

MEMORANDUM OF UNDERSTANDING  
Youth Enrichment Services  
**SUMMER YOUTH EMPLOYMENT PROGRAM**  
HAYWARD UNIFIED SCHOOL DISTRICT/HAYWARD ADULT SCHOOL  
AND WORK PLACEMENT SITE

**Hayward Unified School District/Hayward Adult School (HUSD/HAS)**, hereinafter collectively referred to as the CONTRACTOR and Chabot College, hereinafter referred to as "**CHABOT**" or the WORK PLACEMENT SITE have entered into this Agreement to carry out the terms of the following proposal.

WHEREAS the purpose of this Agreement is to establish a cooperative relationship between the Contractor and CHABOT, and define roles and responsibilities for the operation of the Summer Youth Employment Program (SYEP) at the Work Placement Site.

WHEREAS the Hayward Adult School through the SYEP is desirous of placing paid interns in public and private sector positions in an effort to enrich their work experience and benefit the interns' local communities.

WHEREAS CHABOT is desirous of assisting the Contractor in this endeavor as the Work Placement Site under restrictions applicable to their operations and is in full compliance with all applicable laws and regulations.

NOW THEREFORE, the parties do hereby agree as follows:

**CONTRACTOR RESPONSIBILITIES:**

- Identify eligible youth enrolled in the SYEP who have career interests at the Work Placement Site. This internship would provide the intern with training-related employment activities, and opportunities for job placement and retention by providing placements at Placement Site for a paid internship not to exceed 200 hours.
- Serve as "Employer" for each intern assuming all liability and responsibility applicable under federal, state and local laws. Process payroll for each intern according to Contractor payroll procedures at the prevailing federal minimum wage rate, not to exceed a total of 200 hours. Contractor shall be responsible for the withholding, payment and reporting of any applicable state, federal or local payroll taxes.
- Be responsible for screening eligible youth through the HUSD Human Resource application process. Refer cleared-to-work youth and coordinate with designated Work Placement Site staff to provide internship duties.
- The Youth Coordinator will be responsible for providing training to each worksite supervisor involved with SYEP, and providing the supervisor with a detailed "Supervisors Manual" that

contains general information on the SYEP, a detailed description of the role of the supervisor, and his/her interaction with the Youth Coordinator.

- The Youth Coordinator shall meet with Work Placement Supervisor to plan an internship, paid by Contractor, and establish regular meetings to review intern's progress and program goals.
- Provide information and resources as available for planned support services for SYEP youth.
- Assume all liability in the event that an intern's actions should cause harm or loss at the Work Placement Site. Provide sufficient training to intern in preparation for placement and prior to directing intern to the Work Placement Site.
- Case Manager will provide ongoing evaluation and assessment of the intern's performance, and intervene if problems arise with intern's performance.

#### **PLACEMENT SITE RESPONSIBILITIES:**

- Meet with the Youth Coordinator and confirm areas of service that the intern will fill and that will address the Work Placement Site's needs.
- Work with the intern(s) to develop skills related to job development for future employment attainment.
- Maintain a safe working environment that meets all applicable federal, state and local safety regulations.
- Inform the intern(s) of rules, regulations, and duties expected.
- Supervise the intern(s) and assist in improving employment performance.
- Plan an appropriate variety of training tasks in accordance with intern's career plan.
- Maintain a daily record of intern's attendance.
- Report attendance and progress to Youth Coordinators.
- Allow Youth Coordinators access to Placement Site, as required to monitor intern's progress and collect attendance records for payroll purposes.
- Inform the Youth Coordinator when planning to terminate intern.
- Complete an Intermediate and Final Evaluation of intern.
- Paid on-the-job experiences shall not:

- replace or displace an employee of Placement Site
- cause an employee's hours to be reduced
- preclude the hiring of additional employees for Placement Site

Either party without cause may terminate this Agreement immediately if either party does not meet the terms of this Agreement. The intern shall remain at the Work Placement Site on a voluntary basis. The Contractor shall provide and maintain throughout the life of this Agreement, liability coverage in a minimum consistent with HUSD/HAS requirements. All information, records, and data collected and maintained for the operation of this Agreement shall be protected from unauthorized disclosure in accordance with the provisions of the California Administrative Code.

In WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth below.

*Signature of authorized personnel:*

CONTRACTOR

\_\_\_\_\_  
Signature

Date \_\_\_\_\_

Aaron Ortiz, Business Services Representative  
Hayward Unified School District/Hayward Adult School

REPRESENTATIVE FOR PLACEMENT SITE

\_\_\_\_\_  
Name of Organization

Date \_\_\_\_\_

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

Contact Phone Number: \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature

**SUMMER YOUTH EMPLOYMENT PROGRAM**  
**WORKSITE NON-FINANCIAL AGREEMENT**

1. The Worksite Agreement ("Agreement") is between \_\_\_\_\_, a Worksite, and \_\_\_\_\_ a contractor with the Alameda County Workforce Investment Board (WIB), to provide work experience under the American Recovery and Reinvestment Act (ARRA) – Summer Youth Employment Program (SYEP).

2. The dates of this Agreement are from \_\_\_\_\_ to \_\_\_\_\_.

3. The number of supervisors: \_\_\_\_\_ (Ratio not to exceed one supervisor to five participants).

4. The Worksite agrees:

- a. to provide supervision as stated in # 3 above;
- b. to provide a safe and sanitary work place;
- c. to keep documentation for time and attendance;
- d. to adhere to the rules and regulations of the SYEP and the activities set forth in the Supervisor's Handbook ("Handbook"). The Handbook is incorporated herein by reference; and
- e. to allow the Contractor, and the WIB Department to monitor the Worksite for compliance with this agreement.

5. Additional provisions:

- a. The Worksite, Contractor, or the WIB may terminate this Agreement upon providing 15 days written notice, which is effective upon receipt. The Contractor or the WIB have the right to terminate this Agreement for non-compliance by the Worksite.
- b. the signing of this Agreement does not relieve the Contractor of any of its responsibilities to the WIB.

6. The authorized representative of the Worksite attests that the information about the Worksite on page two is correct.

7. \_\_\_\_\_ **Check if no Union Concurrence is necessary.**

**(EACH SUPERVISOR MUST RECEIVE A HANDBOOK AND ORIENTATION ABOUT THE SYEP. PLEASE REQUEST THE INFORMATION NOW FROM THE CONTRACTOR IF YOU HAVE NOT RECEIVED IT.)**

\_\_\_\_\_  
Authorized Representative of the Worksite

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative of the Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative of the WIB Department

\_\_\_\_\_  
Date