



**YOUTH WORKSITE EMPLOYER AGREEMENT
BETWEEN
AREA COMMUNITY SERVICES EMPLOYMENT AND TRAINING COUNCIL
AND
(WORKSITE EMPLOYER)**

Contract No.: _____

1. Sponsor:

Area Community Services Employment
and Training Council (ACSET)
West Michigan Works!
1550 Leonard St. NE
Grand Rapids, MI 49505

**2. Worksite Employer
Name and Address:**

3. Identifying Information:

Beginning Date of Agreement: _____

Ending Date of Agreement: _____

IRS ID No.: _____

U.I. Employer No.: _____

Worker's Comp. No.: N/A _____

Worker's Comp. Carrier: N/A _____

General Liability Insurance Carrier: _____

This Agreement is entered into between the Area Community Services Employment and Training Council (hereafter **ACSET or SPONSOR**) and _____, (hereafter **WORKSITE EMPLOYER**) for a period beginning _____ and ending _____ under the terms and conditions set forth in this Agreement.

West Michigan Works! is a division of ACSET, an equal opportunity employer/program and a proud partner of the American Job Center network. Auxiliary aids and services are available upon request to individuals with disabilities. West Michigan Works! is supported by state and federal funds; more details at westmiworks.org/about/.

4. DURATION:

The Worksite Employer shall employ Participants referred to it by ACSET and provide those Participants with Work Experience as described in the Training Plan applicable to each participant for at least the number of hours per week indicated in the Training Plan until the expiration or termination of this Agreement or the Training Plan, whichever occurs first.

5. YOUTH WORK EXPERIENCE TERMS AND CONDITIONS:

A. Obligations of the Sponsor:

In consideration of the services provided by the Worksite Employer under this Agreement, the Sponsor agrees to provide the funding for the Youth Work Experience Program. The Sponsor's payment of funds for purposes of this Agreement is subject to and contingent upon the availability of funds for such purposes, being Federal and/or State or private funds, and the Sponsor will not be liable for the payment of any amounts in excess of the amount of funds made available to the Sponsor by its funding source or sources and/or as dictated in the Training Plan.

B. Obligations of the Worksite Employer:

The Worksite Employer agrees to provide work experience for the Participant(s) identified in the Training Plan according to the terms contained in The Training Plan, which is incorporated by reference as part of this Agreement. The Worksite Employer also agrees to the following additional requirements:

1. To provide onsite orientation to Participants that includes safety standards and timekeeping procedures.
2. To provide initial and ongoing safety training for each Participant.
3. To ensure that the necessary safety equipment is worn by each Participant when appropriate.
4. To ensure that sufficient equipment and /or materials are available for Participant(s) to carry out each work assignment.
5. To clearly communicate worksite expectations and responsibilities to Participant(s).
6. To ensure that each Participant has constant supervision and is aware of all relevant procedures at the worksite.
7. To identify an alternate supervisor to provide the required supervision when the assigned supervisor is unavailable.
8. To collect timesheets from Participants and email them directly to Manpower each Friday by noon.
9. To keep records of the hours the Participant(s) worked, not showing absences, unworked hours, or recreational activities as time worked, and provide accurate and signed timesheets and complete evaluation forms as scheduled.

10. To follow the work injury procedure outlined in the Employer Toolkit for seeking medical treatment of workplace injuries involving Participants, and to report the injury as soon as possible to ACSET staff.
11. To ensure that each Participant, who is a minor, does not work more than five hours without a 30- minute lunch break and that this break is recorded on the timesheet.
12. To provide sufficient work to occupy the number of hours each Participant is scheduled to work.
13. To ensure that Participants will not be given the responsibility for supervising other staff members or Participants.
14. To prohibit any Participant under the age of 18 from driving any vehicles in the performance of job- related duties. Should this provision be violated, the Worksite Employer accepts the full liability and expense.
15. To notify ACSET about any position or work schedule changes involving a Participant.
16. To notify ACSET about any disciplinary issues, complaints, and/or any other concerns that arise on the worksite. The Worksite Employer must notify ACSET, in writing, about any complaints and/or the Participant terminations within one (1) business day of the incident.
17. To allow ACSET, and any other funders for the Youth Work Experience Program, to access the worksite to perform monitoring related to safety and contract compliance.

C. GENERAL CONDITIONS REGARDING COMPLIANCE:

In all matters pertaining to their performance under this Agreement, the Parties shall conform to the provisions of all applicable federal, state and local laws, statutes, ordinances, rules and regulation, and any amendments thereto, and to the methods and procedures of all applicable governmental boards, bureaus, offices, commissions and other agencies.

