

State of Hawaii
Department of Labor and Industrial Relations
Workforce Development Division
Work Experience Training Agreement

This AGREEMENT signed on the date indicated below, is effective as of _____, 20_____, by and between the Department of Labor and Industrial Relations, State of Hawaii, hereinafter the “Department,” by its Director, whose address is 830 Punchbowl Street, #321, Honolulu, HI 96813, and _____, hereinafter the “Sponsor,” whose business address is _____, to provide participants with the opportunity to acquire work experience, such as job skills, developing and refining work habits, and preparing for economic independence.

The purpose of this Agreement is to implement the Summer Youth Program funded by Temporary Assistance to Needy Families Stimulus Funds.

The participant(s) will be assigned to the Sponsor for the work experience as described in the Worksite Request Form, Exhibit A. This assignment is based upon the following terms and conditions:

A. The Sponsor shall:

- 1. Provide the following participant(s) with on-site work experience during the period _____ to _____.

<u>Name of Participant(s)</u>	<u>Identification No.</u>	<u>Occupation</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- 2. Provide daily supervision, training, and guidance necessary to enable the participant(s) to develop work habits and interpersonal and/or job specific skills which are essential for employment in accordance with the Worksite Request Form, Exhibit A.
- 3. Provide the participant(s) with a “mentor” to give on-the-job guidance and answer routine questions about the workplace.
- 4. Provide the participant(s) the same working conditions and treatment as all other staff in similar occupations.

5. Ensure that participant(s) do not displace currently employed workers, reduce the hours of those employed below their normal schedule, infringe on the promotion opportunities of regular employees, and/or replace the work of employees who have experienced layoffs. In addition, the work experience arrangements should not impair existing contracts for services or collective bargaining agreements.
6. Ensure that the work site, supervisor, and participant(s) will be available for monitoring by the Department's staff during regularly scheduled work hours.
7. Ensure that the Sponsor shall comply with all occupational safety and health standards established under State and Federal law at the worksite(s).
8. Ensure that the maximum workweek shall not exceed forty (40) hours.
9. Maintain time sheets and attendance records of the participant(s), and prepare evaluation reports and other reports as prescribed by the Department.
10. Consult with and obtain the assistance of the Department staff whenever it has been determined that the participant(s) requires support services to carry out his/her work assignments effectively.
11. Notify the Department, on a timely basis, of the participant(s) who: 1) is injured on the worksite; 2) is absent without good cause; 3) is disruptive to operations; 4) refuses to participate in work or work-related activities; or 5) is not making satisfactory progress in the program or on the job.

B. The Department shall:

1. Be responsible for wage payments and fringe benefits to the participant(s).
2. Conduct close follow-up to assess the participant's(s') performance and progress in his/her work assignments and to ensure that the plan objectives are being met.
3. Consult with and obtain the assistance of the site supervisor for resolution of any problems affecting the participant's(s') performance.
4. Provide the participant(s) with supportive services as applicable for the participant(s) to successfully complete training.

C. Other terms and conditions:

1. It shall be understood that the participant(s) is exempt from the civil service, pursuant to HRS, §76-16.
2. Compliance with Laws. The Sponsor shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as may be amended from time to time, that in any way affect the Sponsor's performance of this Agreement.

3. Persons with Disabilities. The Sponsor shall implement and maintain all practices, policies, and procedures required by federal, state, or county law, including but not limited to, the Americans with Disabilities Act (42 U.S.C. §12101, et seq.) and the Rehabilitation Act (29 U.S.C. §701 et seq.).
4. Nondiscrimination. No person performing work under this contract, including any subcontractor, employee, or agent of the Sponsor, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.
5. Insurance Requirements. The Sponsor shall obtain from a company authorized by law to issue such insurance in the State of Hawaii, commercial general liability insurance in an amount of at least \$1,000,000 coverage for bodily injury and property damage resulting from the Sponsor's performance under this Agreement. The Sponsor shall maintain this insurance throughout the period of this Agreement (*Not Applicable for State and County Agencies*).
6. Termination. This Agreement may be terminated immediately at the request of any party or upon the failure of any party to meet the terms specified herein.
7. Confidentiality. All material given to or made available to the Sponsor by virtue of this Agreement that is identified as proprietary or confidential information shall be safeguarded by the Sponsor and shall not be disclosed to any individual or organization without the prior written approval of the Department.
8. Indemnification. The Sponsor shall defend, indemnify, and hold harmless the State of Hawaii and their officers, employees, and agents from and against any and all liability, loss, damage, cost, expense, including all attorneys' fees, claims, suits, and demands arising out of or in connection with the acts or omissions of the Sponsor or the Sponsor's employees, officers, agents, or subcontractors under this Agreement. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Agreement. In the case the Department shall, without any fault on its part, be made a party to any litigation commenced by or against the Sponsor in connection with this Agreement, the Sponsor shall pay any cost and expense incurred by or imposed on the Department, including attorneys' fees. (*Not Applicable for State and County Agencies*).
9. Governing Law. This Agreement in all things shall be governed by the laws of the State of Hawaii.

10. The Department of Human Services may claim the value of the Sponsor's supervision and training, equal to 25% of the employee's wage costs, to meet its expenditure requirements as a condition of receiving TANF ARRA funding.

IN VIEW OF THE ABOVE, the parties execute this Agreement by their signatures, on the dates below, to be effective as of the date first above written.

DEPARTMENT

SPONSOR

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____