

COOPERATIVE WORK SITE AGREEMENT (Work Experience Program)

This agreement entered into this _____ day of _____, 20____, by and between hereinafter referred to as the party of the First Part, and _____ hereinafter referred to as Party of the Second Part is made pursuant to K.S.A. 39-708c(g).

WHEREAS, the Party of the Second Part is desirous of entering into this (contractual relationship) to established work site(s) to give work experience to able-bodied persons receiving public assistance from the State Department for Children and Families.

NOW THEREFORE, the parties agree to the terms and conditions as hereinafter set forth, to wit:

Party of the First Part agrees:

1. To select participants for assignments or interviews at work sites.
2. To notify participants and work sites of the date assignments are to begin, the number of hours to be worked, changes in the assignments and the dates of termination of assignments.
3. To assist work sites in scheduling and rescheduling work hours for individuals.
4. To assure that support services such as child care and transportation are in place prior to assignments being made.
5. To establish a process for handling grievances and applying sanctions.
6. To provide comparable coverage for services related to a work site injury if the Party of the Second Part does not provide worker's compensation or comparable coverage to the protection provided by the worker's compensation laws of Kansas, pursuant to K.S.A. 39-708c(g).
7. To monitor work site activities periodically including meetings with on-site supervisors.
8. To clarify program policies when necessary.

Party of the Second Part agrees:

1. To provide jobs which will enable participants to learn vocational skills and gain work experiences.
2. To not displace regular employees or fill vacant permanent positions with participants.
3. To furnish tools and supplies as necessary to enable participants to perform assigned tasks and activities.
4. To accept only that number of participants who can be utilized productively.
5. To provide supervision of participants in accordance with the companies established personnel policies and procedures for items such as workplace orientation, absenteeism, disciplinary measures, and termination.
6. To prepare time sheets and comments about the work performances of participants and return these to DCF as specified on the report form.
7. To assure that participants do not participate more than the number of assigned hours as specified by DCF.
8. To assist participants assigned to the work site to obtain unsubsidized employment within the work site or with other public or private businesses in the community.

9. To not violate existing labor agreements between employees and employers because of participation (strikes, lockouts, etc.).
10. To notify the DCF staff immediately of the reasons not to accept a referral when such person is believed to be unsuitable for assignment.
11. To provide a written statement or testify if a participant appeals an DCF case decision resulting from work assignment.
12. To maintain reasonable work conditions which are not in violation of Federal, State or local health and safety standards.
13. To not involve participants in political, electoral, sectarian, or partisan activities.
14. To not discriminate against any person assigned because of race, religion, color, sex, age, disability, sexual orientation, national origin and ancestry.
15. To provide protection to the participants thru Workers' Compensation coverage if the sites workers' compensation insurance policy allows for coverage of participants.
16. In the event that a participant is injured on the work site, to follow the written work site injury procedures established by DCF and to immediately notify DCF of the injury.

HOWEVER, nothing in this agreement shall be construed:

1. To require participants to perform base, mean, or degrading tasks.
2. To require any performance of work which the participants are not physically capable of performing.
3. To require any person to participate under conditions which will impose unreasonable hardships on the participants.

BOTH parties mutually agree that:

1. This information provided in the Addendum (EP-4104.1) and the Second Party's personnel policies and procedures, which are attached hereto and executed by the parties to this agreement, are hereby incorporated in this agreement and made a part hereof.
2. This agreement constitutes the whole agreement between the parties, and it is mutually understood and agreed that no alternative or variation to the terms of this agreement shall be valid unless amendments hereto are made in writing and agreed to by both parties.

THIS AGREEMENT shall be signed by the Second Party, and the DCF designated representative. This agreement may be terminated by either hereto upon thirty (30) days notice in writing to the other party.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the date first above written.

First Party Signature & Date

Second Party Signature & Date

Title

Title

Department for Children and Families

Area Agency

Distribution: Local DCF Office, Work Site
This form supersedes ES-4104 (Rev. 10-99)