agents or officers for payments or the performance of obligations undertaken by the Employer in excess of funds allocated to the workers for the Employer. The allocation is calculated using the following formula: (number of workers) x (minimum wage or agreed upon wage) x (number of WDD approved hours for the workers);

- D. The Employer shall provide the WDD a Certificate of Insurance providing evidence of coverage for Commercial General Liability in an amount not less than \$2,000,000 General Aggregate and \$1,000,000 Each Occurrence Limit. The Lake County Workforce Development Department of Lake County, its agents, officers, and employees shall be named as additional insured by endorsement as their interest may appear; in addition the WDD; (attention: Youth Program Manager) will be provided thirty (30) days notice, in writing, of cancellation or material change by endorsement. Automobile coverage shall also be provided evidencing coverage limits not less than \$1,000,000 per Occurrence and \$2,000,000 Aggregate.
- E. WDD may terminate this Agreement immediately and remove the worker(s) for failure of the Employer to fulfill its obligation under the Agreement;
- F. No financial or other obligation will be incurred by WDD until the Agreement is approved and signed by both parties.

We, the undersigned certify that we understand and will comply with the terms of the Agreement.

APPROVAL BY EMPLOYER

Name of Worksite

Address

Signature

Date

APPROVAL BY LAKE COUNTY BOARD CHAIRMAN

Suzi Schmidt

Date

APPROVAL BY PROGRAM MANAGER

Jennifer Everett

Date

SIGNATURE OF WORKSITE SUPERVISOR

Name of Supervisor of Worksite Date

EXHIBIT A

**YOUTH EMPLOYMENT PROGRAM
JOB DESCRIPTION**

1. Worksite Name	
2. Address	
3. Type of Employer	<input type="checkbox"/> Not-for-Profit <input type="checkbox"/> For Profit <input type="checkbox"/> Government
4. Primary Business Function	
5. Type of Time and Attendance Record	<input type="checkbox"/> Sign-in Log
6. Job Title & Starting Wage pr hr	
7. Ratio of Supervisors to Workers	# of Supervisors () # of Workers () for youth program requested
8. Location of Job Requested	
9. Job Description and Learning Expectations (Be Specific)	
10. Daily Hours	Start () End () Days ()
11. Education Required	
12. Work Experience Preferred / Age Preferred	
13. Training to be Provided & Conducted By	

14. Equipment to be Used	
15. Direct Supervisor	
16. Title	
17. Telephone #	
18. Substitute Supervisor	
19. Title	
20. Telephone #	
21. To be completed for outside work only. A plan for rainy-day activities	

Please submit a job description for each different position you have open. (This form is simply a request for positions and **NOT** a commitment on the part of the Workforce Development Department of Lake County.)

Signature

Type Signature

Title

Type Title

Date

**Summer Youth Employment Program 2008
Worksites**

Antioch Upper Grade Antioch	Boys and Girls Club of Lake County Waukegan
Antioch Public Library Antioch	Community Action Partnership Waukegan
College of Lake County * Grayslake	Countryside Association Waukegan
Gurnee Park District Gurnee	Lake County Health Dept./Behavioral Services Waukegan
Warren Newport Public Library Gurnee	Lake County Health Dept./CHS/Child & Family Connections Waukegan
Grant Township Ingleside	Lake County Health Dept./Family Life Education Waukegan
Allendale Association Lake Villa	Lake County Facilities Operations * Waukegan
Winchester House Libertyville	Lake County Health Dept. T.B. Clinic Waukegan
Alternative Behavioral Treatment Center Mundelein	Lake County Workforce Development Dept. Waukegan
City of North Chicago North Chicago	Lions Math & Science Academy Waukegan
Foss Park North Chicago	Waukegan Township Waukegan
Marion Jones Town homes North Chicago	Christian Faith Fellowship Zion
North Chicago Public Library North Chicago	Zion Township Zion
North Chicago Housing Authority North Chicago	

**25 Worksites
2 New Worksites ***