

**YOUTH EMPLOYMENT PROGRAM
AGREEMENT**

ADMINISTRATIVE ENTITY:

Workforce Development Program
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 Program (hereinafter the “WDP”) through funding from the Lake County Board will provide job opportunities to enhance the future employability of economically disadvantaged youth 14 to 18 years of age. Youth 14 to 22 years of age may qualify if they have an Individualized Education Plan (I.E.P.) from the school they attend. The purpose of this Agreement (the “Agreement”) is to outline the responsibilities of the WDP 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 Program 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 WDP 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 WDP and agree that only the WDP may authorize the start date for each worker;
- B. Understand that worksite supervisor(s) must attend the WDP 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 WDP 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 WDP with an accident report when an accident necessitating medical treatment has occurred involving a worker at the worksite. Reports shall be made to the WDP Program Manager as soon as practicable but at a minimum within 24 hours of the accident. WDP 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, 25 hours a week;
- C. Use the official timesheet provided by WDP 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 WDP 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 WDP Program Manager and in no instance shall a worker start prior to June 18, 2012;
- 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 WDP's grievance procedure, as provided in the orientation.

VII. TERMINATION and LIABILITY FOR PERFORMANCE

- A. Employer shall indemnify the WDP 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 WDP 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 WDP;
- C. In no event shall there be any liability on the part of the WDP 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) x (number of WDP approved hours for the workers);

- D. The Employer shall provide the WDP 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 Program of Lake County, its agents, officers, and employees shall be named as additional insured by endorsement as their interest may appear; in addition the WDP; (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. WDP 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 WDP 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

_____/_____
David Stolman 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 Agency	<input type="checkbox"/> Not-for-Profit <input type="checkbox"/> Government <input type="checkbox"/> Public
4. Main Function of Agency	
5. Type of Time and Attendance Record	<input type="checkbox"/> Sign-in Log
6. Job Title	
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. Work Experience Preferred	
12. 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	

(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