

Richland County Summer Youth Employment Program Work Site Agreement

This Worksite Agreement is entered into this 5 day of June, 2023 by and between Catalyst Life Services,

Worksite Organization Name: Pioneer CTC
(herein after "Worksite"), and the Youth or Young Adult Participant

Participant Name: _____,
(herein after "Participant").

The parties hereto referred to collectively as "Parties."

Under this Agreement, participants may be provided with job shadowing opportunities and paid or unpaid work experience opportunities. Job shadowing will allow participants to be exposed to occupational areas of interest to increase career awareness. Job shadowing is a short-term, unpaid activity. Paid work experience will allow participants to develop basic work habits, learn occupational skills, and/or gain valuable work experience that will assist the participant in obtaining unsubsidized employment in the future.

WORK EXPERIENCE TYPES (select one from each of the three categories)

Select one	Select one	Select one
<input checked="" type="checkbox"/> Internship <input type="checkbox"/> On-the-Job Training (OJT) <input type="checkbox"/> Paid-Work Experience <input type="checkbox"/> Summer Employment Opportunity	<input type="checkbox"/> Paid <input checked="" type="checkbox"/> Unpaid	<input type="checkbox"/> Employment (subsidized) <input checked="" type="checkbox"/> Training

**HOW MANY YOUTHS ARE YOU REQUESTING? 2

AGREEMENT SERVICE PERIOD (not to exceed 12 months in duration)

Start Date: June 1st, 2022 -September 30th, 2023

WORKSITE GENERAL INFORMATION

Worksite Address: 27 Ryan Road Shelby, OH 44875	
Name of Supervisor or Mentor: Luke Brenneman	Worksite Main Phone #: 419.347.7744
Supervisor or Mentor Email: brenneman.luke@pioneerctc.edu	Supervisor or Mentor Fax #: (419) 347-4977

Organization Tax Identification #:	Type of Organization: <i>(select one)</i> <input checked="" type="checkbox"/> Non-Profit Government Private For Profit
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RENUMERATION *(select all that apply)*

Wages	Wage Rate \$ /Hour: _____
Stipends or Incentives	Stipend or Incentive Amount(s) \$: _____ Requirement to earn Stipend or Incentive:
<input checked="" type="checkbox"/> NA – No Wages, Stipends, or Incentives	Stipend or Incentive Amount(s) \$: _____ Requirement to earn Stipend or Incentive:
	Non-Monetary Incentive: _____ Requirement to earn Incentive:

JOB DUTIES *(please detail below or attach position description)*

Position description attached

Students will do computer cleanup and repairs. Inventory of equipment. Set-up and tear down of computers and other technology equipment. Customer service requests and repairs.

HOURS TO BE WORKED *(Estimated)*

Day of Week	Time of Day	Total Hours Per Day
Monday	From: _____ To: _____	_____
Tuesday	From: _____ To: _____	_____
Wednesday	From: _____ To: _____	_____
Thursday	From: _____ To: _____	_____
Friday	From: _____ To: _____	_____
Saturday	From: _____ To: _____	_____
Sunday	From: _____ To: _____	_____
<input checked="" type="checkbox"/> Varies	<input checked="" type="checkbox"/> Varies	<input checked="" type="checkbox"/> Varies

EMPLOYER OF RECORD *(select one)*

☒ Payroll Services Provider
(NECIC)

SPECIAL WORKING CONDITIONS

Students will be working indoors, some walking and lifting will be required.

TRAINING TO BE PROVIDED AND/OR CERTIFICATIONS TO BE EARNED

IT training on computer maintenance will be provided under the field technician and IT director.

UNIFORMS, TOOLS, EQUIPMENT, AND OTHER SUPPORTIVE SERVICES REQUIRED

None

All parties agree to:

Abide by all provisions of the Workforce Innovation and Opportunity Act, Temporary Assistance for Needy Families, and the Ohio Revised Code (including Ohio Administrative Code 4141-5-05: Work Relief or Work Training Program exclusion).

PROVIDER (Catalyst Life Services/NECIC) RESPONSIBILITIES

Provider agrees to:

Provide a program orientation to participants which explains the program purpose, opportunities available through the program, program procedures, and participant rights and responsibilities.

Provide the worksite supervisor a program orientation prior to or at the time of placement of the participant at the worksite to ensure understanding of program goals and administrative expectations.

Visit and interview the participant and worksite regularly (at least every other month) to ensure goals are being met and all parties are adhering to work experience expectations.

Enroll applicable participants with Catalyst Life Services payroll system, who will be the recognized employer of record.

Ensure the third party temporary employment service / payroll service provider has Commercial General Liability insurance coverage minimums of \$1,000,000 per occurrence with an annual aggregate of at least \$3,000,000 and Worker's Compensation coverage levels as required by Ohio law.

WORKSITE RESPONSIBILITIES

The worksite will provide and/or agree to:

A worksite and position orientation to the participant not later than the end of the second work week to familiarize the participant with job duties, rules, and expectations.

Experienced supervision and training to the participant at all times.

An environment that will help the participant's job performance throughout the duration of the work experience so the participant can learn and develop marketable job skills consistent with the participant's job duties and training plan.

Working conditions which ensure a participant environment which is both safe and sanitary.

Sufficient equipment and/or material to conduct work assignments.

Sufficient work to occupy the participant during work hours.

Maintain accurate time and attendance records which reflect actual time worked by the participant, guaranteeing adequate accountability.

Submit weekly participant timesheets no later than the following Monday (or next business day if Monday is a holiday) after the pay period to NECIC, by fax or email to:

Attn: NECIC - Jacqueline Williams, Staffing Specialist
Email: jacqueline@necic-ohio.org
Phone: 419-522-1611, ext. 107
Fax#: 1-877-433-0848

Cooperate fully with monitors from Richland County OhioMeansJobs, and/or the State of Ohio by allowing access to information and files relevant to this program. Retain relevant records for three years.

Participants will not work at worksites which include any political activity, religious workshops, or sectarian instruction.

This agreement will be maintained at the worksite and available for review by federal, state, and local area agents and program operator monitors.

PARTICIPANT RESPONSIBILITIES

The participant agrees to:

Perform their work experience duties, assignments, and training to the best of their abilities and adhere to all worksite rules and policies.

UNION CONCURRENCE

Applicable

X Non Applicable

If applicable:

Program using work sites where collective bargaining or working agreements exist must have written concurrence of the labor organizations and employer. The undersigned representative of the collective bargaining agency concurs in the use of this work site for the sole purpose of providing work experience through Catalyst Life Services.

As The Representative of Local #)_____. _____
Name Date

Hereby submit my concurrence to the Catalyst Life Services Employment Program.

WORKSITE ASSURANCES

Worksite assures and certifies that:

Appropriate standards for health and safety in work and training situations will be maintained.

Neither it nor any other units planned for participation in the activities to be funded hereunder, are listed on the debarred list due to violations of Titles VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to Agreement, or any sub-agreement resulting therefrom, aware of any pending action which might result in such debarment.

It will comply with all federal, state, and local laws.

It agrees to carry and maintain throughout the life of this Agreement such bodily injury and property damage liability insurance as will protect it and its employees, including the positions created under this Agreement, against any and all claims for personal injury, including death, or property damage, which may arise out of or result from the performance of or operations under this Agreement. Such insurance coverage shall be standard in the industry that worksite functions in.

It agrees to be responsible for any negligent acts or negligent omissions by or through itself or its agents, employees and contracted servants and it further agrees to defend itself and pay any judgments and costs arising out of such negligent acts or negligent omissions.

It agrees to comply with 42 U.S.C. Sections 1320d through 1320d-8, and implementing regulations at 45 C.F.R. Section 164.502(e) and Sections 164.504(e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996.

It is bound by all of the confidentiality, disclosure and safeguarding requirements of the Ohio Revised Code and the Ohio Department of Job & Family Services, including, but not limited to those stated in the Ohio Revised Code Sections 5101.26, 5101.27, 5101.272, 5101.28, 5160.45, 42 Code of Federal Regulations Sections 431.300 through 431.307 and Ohio Administrative Code Sections 5101:1-1-03 and 5160:1-1-01.1. Disclosure of information in a manner not in accordance with all applicable federal and state laws and regulations is deemed a breach of the Agreement and subject to the imposition of penalties, including, but not limited to, the penalties found in Revised Code Section 5101.99.

By signing this Agreement, worksite certifies that it is currently in compliance with, and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code Chapter 102 and the related provisions of Ohio Revised Code Chapter 2921.

It will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal agreement, grant or any other award covered by 31 U.S.C. 1352. Any lobbying with non-Federal funds that takes place in connection with obtaining any federal award will be disclosed.

It is not listed in the non-procurement portion of the General Services Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders 12549 and 12689. Endorsement of this Agreement certifies its exclusion status and that of its principals. It shall report any suspected public assistance fraud to the Fraud and Benefit Recovery Unit of the Ohio Department of Job and Family Services.

As a condition of this agreement, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, sexual orientation, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further assured that worksite will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this agreement.

It shall not place a participant in positions affected by hiring freezes, reductions in force, or labor disputes.

It conducts BCI background checks for employees and further assures that no employee whose regular course of duties defined as supervising, mentoring, transporting, responsible for, or is otherwise in an oversight capacity of the youth participant has been convicted of a "Prohibited Offense" against children as defined by the Ohio Revised Code (ORC) including: homicide (ORC 2903), assault (ORC 2903), menacing (ORC 2903.21), patient abuse and neglect (ORC 2903.34), kidnapping and related offenses (ORC 2905), sex offenses (ORC 2907), robbery and burglary (ORC 2911), arson (ORC 2909), offenses against the family (ORC 2919), weapons control (2923), drug offenses (2925) and other (ORC 3716.11).

