

**SOUTHCENTRAL MISSISSIPPI WORKS YOUTH WORK EXPERIENCE PROGRAM
WORKSITE AGREEMENT**

Agreement #:

I certify that **Madison County Board of Supervisor** is designated as an SMW Youth Work Experience worksite.

	Employer of Record	Worksite Employer
Name	MS Department of Employment Security	Madison County Board of Supervisor
Address	152 Watford Parkway Drive	125 W North Street P.O. Box 608
City, State, Zip	Canton, MS 39046	Canton, MS 39046
Telephone	601-407-2450	601-855-5580
FAX Number	601-859-4785	601-855-5759
Contact Person/Title	Adaline Burnley /MDES Manager	David Overby / County Administrator
Employer of Record's Federal ID#: 64-60000-765	Employer of Record's Workers Compensation Carrier & Policy #: Mississippi State Agency Self Insured Worker's Comp Trust	
Worksite Employer's business is: <input type="checkbox"/> Private for Profit (if authorized) <input type="checkbox"/> Public <input checked="" type="checkbox"/> Government		
The parties agree that the Worksite Employer shall direct and supervise employee(s).		
Adaline Burnley/MDES Manager Typed Name/Title Employer of Record Representative Signature		
David Overby/County Administrator Typed Name/Title Worksite Employer Representative Signature		

Employer of Record: Entity responsible for handling payroll/ benefits & WC for employees

Employee: WIA eligible Youth Participant temporarily hired for Work Experience Program.

Worksite Employer: Entity responsible for direction & supervision of the employee.

I. AUTHORITY: This Agreement is executed pursuant to the following statutory, regulatory and policy provisions: The Workforce Investment Act, 29 USC 1501, as amended ("WIA") and The WIA Final Regulation.

II. TERM: The period of performance of this Agreement shall be from 3/11/2013 to 6/30/2013.

III. The maximum period of employment for employees hired under this agreement cannot exceed 520 total work hours in increments of not less than twenty (20) nor more than forty (40) work hours per week.

IV. WORK DESCRIPTION

An individual served under this Agreement will be referred to as an "employee." A Job Description that is consistent with other persons hired to do the same or similar work will be provided by the Worksite Employer for each employee served under this agreement. A duly recognized representative, such as a manager or supervisor, may sign for the Employer. The Job Description shall, by reference, be made a part of this Agreement. No individual working under this program may perform any work that is unhealthy, unsafe, illegal, or dangerous. Participants cannot climb on roofs, operate lawn mowers, power tools, or any heavy equipment or perform any other job that is unhealthy, unsafe, illegal, or dangerous. Jobs that are not allowable occupations include fast food workers, grocery store baggers, stock persons, and child care workers/teachers. These type jobs do not serve to fulfill the goals of the program.

V. PERFORMANCE OF WORK

A. START OF WORK:

The Worksite Employer will not start the employee at work until the Employer of Record has signed this Agreement, and a Job Description and a Worksite Agreement Addendum has been completed for the employee. The start of work must not precede the Date of this agreement or the last signature date, whichever is later.

B. TERMINATION FOR CONVENIENCE OF EMPLOYER OF RECORD

The performance of work under this Agreement may be terminated in whole or from time to time in part by the Employer of Record when it determines that such termination is in the best interest of the Employer of Record. Termination for work hereunder shall be effected by delivery to the Worksite Employer of a Notice of Termination specifying the extent to which performance of work under the Agreement is terminated and the date upon which such termination becomes effective.

The Worksite Employer shall notify the Employer of Record of any changes to the required hours and work necessary to be performed by the Employee in order to effectuate any terminations due to lack of work.

C. TERMINATION FOR REASONS OF DEFAULT:

Employer of Record may, by written notice of default to the Worksite Employer, terminate the whole or any part of this Agreement in any one of the following circumstances:

If the Worksite Employer fails to perform the services specified herein; or if the Worksite Employer fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance under this Agreement in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the Employer of Record may authorize in writing) after receipt of notice specifying such failure.

VI. WORKSITE EMPLOYER'S REQUIREMENTS (PARTICIPANT)

A. EQUAL OPPORTUNITY:

The Worksite Employer will not discriminate against any employee because of race, color, religion, sex, or national origin.

B. STATEMENT OF EMPLOYER PERSONNEL POLICY:

The Worksite Employer will provide a copy of its policy to the employee covering any specific rules or regulations by which the employee is expected to abide, including benefits information and grievance procedures.

VII. MISCELLANEOUS PROVISIONS

A. PAYMENTS:

- (1) The Worksite Employer will assist the Employer of Record by providing the appropriate documentation (signed timesheets) to the Employer of Record on a timely basis to ensure the Employee is paid on a timely basis.
- (2) All hours must be rounded to the nearest quarter hour on a daily basis.

B. CHANGES:

- (1) There shall be no modification or amendment of this Agreement, except in writing, executed with the same formalities as this instrument.
- (2) Requests for interpretations of the Agreement provisions shall be directed to the Employer on Record and must be in writing. No interpretations shall be official or binding upon the Worksite Employer unless it is received in written form.

C. DISPUTES:

All disputes should be resolved informally. If resolution does not occur to the satisfaction of any party, the first step is to use existing grievance procedures, if any, established by the Worksite Employer to resolve disputes with Employees. If the Worksite Employer has no internal grievance procedures or if the dispute remains unresolved, the parties agree to participate in and be bound by determinations resulting from the Local Workforce Board's Grievance Procedures.