The Worksite Employer Agrees:

1. To implement the necessary workplace safeguards to protect Michigan's workers from COVID-19 as required by Executive Order 2020-114 (and any future executive orders), CDC and MIOSHA guidelines, and local health department rules, which includes, but is not limited to, providing the necessary personal protection equipment, establishing safe practices such as enforcing social distancing, maintaining vigorous cleaning practices, and abiding by any and all other state and local recommendations and requirements.
2. To comply with the application requirements of the Workforce Innovation and Opportunity Act (WIOA) and with all of its implementing regulations and policies.
3. To comply all federal and state OSHA safety standards, including any additional health and safety standards established under federal or state law

governing Work Experience worksites which are otherwise applicable to working conditions of employees at such worksites.

4. To ensure compliance with the Michigan Youth Employment Standards Act, PA 1978, No. 90 (MCL 409.101 et. seq.) and regulations adopted thereunder, including rules governing work hours, documentation of hours, work permits and allowable occupations for youth. <http://www.legislature.mi.gov/documents/mcl/pdf/mcl-act-90-of-1978.pdf>
5. To comply with all rules and regulations of all grantor organizations funding the Youth Work Experience Program.
6. To cooperate and comply with any reporting or other review procedures as required in writing by ACSET.
7. **Employer Assurances:** The Worksite Employer further certifies that:
 - a. No Participant will be used to fill a job opening created by lay off, termination, or by a reduction of the working hours of any other regular employee.
 - b. No Participant will be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers.
 - c. Participants shall not be used to impair existing contracts for services or collective bargaining agreements and, if any of the jobs are inconsistent with the terms of any collective bargaining agreement, the written concurrence of the labor organization and employer concerned shall first be obtained.
 - d. None of the work assignments for which Participants are paid will include political activities.
 - e. Participants shall not be employed to carry out construction, operation, or maintenance of any part of any facility which is used, or is to be used, for religious instruction or as a place for religious worship, except that participants may be employed for maintenance of a facility that is not primarily or inherently devoted to religious instruction or religious worship, if the organization operating the facility is part of a program or activity providing services to WIOA participants.
 - f. Participants shall perform only those tasks that are identified in this Agreement.
 - g. Worksite Employer shall reimburse ACSET for all Participant wages attributed to time spent on tasks not included in position descriptions as stated in this Agreement. If it is discovered that participants were inappropriately paid for these tasks, the Worksite Employer shall reimburse ACSET for any costs that are disallowed in an audit or by its funding agency.
6. **INDEPENDENT CONTRACTOR:** The Worksite Employer shall perform this Agreement as an independent contractor, and nothing in this Agreement shall be construed to be inconsistent with this relationship status. No agent or employee of the Worksite Employer shall be, or shall be deemed to be, an agent or employee of ACSET.

7. **CONFIDENTIALITY:** The Worksite Employer shall maintain the confidentiality of any records provided by ACSET regarding any program funds and to cooperate in the provision of any required information under any program or grant.
8. **EQUAL EMPLOYMENT OPPORTUNITY POLICY:** The Worksite Employer agrees that it shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a manner directly or indirectly related to employment because of race, color, religion, national origin, age, sex, arrest without conviction, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this covenant may be regarded as a material term of this Agreement.
9. **INDEMNIFICATION AND HOLD HARMLESS:** The Worksite Employer agrees to reimburse ACSET for any liability incurred due to accident, injury or other causes resulting from the participant performing tasks not included in this Agreement. The Worksite Employer will hold ACSET harmless from such liabilities. The Worksite Employer shall carry General Liability Insurance to cover such instances.
10. **TERMINATION:** In case of delay, non-performance, or partial performance on the part of the Worksite Employer in meeting contract requirements, including contract performance, ACSET shall have the right to terminate this contract by giving the Worksite Employer written notice of termination and specifying the effective date thereof. The Worksite Employer shall not be relieved of liability to ACSET for damages sustained because of breach of this Agreement by the Worksite Employer. ACSET shall have the right to terminate this Agreement if for any reason, alterations or changes take place in the rules, regulations, laws, or policies to which ACSET is subject, or in the allocation or allotment of funds provided to ACSET for the purposes of this Agreement. Such termination shall take effect immediately upon the Worksite Employer's receipt of written notice unless a different effective date is specified in that notice.

11. SPONSOR CONTRACTORS

The language in this Sponsor Contractors section is duplicated from the Agreement between Manpower Group, Inc. and Area Community Service Employment and Training Council (ASCET). It is for informational purposes only and is not meant to contract Manpower with the Worksite Employer.

On behalf of all assigned participants, Manpower will maintain personnel and payroll records; pay, withhold and transmit payroll taxes; make unemployment contributions; and handle unemployment and workers' compensation claims with respect to compensation that Manpower has agreed to pay. Manpower will implement procedures to insure that assigned participants' timesheets are obtained from the employer in a manner which insures timely payments to all qualified program participants. Manpower will provide ACSET with timesheet copies for each participant accompanying invoice by the applicable payroll date. Manpower will provide liability, fidelity and workers' compensation insurance coverage for assigned participants. Manpower agrees that it will defend, indemnify, and hold ACSET and its officers, departments, and employees harmless as to any and all work-related injuries, and provide the workers' compensation insurance to cover any and all work-related injuries.

12. **COMPLETE AGREEMENT** - This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of

this Agreement shall be deemed to exist or bind any of the parties hereto.

CONCURRENCE OF THE COLLECTIVE BARGAINING AGENT

Is the occupation in which training and employment is to be offered subject to a collective bargaining agreement? Yes No

If “Yes”, a Labor Organization Representative MUST review and approve this agreement.

I have reviewed this Agreement as an authorized representative of _____ and with respect to the obligations, general conditions, occupations, job descriptions and training arrangements, I certify that I approve of the position(s) and that they are within the jurisdiction of this bargaining unit.

Authorized Official’s Name and Title: _____

Signature: _____ Date: _____

13. **SIGNATURE OF AGREEMENT:** By signing this Agreement, the signatories certify that they are each authorized to sign on behalf of the Entity.

The Worksite Employer has received, reviewed, and agreed to comply with all provisions of the contract, and the “Employer Toolkit” supplement which is attached and incorporated as part of this Agreement. The Worksite Employer also agrees to provide any staff member directly supervising Participants with a copy of the Employer Toolkit.

SPONSOR

WORKSITE EMPLOYER

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

GENERAL PROVISIONS
WIOA YOUTH WORK EXPERIENCE PROGRAM

1. **Compliance with Applicable Laws:** The Employer will perform its duties in accordance with the Workforce Innovation and Opportunity Act (WIOA), P.L. 113-128 and the regulations, procedures, and standards promulgated thereunder. The Employer will comply with all applicable Federal, State, and local laws, rules, and regulations which deal with, or are related to, the performance of this contract. The Employer will also comply with the relevant terms and conditions of the Job Training Plan between ACSET and the Michigan Department of Labor and Economic Opportunity – Workforce Development (LEO-WD) under which the funds for this Contract have been provided, together with all subsequent amendments thereto. The Employer shall comply with the provisions of the Fair Labor Standards Act, as amended, and the Michigan Occupational and Health Act (MIOSHA). The Sponsor (ACSET) will not be liable for the payment of any amount to the Employer in excess of the amount of funds made available by the funding authority for the performance of this contract.
2. **Retention of Records and Access to Premises:** The Employer shall preserve and make available records relevant to this Contract to ACSET, representatives of the LEO-WD and the U.S. Department of Labor (U.S. D.O.L.) until the expiration of three years from the date of final payment under this contract, or for such longer period, if any, as is required by applicable statute, or by other clauses of this contract. If the contract is partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final statement. The Employer agrees to grant representatives of ACSET, the LEO-WD and/or the U.S. D.O.L., access to the site of Youth Work Experience Program and records thereof for the purpose of periodic onsite reviews of program operation during the life of the contract and for three years after completion.
3. **Drug-Free Workplace:** The Employer shall comply with the Drug-Free Workplace Act of 1988.
4. **Supervision:** The Employer will ensure that the Participants are adequately supervised during training.
5. **Restriction of Independent Agent:** The Employer represents (a) that it has not employed or retained any company or person (other than a full-time bona fide employee working solely for the Employer) to solicit or secure this contract, and (b) that it has not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the Employer) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract; and agrees to furnish information relating to (a) and (b) above as requested by ACSET. For breach or violation of this representation, the Sponsor (ACSET) shall have the right to terminate this contract without liability and in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
6. **Nepotism:** No participant may be hired into a Youth Work Experience component if he or she is a member of the Employer's immediate family; or if a member of their immediate family is engaged in an administrative capacity for ACSET; or if the participant would supervise, or would be supervised by, a member of the participant's immediate family. Immediate member of the family includes spouse, child, parent, brother, brother-in-law, stepbrother, sister, sister-in-law, stepsister, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, grandparent, stepparent, stepchild, grandchild, or a member of the participant's household. A person in an administrative capacity includes those persons who have administrative responsibility for or influence on Youth Work Experience Participants in the place of employment, including all elected or appointed officials who have any responsibility for the obtaining or approval of ACSET trainings program or the Job Training Plan

between ACSET and the LEO-WD, and other officials who have influence or control over the administration of ACSET training programs, including persons who have selection, hiring, placement, or supervisory responsibilities for Youth Work Experience Participants.

