

**NON-FINANCIAL AGREEMENT
Workforce Investment Act (WIA)
SUMMER EMPLOYMENT OPPORTUNITY PROGRAM
2012**

This Agreement is entered into by and between Ocean County PIC and Brick Township Board of Education herein after referred to as the Service Provider.

The purpose of the Summer Employment Opportunity Program is to provide youth with meaningful work experiences, the opportunity to learn about career possibilities and gain skills necessary to succeed in the workplace. It is intended that Ocean County PIC and the Service Provider will work together to enhance the employability skills of the youth program participants.

As the Service Provider, you are responsible for providing the youth with meaningful work assignments. Each work experience must be geared toward providing youth with proper work ethic, helping prepare the youth in making the transition from school to work, and developing the confidence and motivation necessary to eventually gain employment and/or pursue other career-oriented opportunities.

Therefore the parties hereto agree that the Service Provider shall provide work experience for WIA Summer Employment Opportunity Program participant(s) in the jobs indicated in the Agency Proposal for the period between July 1, 2012 and August 31, 2012.

All participants must work only in the duties which are consistent with their assigned job titles and responsibilities which are identified in the Agency Proposal.

Prior to entering the WIA Summer Employment Opportunity Program each participant will make application to the Ocean County PIC and be determined to be eligible before referral to worksite. All participants must be Ocean County residents, between 14 and 21 years of age, and meet certain income guidelines as established by the Federal Department of Labor.

Ocean County PIC agrees that no youth under 18 years of age will be referred to the Service Provider unless a Promise of Employment has been completed by an Ocean County PIC official and the appropriate high school has issued Working Papers. Ocean County PIC is the employer of record for all WIA Summer Employment Opportunity Program participants.

Ocean County PIC agrees to pay all participants in accordance with applicable Federal and State of New Jersey minimum wage law or the Fair Labor Standards Act of 1938.

Ocean County PIC agrees to maintain for WIA Summer Employment Opportunity Program participants, Employer Liability Insurance, and appropriate Worker's Compensation coverage including medical, accident and income maintenance insurance.

Ocean County PIC agrees to provide each participant, prior to entering employment, with (1) information concerning his/her rights and benefits connected with the job and (2) a written description of the applicable complaint and hearing procedures, including instructions on how to file a grievance.

Ocean County PIC agrees to provide all worksite supervisors listed in this Agreement with an orientation to the work experience program and a Supervisor's Manual prior to the start of the program.

The Service Provider agrees to provide the youth participant with an orientation to the workplace on or before their first day of work. The orientation will include, but is not necessarily limited to, the expected job duties and assignments; workplace safety rules/requirements; policies regarding attendance/lateness; disciplinary action policies; wage rates and paycheck distribution dates; procedures for reporting off from work; and other related personnel policies in the organization.

The Service Provider agrees to cooperate with and maintain an open line of communication with Ocean County PIC as it pertains to the status of each youth participant at his/her worksite.

The Service Provider agrees that each participant will be engaged in employment and training activities for a maximum of 7 hours per day, 35 hours per week, between the hours of 7:30am & 5:00PM, providing alternate working activities for participants assigned outdoor work sites in the event of inclement weather. As applicable, appropriate tools and equipment will be available and distributed to participants. There is no provision for paid sick leave, accrued vacation time or overtime. Wage supplementation from non-Ocean County PIC sources is not permitted.

The Service Provider agrees to provide adequate full-time supervision for all participants, including breaks, not to exceed a ratio of 1:5 with substitution supervision ready for times when the regular supervisor is not available.

The Service Provider agrees to follow WIA Summer Employment Opportunity Program rules and procedures regarding participants' documents and their completion and submissions.

The Service Provider agrees to abide by the daily work schedule approved for each youth participant by Ocean County PIC. The Service Provider further agrees to maintain and submit time and attendance records for each youth participant as specified by Ocean County PIC and to submit bi-weekly properly completed time sheets for all participants. The Service Provider guarantees documentation of actual hours worked by youth participants.

The Service Provider agrees to submit to Ocean County PIC progress reports regarding each participant's job performance. The format for these evaluations shall be provided by Ocean County PIC. In the event of unsatisfactory performance by a participant or unsuitability for the specified job, the Ocean County PIC counselor is to be contacted immediately. The Service Provider and Ocean County PIC will then confer and reach a joint decision before termination or other adverse action is taken.

In the event of a medical emergency, the Service Provider agrees to notify the parent/guardian and Ocean County PIC immediately (i.e. within 15 minutes of occurrence) so appropriate action can be taken.

The Service Provider agrees that no WIA Summer Employment Opportunity Program participant may engage in partisan or political activities during hours for which the participant is paid with Ocean County PIC funds.