D. ATTESTATION REGARDING EMPLOYMENT OF EMPLOYEE:

The Employer can presently employ none of the employees served under this Agreement, nor can they be presently on a layoff status subject to recall by the Employer or other like status with the Employer.

E. SUBJECT TO FUNDING/BUDGET:

It is expressly understood by and between the parties hereto that the Employer of Record is serving solely as distributor of funds provided under the Workforce Investment Act (WIA), and is not obligated to disburse monies from general funds or otherwise to make payments described herein, and further, that this distribution is contingent upon the receipt of WIA funds. The Employer of Record reserves the right to institute an administrative modification to reduce in whole or in part the monies provided under this Agreement should available monies become insufficient to continue Agreement levels.

F. HOLD HARMLESS:

The Worksite Employer agrees to indemnify and hold harmless the Employer of Record, their officers, officials and employees from and against all claims, liabilities, the damages or suits of any nature whatsoever arising out of, because of, or due to breach of this agreement by the Worksite Employer, its delegates agents or employees, or due to any act or occurrence of omission of the Worksite Employer, including but not limited to costs and a reasonable attorney's fee. In suits against the Employer of Record arising out of this agreement, the Employer of Record, at its sole option, may defend itself or require the Worksite Employer to provide the defense.

G. DEBARMENT AND SUSPENSION:

The Worksite Employer certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal or State department or agency.

H. RELATIONSHIP OF PARTIES:

The Worksite Employer does not become the agent of the Employer of Record for any purpose pursuant to this Agreement, and will make no representation of such. In agreeing to provide direction and supervision for the employee(s), the Worksite Employer understands that this does not make any employee an employee or agent of Employer of Record, nor is the Employer of Record liable to the Worksite Employer or any third party by reason of any future act or failure to act by any employee on or off the job.

VIII. ASSURANCES AND CERTIFICATIONS

In entering into this Agreement, the Worksite Employer hereby acknowledges, and agrees to comply with, the following statutory, regulatory and policy provisions:

- A. RELOCATION:** Neither the execution nor performance of the Agreement will assist in, support or otherwise contribute to the relocation of the Worksite Employer's business.
- B. MAINTENANCE OF EFFORT:** The Worksite Employer assures that this agreement will only provide for employment opportunities that are consistent with its standard and customary needs.
- C. DISPLACEMENT OF CURRENTLY EMPLOYED WORKERS:** The Worksite Employer assures that no currently employed worker shall be displaced by any employee, including partial displacement such as a reduction in hours of non-overtime work, wages or employment benefits. No employee shall be employed or job opening filled when (a) any other individual is on layoff from the same or any substantially equivalent job, or (b) when the Worksite Employer has terminated the employment of any regular employee, or has otherwise reduced its work force with the intention of filling the vacancy so created by utilizing an employee.
- D. HEALTH AND SAFETY STANDARDS:** Health and safety standards otherwise applicable to working conditions of disaster employees shall be equally applicable to working conditions of the regular employees. The Worksite Employer assures that appropriate standard for health and safety will be maintained, including adherence to both federal and state Child Labor Laws.
- E. SECTARIAN ACTIVITIES:** The Worksite Employer assures that employees will not be employed in building, operating, or maintaining any part of any building, which is used for religious instruction or worship.
- F. COLLECTIVE BARGAINING AND UNION ACTIVITIES:** The Worksite Employer assures that this agreement will not impair existing contracts for services or collective bargaining agreement between the Worksite Employer and other parties, nor will this agreement assist, promote or deter union organization.
- G. LOBBYING AND POLITICAL ACTIVITIES:** The Worksite Employer assures that this agreement will not assist with political or lobbying activities or the cost of any salaries or expenses related to any activity designed to influence legislation or appropriation pending before the Congress of the United States.

IX. REPRESENTATIONS AND UNDERSTANDING:

The Worksite Employer agrees to operate this worksite in accordance with the provisions, conditions and specifications as follows:

1. To ensure that employees assigned to this worksite will only perform tasks that are similar in nature to those of any other employee with equivalent skills and experience.
2. To ensure compliance with governing state and federal laws and policy.
3. To provide adequate supervision of the temporary employees.
4. To provide sufficient work to fully occupy the temporary employees' working hours.
5. To maintain the worksite timesheets and monitoring of hours and attendance.
6. To adhere to applicable wage and hour regulations.
7. To ensure safe and sanitary working conditions.
8. To file injury reports when applicable and immediately advise the Employer of Record as the Workers' Compensation provider
9. To ensure that no temporary employee will be involved in any sectarian or political activities.
10. To notify the Employer of Record immediately in the event of any job related accident.

- X. The Worksite Employer understands that no part of this Agreement, including any Addenda, may be subcontracted to a third party without the express written consent of the Employer of Record.
 - A. The worksite Employer will immediately advise the Employer of Record in writing of any actions, suits, claims or grievances filed against the Contractor, the Employer of Record, State of Mississippi, federal officials or participating employees that in any way relates to this Agreement.
 - B. The Worksite Employer represents that it has the power and authority to execute this Agreement and perform the services specified in any Addenda to this Agreement.

This agreement is hereby executed pursuant to the terms and conditions stated herein.

EXECUTION

Employer of Record

Worksite Employer

Signature

Date

Signature

Date