7. **Existing Training:** Any Employer-sponsored level of training in existence prior to initiation of the Contract shall be maintained and shall not be reduced in level of effort in any way as a result of this contract, except for reeducation unrelated to the provisions or purposes of this contract.
8. **Equal Employment Opportunities:** In connection with the performance of this Contract and any Training Plans in which this Contract is incorporated, the Employer agrees to comply with the following nondiscrimination and equal opportunity provisions of the following laws:
 - a. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity;
 - b. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
 - i. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
 - ii. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
 - iii. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Employer also assures that it will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to the Employer's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the Employer makes to carry out the WIOA Title I-financially assisted program or activity. The Employer understands that the United States has the right to seek judicial enforcement of this assurance.

The Employer will comply with the civil rights and equal opportunities provisions of:

- a. Titles VI and VII of the (federal) Civil Rights Act of 1964,
- b. The (Federal) Age Discrimination in Employment Act,
- c. Americans with Disabilities Act of 1990 (P.L. 101-336),
- d. The (Michigan) Elliott-Larsen Civil Rights Act,
- e. The Genetic Information Nondiscrimination Act of 2008, P.L. 110-233;
- f. Or any other applicable legislation.

The Employer shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status.

9. **Contract Modification and Assignment:** No Modification to this Contract shall be effective unless it is written and executed by all parties and approved by ACSET; except for changes required by law. The Employer may not assign this contract without the wrien permission of ACSET.
10. **Termination of Contract:**
 - a. In case of delay, non-performance, or partial performance on the part of the Employer in meeting

contract requirements, including contract performance, or financial reporting: ACSET shall thereupon have the right to terminate this contract by giving written notice to the Employer of termination and specifying the effective date thereof. The Employer shall not be relieved of liability to ACSET for damages ACSET may sustain by breach of the Contract by the Employer, and payments may be withheld to the Employer until the exact amount of the damages due is determined.

- b. If, for any cause, alterations or changes take place in the rules, regulations, laws or policies to which ACSET is subject or in the allocation or allotment of funds provided to ACSET for the purposes of this Contract, ACSET shall have the right to terminate this Contract. Such termination shall take effect immediately upon Employer's receipt of written notice unless a different effective date is specified in that notice.
- c. The Employer is responsible for fulfilling all terms and conditions of this Contract. While ACSET shall monitor the Employer's performance under the Contract, the Employer remains solely responsible for its performance. Monitoring of the Contract by ACSET shall not constitute a waiver or modification of any term or condition. The failure by ACSET to enforce one or more of the provisions of this contract on one or more occasions shall not constitute a waiver of such provision(s) by ACSET. Terms and conditions may only be modified by written contract amendment.

- 11. **Hold Harmless:** The Employer further agrees to release and to hold and save ACSET, its officers, agents and employees harmless from liability of any kind, costs and expenses, including reasonable attorney's fees, for, or on account of, any or all claims made or damages sustained by any persons or property resulting in whole or in part from the performance or omission of any employee, agent, subcontractor or representative of the Employer, including sanctions imposed by the LEO-WD upon ACSET as a result, directly or indirectly, of activities performed by the Employer or any of its employees, agents, subcontractors or representatives under this Contract. The Employer shall promptly provide ACSET with written notice of any action being brought against the Employer or any of its subcontractors concerning this Contract.
- 12. **Political Activities:** Participants may not be involved in political activities during work experience hours.
- 13. **Debarment of Suspension:** The Employer certifies that it has not been debarred or suspended from receiving federal funds, as provided by 2 CFR Part 376.
- 14. **Authority to Enter This Contract:** The Employer assures that it possesses legal authority to enter into the Contract; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Employer to act in connection with this Contract and provide additional information as may be required.
- 15. **Successor Agencies:** For purposes of this Contract, any reference to a state or federal agency shall be deemed to apply to any successor agency.
- 16. **No Third-Party Beneficiaries:** This Contract is for the sole benefit of the parties and their successors and assignees, through assignment permitted by the Contract, and nothing in this Contract, express or implied, is intended to, nor shall it confer upon any other person or entity, any legal or equitable right, benefit, or remedy of any nature whatsoever.