

WORKSITE AGREEMENT FOR PARTICIPANT EMPLOYMENT

This agreement is between Pathway, Inc. Ohio Youth Works Program (OYWP) and the worksite (hereafter referred to as Site Company) regarding the employment of a pre-determined eligible participant for the provision of services related to the 2017 Ohio Youth Works Program. This agreement is entered into on _____, 2017.

WHEREAS, Pathway intends to provide meaningful work experience for fourteen and fifteen year olds including training, basic computer knowledge, professional skills and actual work site assignments in conjunction with local employer partners;

IN CONSIDERATION THEREFORE, the parties agree:

1. The Site Company will provide meaningful work experience for the participant.
 - a. The Site Company agrees to provide a minimum of 25 and a maximum of 40 hours of work experience per week.
 - b. The Site Company agrees to provide work experience between the hours of 8AM and 5PM unless otherwise agreed upon by OYWP.
2. The Site Company agrees to provide the OYWP participant with a complete job description, a thorough orientation to the worksite (to include policies and procedures, expectations as related to absenteeism, tardiness, attitude and discipline policies, etc.) pre & post evaluations utilizing the required format (attached) and appropriate supervision.
3. During the agreement period, the OYWP participant will be an employee of Pathway/ Ohio Youth Works Program.
4. Site Company agrees to provide OYWP with a signed time sheet (to be provided by OYWP) weekly; these are due each Monday by 12pm. These may be provided electronically at dwarzyniak@pathwaytoledo.org or faxed to (419)244-8820
5. If Site Company does not provide the time sheet to OYWP in accordance with the stipulations in Article 5 above, there may be a delay in processing the employee(s) payment(s).
6. OYWP will compensate the OYWP participant at the rate of \$10.00 per hour for all work performed at the Site Company, be responsible for all employer taxes and payroll deductions required of employers (excluding any medical-related costs), and will provide contact personnel to answer any program-related questions from Site Company.
7. OYWP participant(s) will report to work at the Site Company and perform such tasks as detailed in the job description provided by Site Company.
8. OYWP participant(s) will abide by the Site Company's rules of safety and conduct while on Site Company's premises.

9. The Site Company agrees to allow OYWP to use its participation in the program in its public relations endeavors. This includes photographs, video, and written media.

THE PARTIES UNDERSTAND AND SPECIFICALLY AGREE:

1. Site Company understands that any position created for OYWP participant(s) must be in an “aide” capacity. At no time may an OYWP participant be used as a “regular” employee. The Site Company does agree to provide the appropriate amount of supervision for all OYWP participants.
2. Participants will not be placed in a position that was previously vacated due to layoffs or any labor disputes.
3. Participants will not be placed in a position which normally pays more than \$10.00 per hour.
4. Site Company confirms that they are not an organization that specifically advocates participation in any religion or any political party.
5. OYWP participant’s employment placement at the Site Company is for the limited purposes set forth above and neither the OYWP nor the Site Company has offered any inducements or promises of future employment.
6. The agreement may not be changed or modified without the express written consent of both OYWP and Site Company’s Chief Executive Officer/Executive Director.
7. The Site Company acknowledges that an OYWP staff person may review the OYWP participant during employment hours. These visits may be scheduled or unscheduled.
8. The Site Company agrees to adhere to all applicable laws of the State of Ohio, specifically, Confidentiality and Child Labor Laws as applicable.
9. OYWP and Site Company agree to provide information and data concerning the program as requested by the Lucas County Department of Jobs & Family Services (of which OYWP is a sub-grantee).
10. The purchase of ancillary items required for participants to perform the work (including uniforms, tools, licenses, and certifications) are permissible under the funding source. In order to be permissible, the utilization of these items must be mandatory. A requisition must be submitted and approved by OYWP prior to reimbursement for any purchase. Copies of the requisition form shall be made available to the Site Companies.

WAIVER OF SUBROGATION OR OTHERWISE: No party shall be liable to any other party hereto or to any insurance company (by way of subrogation or otherwise) insuring any other party, for any resulting loss of income, or losses under worker’s compensation laws and benefits, even though such loss or damage might have been occasioned by the negligence of such party, its officials, officers, agents or employees; provided, however,



that this limitation of liability shall only be applicable where such loss or damage is covered by insurance benefiting the party suffering such loss or damage or was required to be covered by such insurance pursuant to this agreement.

OYWP Representative

Date

SITE COMPANY:

Name of Company

Name of individual authorized to enter into agreement

Title

Signature

Date