



COLTON
REDLANDS
YUCAIPA

County of San Bernardino Department of Workforce Development and
American Recovery and Reinvestment Act of 2009

**CalWORKs SUMMER YOUTH EMPLOYMENT PROGRAM
2010 WORKSITE AGREEMENT**

This agreement is established between Colton Redlands Yucaipa Regional Occupational Program (CRY-ROP) and
City of Redlands

_____ (worksite agency)
to provide employment and training services to eligible youth participating in the CalWORKs Summer Youth Employment Program authorized by the American Recovery & Reinvestment Act of 2009 and administered through the County of San Bernardino Department of Workforce Development (WDD). This program will assist program participants in obtaining work readiness and employability skills for future employment. Under this agreement, youth participants will be provided useful work experience and enrichment activities consistent with each participant's capabilities and interests.

It is agreed that such work experience will be conducted in a safe and sanitary working environment, Child Labor Laws will be followed, and that there will be: Enough work and adequate full-time supervision for each participant by qualified supervisors; accountability for participants' time and attendance; and adherence by all parties to the rules and regulations governing CRY-ROP and the CalWORKs Summer Youth Employment Program.

This agreement shall be in effect from **July 1, 2010** through **September 30, 2010**. CalWORKs youth participants will be available for summer employment in mid-July with a possible end date before August 31, 2010; older participants (18-24 years old) may work mid-July through September. *Prior to placement, a CRY-ROP Employment Placement Specialist will arrange time for you to interview youth participants that are interested in your worksite. Work schedules will be established with the worksite supervisor prior to start date.*

WORK ACTIVITIES: Participants on a scheduled work plan will perform the work activities described in the attached Worksite Request Form. Should the number of participants or the activities of the worksite change, the worksite agency agrees to notify the appropriate CalWORKs summer youth staff member at CRY-ROP immediately to modify the terms of this Agreement.

WORKSITE SUPERVISION: The supervisor ratio will be *at least* one supervisor for every twelve participants. Worksite supervisors should have experience working with youth and be qualified for the job position. A comprehensive Supervisor Handbook will be provided along with pertinent program information. Worksite supervisors (and substitute supervisors, if appropriate) shall be provided with appropriate training. If a worksite supervisor is absent, appropriate arrangements for substitute supervision will be made by the worksite agency.

TIME & ATTENDANCE: CRY-ROP time sheets will be provided for participants to record time and attendance. Accurate time and attendance records will be initialed by worksite supervisors, and must reflect the actual time worked. Participants shall sign in when reporting to work and sign out at the end of the established work schedule. In no case will a participant be allowed to sign in and out simultaneously; nor will they be paid for recreational activities or time not worked. Absence and tardiness policies for the worksite agency will apply to CalWORKs summer youth participants and should be enforced.

The participants and supervisors, whose signatures certify accuracy, will sign time sheets on the last day of each pay period. Timesheets will be picked up by CRY-ROP Employment Placement Specialists every two weeks and processed by the CRY-ROP Payroll Department. See supervisor handbook for payroll schedule and due dates for time sheets. *Under no circumstances shall a worksite supervisor sign a blank or incomplete time sheet.*

COMPENSATION: Program participants will be paid a minimum of \$8.00 per hour. Payroll and all applicable payroll expenses will be calculated by CRY-ROP and paid through by American Recovery and Reinvestment Act of 2009 CalWORKs Summer Youth Employment Program grant funds. Participants will be paid by check according to CRY-ROP's regular payroll schedule.

MONITORING: CRY-ROP's CalWORKs Employment Placement Specialists will monitor program participants assigned to worksites on a regular basis, and will provide additional assistance, as needed, upon request by worksite supervisors.

NONDISPLACEMENT: Any company participating in the CalWORKs summer youth program will not (directly or indirectly) cause the displacement of any regular employee; furthermore, participation in this program must not infringe on employees' rights. CalWORKs Summer Youth Program participants may not be employed in or assigned a job if: (1) any other individual is

on layoff from the same or substantially equivalent job; (2) the employer has terminated the employment of any regular, unsubsidized employee or otherwise caused an involuntary reduction in its workforce with the intention of filling the vacancy so created with the CalWORKs participant; (3) the job is created in a promotional line that infringes in any way on the promotional opportunities of currently employed workers; and (4) must not impair existing contracts for services or collective bargaining agreements.

I, Deborah Scott-Leistra, hereby assure that this worksite will comply with regulations ensuring that summer youth participants will not displace regular employees.

HOLD HARMLESS CLAUSES: CRY-ROP agrees to defend, indemnify and hold harmless the worksite agency, its officers, agents, and employees from any and all suits, actions, damages, or claims of every name and description, including reasonable attorneys' fees, to which the worksite agency, its officers, agents, and employees may be subjected or put to by reason of damage or act of omission occasioned by CRY-ROP, its officers, agents, students or employees in carrying out the provisions of this Agreement. The worksite agency agrees to defend, indemnify and hold harmless CRY-ROP, its officers, agents, and employees from any and all suits, actions, damages, or claims of every name and description, including reasonable attorneys' fees, to which CRY-ROP, its officers, agents and employees may be subjected or put to by reason of damage or act of omission occasioned by the worksite agency, its officers, agents or employees in carrying out the provisions of this Agreement. CRY-ROP agrees to see that each CalWORKs participant is supplied with insurance coverage for Worker's Compensation, and to take out and maintain during the life of this Agreement such public liability and property damage insurance as shall protect CRY-ROP and the worksite agency with respect to those liabilities to which CRY-ROP holds the worksite agency harmless. CRY-ROP and the worksite agency, in compliance with Civil Rights legislation, hereby asserts that it does not discriminate on the basis of race, color, national origin, ancestry, religion, creed, sex, age, or handicap in its employment or educational programs or activities.

GENERAL ADHERENCE: The worksite agency agrees to adhere to the rules and regulations of the CRY-ROP CalWORKs Summer Youth Employment Program. The worksite supervisor will brief each participant about his/her prospective worksite including: (1) an explanation of the duties to be performed and to whom they report; (2) the rules and regulations of the job; (3) grievance procedures; (4) emergency and on the job injury procedures; (5) policy regarding the use of personal communication devices while working; (6) attendance and time card procedures; and (7) acknowledgement that worksites are monitored by CRY-ROP's CalWORKs staff and the Department of Workforce Development of San Bernardino County.

WORKSITE TERMINATION: Failure to adhere to the rules and regulations of the CalWORKs Summer Youth Employment Program guidelines and required documentation constitutes termination of the Worksite Agreement.

ASSURANCES: The parties whose signature(s) appear below have reviewed and accepted the terms described in the Worksite Agreement and other documents referenced. This document will be amended when necessary.

The Agreement may be cancelled by either the worksite agency or CRY-ROP by serving 30 days written notice of such cancellation on the other party.

Deborah Scott-Leistra & Tabetha Johnson
Authorized Worksite Representative

Human Resources Director & Volunteer Resources Coordinator
Title

City of Redlands
Worksite Agency

35 Cajon Street
Street Address

Redlands, CA 92373
City, State, Zip

Claudia Davalos, CalWORKs Program Coordinator
Colton Redlands Yucaipa ROP

Date: July 6, 2010

(909) 798-7514

Phone

Pat Gilbreath
Pat Gilbreath, Mayor, City of Redlands

Attest: Sam Irwin, City Clerk

7/6/10

Date: