



## YOUTH DEVELOPMENT SERVICES WORK SITE AGREEMENT

**THIS WORK SITE AGREEMENT is between** Contra Costa County Public Works Department  
located at 255 Glacier Drive, Martinez CA 94553-4825  
hereinafter called the "Work Site", and the Contra Costa County Office of Education, Youth  
Development Services ("YDS"), located at 77 Santa Barbara Road, Pleasant Hill, CA 94523,  
hereinafter called the "Sponsor".

### A. WORK SITE OBLIGATIONS

1. **HOLD HARMLESS/ INDEMNIFICATION.** County Office of Education agrees to indemnify and hold harmless the WORKSITE, its officers, agents and employees from every liability, loss, damage, or expense which may be incurred by reason of: Liability for damages for (1) death or bodily injury to persons, (2) injury to, loss or theft of property, or (3) any other loss, damage or expense arising under (1) or (2) above, sustained by students participating in the program covered by this Agreement, or by persons employed by County Office of Education in connection with training to be provided under this Agreement, except for liability resulting from gross negligence or willful misconduct of the WORKSITE, its officers, employees, agents or independent contractors who are directly employed by the WORKSITE.
2. The Work Site will provide a copy of this Agreement to all individuals who are directly responsible for supervision of YDS participants, and will provide the Sponsor with the names, addresses, and telephone numbers of the supervisors.
3. The Work Site will provide supplemental training and assistance required to insure that participants acquire the skills, knowledge, and ability to function satisfactorily as an employee in the Work Site's operation.
4. The Work Site shall document participant attendance, will evaluate participant progress in accordance with procedures prescribed by Sponsor, and will maintain verification of time worked.
5. The Work Site assures that it will make available sufficient equipment and/or materials to carry out the work assignments.
6. The Work Site assures that it will provide all participants with orientation to all applicable policies regarding safety, rules of conduct and procedures expected of all employees; and that no differentiation in the application of policies based upon age, sex, or race shall be instituted unless dictated by law, i.e., Fair Labor Standards Act, Child Labor Provisions, Workforce Investment Act, and/or California Education Codes governing work experience.
7. The Work Site will report participant injuries to the YDS office, on the forms provided, (even first-aid type injuries) within 24 hours.

8. The Work Site assures that:
  - A. No participant will replace or partially displace any current regular employee;
  - B. Work Site's provision of training for YDS Participants will not impair any existing contract for services or collective bargaining agreement;
  - C. If Work Site's provision of training for YDS Participants would be inconsistent with a collective bargaining agreement, prior to commencing training, Work Site will provide Sponsor with a copy of the involved labor organization's written concurrence that Work Site may provide such training;
  - D. No participant will be employed in a job if:
    1. A regular employee is on layoff from the same or substantially equivalent job;
    2. Such employment would infringe on promotional opportunities for current regular employees.
9. The Work Site shall be responsible for paying YDS Participants for any hours worked over those agreed upon between Work Site and Sponsor.

**B. SPONSOR OBLIGATIONS**

1. Throughout the enrollment in training, YDS participants shall receive guidance services from the Sponsor and the Work Site in order to prevent or diminish difficulties.
2. The Sponsor shall provide all YDS participants with orientation to the YDS program, including goals and objectives, appropriate Work Site behavior, program rules and regulations, and payroll procedures and policies.
3. The Sponsor shall refer YDS participants to the Work Site.
4. The Sponsor shall maintain valid work permits on file for all participants under the age of 18.
5. At the time of assignment of a participant to the Work Site, the Sponsor shall advise the Work Site of the approximate total number of hours agreed to with the Participant for training (the "training period"). The Sponsor shall monitor the work hours for each Participant, and shall notify the Work Site and the Participant in a timely fashion of the date upon which the number of hours may be expected to be completed.
6. The Sponsor will pay the YDS participant compensation in lieu of wages equal to the starting wage of regular employees in the same or substantially the same position. Additionally, Sponsor will carry Worker's Compensation for each Participant throughout the duration of the respective participant's training period.
7. The Sponsor shall institute a Work Site monitoring plan, and the Work Site shall be informed and advised of the monitoring plan prior to the implementation.

