OVERWIOAPL 15-12-13 Work Experience Contract – Att B

\_\_\_\_ County Job and Family Services

Comprehensive Case Management Employment Program (CCMEP)

**WORK EXPERIENCE CONTRACT**

The following identifies the terms of the contract:

This contract is made and entered into on the \_\_\_**Date**, by and between the \_\_\_\_ County Department of Job and Family Services hereinafter referred to as the “**CCMEP agency**,” and **\_\_\_** hereinafter referred to as the **“employer**,“ and **\_\_\_\_**, hereinafter referred to as the **“participant**” and/or “**employee**.”

**ALL PARTIES OF THIS CONTRACT AGREE TO ABIDE BY THE TERMS OF THE ATTACHED ARTICLES OF AGREEMENT.**

**ARTICLE I:** Terms of Contract

The employer hereby agrees to employ the above named employee for up to **\_\_\_ hours** in the period of beginning no earlier than **\_\_\_\_, 2018** and no later than **\_\_\_\_, 2018**, **contingent upon funding**.

**ARTICLE II:** Employee Conditions

A. The employee will be employed as \_\_**position title**\_\_ (see attached job description or listing of activities in Addendum C) and shall work at \_\_\_\_, Ohio (location) or at such places as may be directed by the employer. The employee shall perform the duties assigned and perform the work as described by the employer.

B. The employee shall also abide by all personnel policies, procedures regulations, and business practices of the employer.

**ARTICLE III:** Employer Conditions

1. The employer certifies that the position to be filled by the employee will not result in displacement of another employee or an employee who has been laid off.
2. If union, union acceptance must be noted on the signature page.

C. The employer agrees to schedule the employee**: NOT MORE THAN 40 Hours per week.**

D. The Employer shall comply with all applicable Federal, State, and local laws, rules and regulations, which deal with or relate to employment and health & safety in the workplace, including but not limited to the Fair Labor Standards Act, as amended.

E. The Employer has not been debarred, suspended, declared ineligible or voluntarily excluded from Federal contracting.

F. No one under this contract shall be illegally discriminated against on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief, citizenship, or his or her status as a CCMEP participant.

G. If the major job duties of the employee changes, the employer shall provide the CCMEP agency with the appropriate job description prior to reassigning the employee.

H. The employer shall maintain employee documentation including I9, W4 and any other withholding records, as well as payroll and attendance records which sufficiently and properly reflect all direct and indirect costs of any nature, expended in the performance of this contract. Such records shall be subject at all reasonable times to review or audit by duly authorized federal, state, or CCMEP agency audit personnel. Such records shall be maintained for a period of five years from the date of the final payment on this contract.

**ARTICLE IV:** Compensation

A. The employee’s pay shall be **$\_\_\_ per hour and be paid \_\_\_\_\_(frequency).**

B. The employer is entitled to receive during the term of this contract a subsidy of 100% of the employee’s gross earnings, FICA and Worker’s Compensation Premium during the period. Unemployment Compensation benefits (See Addendum A) and health benefits are excluded from the subsidy. Reimbursement does not include overtime wage or holiday pay. Reimbursement will be on actual hours worked. The employer understands this funding may be paid by CCMEP or TANF funding, at the CCMEP agency’s discretion. Youth CCMEP is a combination of CCMEP and TANF.

C. The employer shall submit at the end of each pay period, an itemized invoice (See Addendum B) for all costs incurred, to the CCMEP agency for payment. Failure to report costs within five (5) business days could result in non-reimbursement. It is understood by the employer that payment could take up to 30 days from date of receipt by the CCMEP agency.

**ARTICLE V:** Modifications and Addendums

Modification or additional articles to this contract may be made upon mutual agreement of the employer, CCMEP agency, and participant.

**ARTICLE VI:** Corrective Action and/or Termination

The purpose of this contract is a successful work experience. Should issues arise, it is understood that the CCMEP agency should be contacted with the issue to assist in corrective action.

If the employee willfully breaches or habitually neglects the duties which he is required to perform under the terms of this contract, the employer may, at his option, terminate this contract by giving written notice of termination, with cause, to the employee and the CCMEP agency without prejudice to any other remedy to which the employer may be entitled under law, in equity, or under this contract.

This contract is subject to federal funding, should funding levels change or be suspended, the CCMEP agency must notify the employer and participant in writing. Notification will include a revised end date.

**ARTICLE VII**: Evaluations

The employer understands and agrees that they will be required to complete an evaluation half-way through the training period and again at the end. (See Addendum C)

**Union Concurrence (if applicable) COMPANY**

**Union: \_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Union Authorized Signature Date Employer Authorized Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name Title Print Name Title

**PARTICIPANT Age:\_\_\_\_** **CCMEP Agency**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Participant (& Parent, if minor) Signature & Date CCMEP Agency Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name(s) Print Name

**ADDENDUM “A”**

**UNEMPLOYMENT COMPENSATION GUIDANCE**

James Durbin in the Office of Unemployment Compensation, ODJFS has provided the following update and clarification for unemployment claims concerning the summer youth program.

ORC 4141.01(B)(3)(a) and OAC 4141-05-05 state that services must be provided for a nonprofit organization, the state or its instrumentalities to be excluded for unemployment purposes. Therefore, wages paid to youth in a work-relief or work-training program by a for-profit organization are covered wages and must be reported, and contributions paid, for those

individuals in the work-relief or work-training programs. In addition, the wages paid to these

individuals may be used in determining an unemployment claim.