The Service Provider agrees to afford Ocean County PIC and/or any State authorized representative reasonable access to the participants during working hours for the purpose of monitoring and evaluating the progress of the youth.

The Service Provider agrees that a designated representative of Ocean County PIC or the NJ Department of Labor & Workforce Development shall have the right to monitor and review all program activities and services provided by this Agreement to ensure compliance with the terms of the WIA Summer Employment Opportunity Program, its implementing regulations and terms of this Agreement. Such monitoring, to be conducted through on-site visits and records review, shall include, without limitation, review of youth attendance and records; evaluation of work activities; examination of worksite conditions; and interviews of youth to determine job or program-related problems. If deficiencies are found, notice will be provided and corrective action must be implemented immediately.

The Service Provider agrees to provide all applicable safeguards according to the provisions of the Child Labor Laws in the interests of participant safety and health while at the worksite. The New Jersey Child Labor Law Abstract shall be posted in a conspicuous place.

The Service Provider agrees that any participant funded under this agreement shall not be discriminated against because of race, creed, color, national origin, sex, age, political affiliation, religious belief or disability/handicap.

The Service Provider agrees to provide all applicable safeguards required by the Federal OSHA Act of 1982. No participant will be required or permitted to work in buildings or surroundings or under working conditions which are dangerous to the participant's health or safety. The Service

Provider shall provide information about hazardous substances in the workplace in compliance with the Worker and Community Right to Know Act of 1984.

The Service Provider agrees that a WIA Summer Employment Opportunity Program participant will not displace (including a partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits) any currently employed employee.

The Service Provider agrees that a WIA Summer Employment Opportunity Program participant will not be employed in a job if any other individual is on lay-off from the same or any substantially equivalent job.

The Service Provider agrees that a WIA Summer Employment Opportunity Program participant shall not be employed in a job if the Service Provider has terminated the employment of any regularly employee or reduced the workforce of the Service Provider with the intention of filling the vacancy so created with the participant.

The Service Provider agrees that the employment of a WIA Summer Employment Opportunity Program participant shall not infringe in any way upon the promotional opportunities of the currently employed individuals.

The Service Provider agrees that the WIA Summer Employment Opportunity Program will not impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed, including services normally provided by temporary, part-time or seasonal workers. Written concurrence of the labor organization and the Service Provider is needed for any youth employment activities that are inconsistent with the terms of the collective bargaining agreement.

The Service Provider classified as a sectarian institution agrees that any participant funded under the Non-financial Agreement shall not be employed in the construction, operation, or maintenance of any part of any facility used or to be used for religious instruction or as a place of religious worship.

The Service Provider agrees that no participant may be placed in a worksite if a member of that youth's immediate family is supervised by or directly supervises that individual.

The Service Provider agrees that no participant funded with resources derived from the American Recovery and Reinvestment Act will work in a casino or other gambling establishment, aquarium, zoo, golf course or swimming pool.

The Service Provider agrees to provide a planned structured learning experience, complete a training plan and a work readiness evaluation.

The final number of participants allotted to the Service Provider is subject to the availability of funds as appropriated during the fiscal year for WIA Summer Employment Opportunity Program.

The Service Provider agrees, by execution of this agreement, to hold harmless and indemnify the Ocean County PIC, its board members, officers, agents and employees from any claims, suits, causes of action, damages or liability of any nature, kind or character whatsoever, including but not limited to court costs, filing fees, costs of litigation, expert witness fees and/or attorneys' fees, arising directly or indirectly, in whole or in part, from the negligent performance or omission of any employee, agent, officer, associate, contractor, subcontractor or representative of the Service Provider.

The Ocean County PIC agrees, by execution of this Agreement to hold harmless and indemnify the Service Provider, its officers, agents and employees from any claims, suits, causes of action, damages or liability of any nature, kind or character whatsoever, including by not limited to court costs, filing fees, costs of litigation, expert witness fees and/or attorneys' fees, arising directly or indirectly, in whole or in part, from the negligent performance or omission of any employee, agent or officer of Ocean County PIC.

This Agreement may be updated by Ocean County PIC as necessary to reflect current conditions and/or fill regulatory requirements. Such updates or amendments shall be in the form of Attachments to this Agreement and signed by authorized representatives of both parties.

In consideration of the specifications and provisions of this Agreement, and the presentations by the Service Provider contained in the Agency Proposal for WIA Summer Employment Opportunity Program for 2012, the parties mutually concur and have affected this concurrence by affixing their duly authorized signatures.

APPROVED FOR OCEAN COUNTY PIC

APPROVED FOR SERVICE PROVIDER

signature

signature

NAME: MICHELE HUTCHISON

NAME: _____

TITLE: Executive Director

TITLE: _____

DATE: _____

DATE: _____