C. **TERMINATION**

Termination of the Work Site Agreement may be made by either party upon 30-days written notice prior to the date of termination. However, if the Sponsor discovers that the Work Site is incapable of, or has failed to provide experiences in accordance with agreements and requirements or has otherwise breached this agreement, Sponsor may terminate this Work Site Agreement immediately.

If the YDS Participant continues to fail to complete Worksite responsibilities after warning, Work Site can contact YDSS Liaison to ensure that YDS Participant will not return to Worksite.

D. **STATEMENT OF WORK SITE**

1. **Identifying Information**

Name and title of person completing form:

Denise Clarke, Youth Development Services Supervisor

Name and title of Youth Development Services Supervisor, if different from above:

Same as above

Legal title of Work Site: Contra Costa County Public Works Department

Address: 255 Glacier Drive, Martinez CA 94553-4823

Phone Number : (510) 778-1748

Work Site is \_\_\_\_\_ Private for Profit X Public \_\_\_\_\_ Private Non-Profit

Normal functions of the Work Site: Construction and maintenance

Address of Worksite: 255 Glacier Drive, Martinez CA 94553-4823

Participant's Job Title: Youth Interns D.O.T. Code: \_\_\_\_\_

Participant's Work Schedule (days/hours): \_\_\_\_\_ TBD

(20 hr/wk maximum during school year/ hours may vary during the summer)

Compensation: \$10.00 /hr. or student incentive

Total hours of training: Maximum 150 hours

## **WORK SITE AGREEMENT TASKS**

Within this Work Site Agreement, the following tasks will be learned by the participant.

- a. Orientation to business policies and procedures.
- b. Introduction to job duties and requirements.
- c.

## JOB SPECIFIC SKILLS AND EVALUATION

The tasks indicated below will be learned by the participant during the training period. Please specify below the tasks monitored and the date of the monitoring.

WEEK OF TRAINING	MONITORING # 1	MONITORING # 2
a. Orientation to business policies and procedures.	Date: # 1 _____	Date: # 2 _____
b. Introduction to internship duties and requirements.	Satisfactory <input type="checkbox"/>	Satisfactory <input type="checkbox"/>
	Needs Improvement <input type="checkbox"/>	Needs Improvement <input type="checkbox"/>
	Satisfactory <input type="checkbox"/>	Satisfactory <input type="checkbox"/>
	Needs Improvement <input type="checkbox"/>	Needs Improvement <input type="checkbox"/>
	Satisfactory <input type="checkbox"/>	Satisfactory <input type="checkbox"/>
	Needs Improvement <input type="checkbox"/>	Needs Improvement <input type="checkbox"/>
	Satisfactory <input type="checkbox"/>	Satisfactory <input type="checkbox"/>
	Needs Improvement <input type="checkbox"/>	Needs Improvement <input type="checkbox"/>
	Satisfactory <input type="checkbox"/>	Satisfactory <input type="checkbox"/>
	Needs Improvement <input type="checkbox"/>	Needs Improvement <input type="checkbox"/>
	Satisfactory <input type="checkbox"/>	Satisfactory <input type="checkbox"/>
	Needs Improvement <input type="checkbox"/>	Needs Improvement <input type="checkbox"/>
	<b>MONITORING # 1</b>	<b>MONITORING # 2</b>
	Staff Initial _____	Staff Initial _____
	Work Site Initial _____	Work Site Initial _____

This Agreement is effective as of After both parties have signed and will remain in effect until September 30, 2017 unless terminated by either party as provided under Section C on Page 3 of this Agreement.

**The students will not begin this assignment until all parties have signed the contract.**

**SIGNATURES:** These signatures attest the parties' agreement hereto:

BY: \_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
Bill Clark Associate Superintendent  
(Name typed or printed) (Title)

\_\_\_\_\_  
Contra Costa County Office of Education  
(Organization)

**WORKSITE:**

By: \_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Name typed or printed) (Title)

\_\_\_\_\_  
Contra Costa County Public Works Department  
(Organization)

**LABOR ORGANIZATION:**

- ❖ The signature below is required only when the labor organization represents regular employees in the same or substantially similar positions as that for which training is to be provided.

Representing the labor organization identified below, I concur with the Youth Development Services experience to be provided under this Work Site Agreement.

By: \_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Name typed or printed) (Title)

\_\_\_\_\_  
(Organization)