The key decision point is determining who “is the employer of record”. For *unemployment*

*purposes*, the employer of record is the entity that has direction and control over the participating individuals in the summer youth program, or more simply put; hires and/or would dismiss any individual whose performance was unsatisfactory. The next key point is determining if the employer of record is a non-profit or governmental entity. Here are some examples that should guide your agency in determining whether or not the wages paid to the youth are covered for unemployment compensation purposes:

* If the employer of record is a “For Profit” entity then the services performed by and

wages paid to the youth *would be covered* for unemployment and reported to ODJFS.

 If the employer of record is a “Not for Profit” entity then the services performed by and

wages paid to the youth *would be excluded* for unemployment and should not be reported

to ODJFS.

 If the employer or record is a “Governmental or Public” entity then the services

performed by and wages paid to the youth *would be excluded* for unemployment and

should not be reported to ODJFS.

**ADDENDUM “B”**

**CCMEP PROGRAM**

**WORK EXPERIENCE**

**EMPLOYMENT INVOICE**

Pay Period from: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employer’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employee’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Gross Wages: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hours at $**\_\_\_** per hour = \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Workers Comp Premium: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FICA: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**TOTAL:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I certify that the above report of hours worked is true and accurate, and that the company has proper documentation of these hours on file in the company’s office.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_

Signature Authorized Representative Title of Representative Date

Authorized By CCMEP Agency Staff: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ADDENDUM “C”**

***TRAINING OUTLINE & EVALUATION – WORK EXPERIENCE***

Employer: \_\_\_\_\_\_\_\_\_ Training Period: \_\_\_\_\_ to \_\_\_\_\_

Trainee’s Name: \_\_\_\_\_\_ Training Schedule Time: \_\_:00am-\_\_:00pm

Trainee’s Supervisor: \_\_\_\_\_\_ Hours/week: \_\_\_\_\_ **Not to Exceed \_\_\_\_** Total Hrs.

Supervisor Contact info:\_\_\_\_\_\_\_(phone or email) Pay Periods:  Weekly  Other \_\_\_\_\_\_\_\_\_\_\_\_\_

Trainee’s Age:\_\_\_\_\_\_\_ If minor, is Parental Consent and Minor Wage Agreement in the file? \_\_\_\_Yes\_\_\_No

**Trainee Job Title and O-NetCode:**

\_\_\_\_\_\_\_\_\_\_\_ (51-\_\_\_\_.00)

|  |  |  |  |
| --- | --- | --- | --- |
| **SKILLS TO BE LEARNED:** | Starting Capability | \*\*Mid-Point Review  Date: | \*\*Ending Capability  Date: |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

\*\*Record the date on which the “Mid-Point and Ending Capability” assessment is made and the skill level which has been obtained using the following rating scale:

1. Beginning Can do only simple parts of the task

2-4 Intermediate Showing growth in the task

5. Skilled Can do all parts of the task

***TRAINING OUTLINE & EVALUATION – WORK EXPERIENCE***

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Employer Name/Location: | | Trainee Name: | | | |
| **FOUNDATION SKILLS** | **PERFORMANCE EXPECTATIONS** | | **Mid-Point Evaluation** | **Post Evaluation** |
| ATTENDANCE | Understanding work expectations for attendance and adhering to them. Notifying supervisor in advance in case of absence. | |  |  |
| PUNCTUALITY | Understanding work expectations for punctuality. Arriving on time for work, taking and returning from breaks on time, and calling supervisor prior to being late. | |  |  |
| WORKPLACE APPEARANCE | Dressing appropriately for position and duties. Practicing personal hygiene appropriate for position and duties | |  |  |
| TAKING INITIATIVE | Participating fully in task or project from initiation to completion. Initiating interaction with supervisor for next task upon completion of previous one. | |  |  |
| QUALITY OF WORK | Giving best effort, evaluating own work, and utilizing feedback to improve work performance. Striving to meet quality standards | |  |  |
| COMMUNICATION SKILLS | Speaking clearly and communicating effectively – verbally and non-verbally. Listening attentively. Using language appropriate for work environment. | |  |  |
| RESPONSE TO SUPERVISION | Accepting direction, feedback, and constructive criticism with positive attitude and using information to improve work performance. | |  |  |
| TEAMWORK | Relating positively with co-workers. Working productively with individuals and teams. Respecting diversity in race, gender, and culture. | |  |  |
| WORKPLACE CULTURE POLICY & SAFETY | Exercising sound reasoning and analytical thinking. Using knowledge and information from job to solve workplace problems. | |  |  |
| SPECIFIC WORKPLACE & CAREER SKILL | Demonstrating understanding of workplace culture and policy. Complying with health and safety rules. Exhibiting integrity and honesty. | |  |  |

Use the following numbers/criteria to score the above areas:

(1) Performance Improvement Plan Needed

(2) Needs Development

(3) Proficient or;

(4) Exemplary

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | Date Reviewed | Employer Signature | Trainee Signature | CCMEP Initials |
| Starting |  |  |  |  |
| Mid-Point |  |  |  |  |
| Ending |  |  |  |  |

Worksite Review to be completed by CCMEP staff. Date:\_\_\_\_\_\_\_\_\_\_\_\_\_ Initials:\_\_\_\_\_\_\_\_\_\_\_

Safe work environment: Yes No

Child labor laws posted: Yes No

WIOA Complaint: Yes No