

Bullitt County Public Schools

1040 Highway 44 East Shepherdsville, Kentucky 40165

502-869-8000 Fax 502-543-3608 www.bullittschools.org

MEMO

- To: Jesse Bacon, Superintendent Becky Sexton, Assistant Superintendent for Support Services
- From: Jennifer Wooley, Director of Human Resources /
- Date: February 5, 2019
- RE: Item for February Board Agenda Kentucky Youth Career Center Internship Academy Worksite Agreement

Please see the attached information regarding the request for Bullitt County Public Schools to participate in Kentuckiana Works' Kentucky Youth Career Center Internship Academy Worksite Agreement. Student interns may be placed in any of our schools in an effort to establish an employment history and to gain work experience which will leave them better positioned to obtain an unsubsidized job when the experience ends. There is no cost to the schools or to the district.

Mr. Eric Farris has reviewed and approved the agreement.

If you need additional information, please let me know. If you are in agreement, I will notify Ms. Tina Long with Kentuckiana Works and will work with her to place interns as they become available.

Attachments:

Kentucky Youth Career Center Internship Academy Worksite Agreement

Equal Education and Employment Institution

Kentucky Youth Career Center Internship Academy Worksite Agreement

This Agreement is made and entered into this _____day of _____, 2019 between **The Greater Louisville Workforce Development Board, Inc., d/b/a KentuckianaWorks** through its Youth Career Center (hereinafter "Contractor" or "KentuckianaWorks") and the **Board of Education of Bullitt County, Kentucky**, (hereinafter "Worksite Provider").

Purpose of Agreement

This Agreement is entered into for the purpose of providing a meaningful work experience. Each participant's assignment will last for 8 weeks. The objective of the Next Steps Internship Academy program is that participants will exit the program having established an employment history and gained work experience, leaving them better positioned to obtain an unsubsidized job when the experience ends.

Worksite Provider Responsibilities

Worksite Provider of the Next Steps Internship Academy program agrees to:

- Provide a job title and description for each participant placed. Assure each participant performs only those tasks described in the job description.
- Provide on-site supervision consistent with what is normally provided for each job.
- Assure that there is sufficient work available to occupy each participant placed.
- Provide sufficient equipment and/or materials to do the job in a sanitary and safe environment.
- Assure that no currently employed worker shall be displaced by a participant placed at the Worksite (if the position is subsidized by KentuckianaWorks). This includes partial displacement such as a reduction in hours of non-overtime work, wages, or employment benefits.
- Assure that no participant shall be placed in a position from which a worksite employee is currently in lay-off status.
- Limit a participant to the number of hours assigned by the Contractor, not to exceed 30 hours per calendar week. No payment will be made for hours worked in excess of 30 hours per calendar week.
- Allow reasonable access by KentuckianaWorks or the Contractor to the worksite during working hours for the purposes of monitoring.
- Report any personnel problems or injuries as they occur during the course of the placement to the Contractor contact ______ at ______.
- Comply with all Next Steps Internship Academy program guidelines, State and Federal Laws and existing Labor Laws.
- Comply with the Americans with Disabilities Act (ADA).
- To the extent permitted by Kentucky law, the Worksite Provider shall indemnify, hold harmless, and defend KentuckianaWorks from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Worksite Provider's negligence or willful misconduct, or breach of contract, provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom and (2) is not caused by the negligent act or omission or willful misconduct of

Kentucky Youth Career Center Internship Academy Worksite Agreement

KentuckianaWorks or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

- To the extent permitted by Kentucky law, KentuckianaWorks shall indemnify Worksite Provider, to the extent KentuckianaWorks is liable under Kentucky law for injuries, damages, losses or expenses, including attorneys' fees, arising out of or resulting, directly or indirectly, from KentuckianaWorks' negligence or willful misconduct, or breach of contract, provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom and (2) is not caused by the negligent act or omission or willful misconduct of the Worksite Provider. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.
- Each Party shall provide the other party with a certificate of liability insurance evidencing minimum coverage of One Million Dollars (\$1,000,000) per claim.

Job Title	Number of Jobs	Pay Rate	Hours Per Week	Number of Weeks	Wages Paid

*Participants will be paid on a weekly basis; KentuckianaWorks will be responsible for participant wages and the participants will be formally hired under Ahead Human Resources, Inc. 2209 Heather Lane, Louisville, KY 40218 and Ahead Human Resources, Inc. will hold workers compensation on all participants. Ahead Human Resources, Inc. will perform background checks and drug screens on all participants and that information can and will be shared upon formal request from Worksite Provider.

Worksite Provider Information

Local Government	State Government	Private For-Profit	Non-Profit	Public
Local Government	State Government	Filvale Ful-Fiulit	NON-FION	- ruu

Signatures

- I have read this Agreement and understand the provisions contained herein and verify the contents as correctly reflecting the Worksite Provider's commitment.
- I understand that this Agreement is not effective and binding until signed by all parties to the agreement.
- All parties understand that the Worksite Provider may cancel this Agreement at any time by
 notifying the Contractor and submitting a final time sheet for each participant. The Contractor
 shall have the right to cancel this Agreement at any time upon fifteen (15) days written notice
 served upon the Worksite Provider by registered or certified mail with return receipt requested.
 The Contractor may also cancel this Agreement immediately for cause upon written notice to the
 Worksite Provider by registered or certified mail with return receipt requested.

Worksite Provider Signature

Printed Name

Title

Page 2 of 3

Kentucky Youth Career Center Internship Academy Worksite Agreement

Signature	Date
Legal Business Name (as written on the I-9 form)	Phone
Street Address	Federal Employer ID Number (FEIN)
City, State, Zip	Email Address
<u>Contractor Signature</u> KentuckianaWorks	
Printed Name	Title
Signature	Date

Glient#: 9/12b3 b4AHEADHUM													
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THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.													
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IN CE EX	THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.												
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)													
Certificate holder is recognized as Additional Insured under General Liability coverage as respects													
ope	rati	ons of insured t	o whi	ich this i	nsui	anc	e applies. Coverage w	/ill not	extend to a	any addition	nal insured		
							nor that is any broader						
		contract or agre			-	-			-	,			

CERTIFICATE HOLDER	CANCELLATION						
Bullitt County Public Schools 1040 Highway 44 East Shepherdsville, KY 40165	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
	AUTHORIZED REPRESENTATIVE						
	26 8-1						

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