TERMINATION FOR CONVENIENCE

The Parties may terminate this Agreement at any time and for any reason by giving at least one (1) business day advance notice, in writing, to the other Parties.

TERMINATION UPON BREACH OR DEFAULT

Upon breach or default of any of the provisions, obligations, or duties embodied in this Agreement, the aggrieved Party shall provide written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Agreement may, at the election of the aggrieved Party, be immediately terminated.

OHIO MINOR LABOR LAW

ORC Chapter 4109: Employment of Minors

"Minor" Any person less than 18 years of age who has not obtained a high school diploma or its equivalence and/or individuals subject to the exemptions contained within section 4109.06.

“Record Requirements” Every employer shall post in a conspicuous place frequented by minors a printed abstract of the minor labor laws, furnished by the Wage and Hour Division, and a complete listing of all minors employees which shall contain at a minimum the minors name, age, date of birth and occupation. Ohio Board of Education authorizing the minor to be employed by a particular establishment. Minors must be at least 14 years of age to obtain a work permit. Work permits can be deemed by the school superintendent. A new work permit must be issued each time the minor changes employment. Within 3 days of termination of employment, the work permit shall be returned to the issuing authority. Also upon termination, payment for all wages must be received by the minor by the next regularly scheduled pay period.

During months when school is not in sessions, 16 and 17 year old minors are not required to obtain work permits. The employer maintains proof of age and a signed statement from their parent or guardian consent to their proposed employment.

“Minor Wage Agreement” An agreement, prepared in duplicate, as to the wages and or compensation the minor shall receive for each day, week, month, year, or per piece. Sample agreements are available from the Bureau, upon request. No employer shall reduce the wage of any minor without giving him written notice of at least 24 hours prior to the reduction. Copies of the Minor Wage Agreement are available here.

“Wage Withholding” No employee shall retain or withhold wages or any part thereof because of presumed negligence, failure to comply with rules, breakage of machinery, or alleged incompetence to produce any standard of merit.

“Break Requirement” All minors are required to have a 30-minute uninterrupted break when working more than 5 consecutive hours which must be documented as stated above.

“Employment Hours”

Minors 14 and 15

When school is IN session minors 14 and 15 cannot be employed before 7:00 a.m. or after 7:00 p.m.; work more than 3 hours on any school day; work more than 18 hours in any school week; work during school hours, unless employment is incidental to bona fide vocational training program.

When school is NOT in session minors 14 and 15 cannot be employed before 7:00 a.m. or after 9:00 p.m.; work more than 8 hours per day; work more than 40 hours per week.

Minors 16 and 17

When school is IN session minors 16 and 17 cannot be employed before 7:00 a.m. or 6:00 a.m. if not employed after 8:00 p.m. the previous night; or after 11:00 P.M. Sunday through Thursday. There is no limitation in hours per day or week. When school is NOT in session minors 16 and 17 have no limitation as to the starting and ending time and no limitation in hours per day or week.

PROHIBITED OCCUPATIONS FOR MINORS

Pursuant to Rule 4101:9-2-02 of the Ohio Administrative Code, minors under 16 years of age may not work in the following occupations, which are hazardous or detrimental to health or well-being:

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- slaughtering, meat-packing, processing, or rendering occupations
- power-driven bakery machines occupations
- occupations involved in the manufacture of brick, tile, or related products
- chemical manufacturing occupations

- occupations involved in the manufacture or storage of explosives
- occupations involved in the exposure to radioactive substances and to ionizing radiation

PROHIBITED OCCUPATIONS FOR MINORS

(continued)

- power-driven metal forming, punching, and shearing machine operations
 - power-driven paper products machines occupations
 - power-driven circular saws, band saws, and guillotine shears occupations
 - power-driven woodworking machine occupations
 - coal mine occupations
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- mining occupations, other than coal
 - logging and sawmilling occupations
 - motor vehicle occupations
 - maritime and longshoreman occupations
 - railroad occupations
 - excavation operations occupations
 - power-driven hoisting apparatus occupations
 - roofing operations occupations
 - wrecking, demolition, and shipbreaking occupations

SIGNATURE OF PARTIES

CATALYST LIFE SERVICES/NECIC AUTHORIZED REPRESENTATIVE

Printed Name: _____ Date: _____

Title: _____

Signature: _____

WORKSITE AUTHORIZED REPRESENTATIVE

Printed Name: _____ Date: _____

Title: _____

Signature: _____

YOUTH OR YOUNG ADULT PARTICIPANT

Printed Name: _____ Date: _____

Signature: _____

PARENT OR GUARDIAN OF YOUTH PARTICIPANT (*required if participant is a minor*)

Printed Name: _____ Date: _____

Signature: _____