

Kenton County School District | *It's about ALL kids.*

**THE KENTON COUNTY BOARD OF
EDUCATION**

1055 EATON DRIVE, FORT WRIGHT, KENTUCKY
41017

TELEPHONE: (859) 344-8888 / FAX: (859) 344-1531

WEBSITE: www.kenton.kyschools.us

Dr. Henry Webb, Superintendent of Schools

KCSD ISSUE PAPER

DATE:

January 3, 2018

AGENDA ITEM (ACTION ITEM):

Consider/Approve Dixie Heights HS Memorandum of Understanding (MOU) with Youth Employment Solutions (YES) program.

APPLICABLE BOARD POLICY:

10.5AP.22 Request for Activity/ Program Accommodation

HISTORY/BACKGROUND:

Dixie Heights HS is seeking approval to work with the YES (Youth Employment Solutions) program. This program will connect local businesses to our teachers. Teachers then help identify the students who meet the qualifications and they administer their Work-Based Learning Plan. YES! also provides soft skills classes and can help facilitate interviews. Additional, YES! has the expertise to implement an apprenticeship program that meets the work-based learning criteria, child labor laws, and OSHA regulations. Dixie's business department would like to partner with the YES! program to provide these opportunities for our students.

FISCAL/BUDGETARY IMPACT:


N/A

RECOMMENDATION:

Approve

CONTACT PERSON:

Julie Lovell


Principal


District Administrator


Superintendent

*Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.
Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.*

Kenton County Board of Education

Board Members: Carl Wicklund, Chairperson Karen L. Collins, Vice Chairperson Joshua Crabtree, Esq. Carla Egan Jessica Jehn
"The Kenton County Board of Education provides *Equal Education & Employment Opportunities.*"

Name of School District Kenton County Schools ("School District")
Street Address 1055 Eaton Drive
City, State, Zip Ft. Wright, KY 41017

AGREEMENT made this 12th day of December, 2017 by and between Commonwealth of Kentucky, Department of Education, Office of Career and Technical Education ("Department of Education"), Adecco USA, Inc., ("Adecco") and School District

WHEREAS, the Department of Education runs the Cooperative Education Training Program ("Co-Op") under which it places students to work in the private sector, as more fully described in the attached Client Service Agreement, which is attached hereto and made part hereof, and

WHEREAS, Adecco entered into a contract for "Services" with Commonwealth of Kentucky, Department of Education, Office of Career and Technical Education ("Department of Education") as such Services are defined in the Client Services Agreement; and

WHEREAS, School District desires to participate in the Co-Op Program utilizing Adecco's Services as defined in the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

1. School District shall be considered "Client" in the Agreement and assumes all Client's obligations thereunder
2. The provisions of the Agreement not specifically addressed herein shall remain in full force and effect as they appear in the Agreement.

IN WITNESS WHEREOF, The parties have caused this Amendment to be executed as witnessed by the signatures of their duly authorized representatives.

Adecco USA, Inc.

"School District"

By: [Signature]

By: _____

Printed Name: Barrett Bridgewater

Printed Name: _____

Title: Program Manager

Title: _____

Date: 12/12/2017

Date: _____

Commonwealth of Kentucky, Department of
Education, Office of Career and Technical
Education

By: _____

Printed Name: _____

Title: _____

Date: _____



Youth Employment Solutions

Information Guide

YES! connects exceptional high school students ages 16+ to premier cooperatives and apprenticeships.

We are a partnership with the Kentucky Department of Education, Kentucky Labor Cabinet, an Adecco service, and local school systems. Together, we are promoting another career pathway for Kentucky's youth while allowing Kentucky businesses to say "YES!" to employing and training the workforce of their future.

Considering the inception of career pathways we recognize that education has listened to business needs. You are instilling a foundation of skill and developing student interest. If our mission is to expand the workforce and prepare our youth for career success then we believe work-based learning is a valuable component. We partner with you to create more work-based learning opportunities.

Bridging the Skills Gap		
Partners	Work-Based Learning Plan	Risk/Workers' Compensation
<ul style="list-style-type: none">• Adecco/YES!• Kentucky Department of Education<ul style="list-style-type: none">• 53 Area Technology Centers• 25 Kentucky School Districts• Kentucky Labor Cabinet• Business Partners <p>Third Party Partners</p> <ul style="list-style-type: none">• JAG Jobs for Americas Graduates• MakerMinded	<ul style="list-style-type: none">• Teacher-drafted document• Incorporates classroom learning with on-the-job training. This is a proven model• Helps businesses implement a clear and concise program• Correlates a student's career pathway to the job opportunity• Within the DOL child labor regulations, OSHA, wage and hour laws, etc.• Apprenticeships aligns seamlessly via TRACK	<ul style="list-style-type: none">• Traditional staffing agency relationship with YES!• We employ and pay the students• Workers Compensation Insurance• Leverage our risk management team• Leverage our legal team• Leverage our relationships:<ul style="list-style-type: none">• Department of Education• Labor Cabinet

Businesses tell me they cannot hire under the age of 18 because of Workers Compensation Insurance. Fortunately, this is exactly how YES! assists! We become the employer of record so that we take on the workers comp insurance, payroll administration, and more. This has been the primary barrier to hiring youth. Through a traditional staffing model we can take away that barrier to allow a cost-effective way for businesses to put together a proper recruitment and outreach program that partners with educators.

Through a signed MOU with your school system we connect businesses to your teachers. Teachers then help identify the students who meet the qualifications and they administer their Work-Based Learning Plan. YES! is also providing soft skills classes and we can help facilitate interviews. Additionally, we have the expertise to help businesses implement an apprenticeship program that meets the work-based learning criteria, child labor laws, OSHA regulations etc. And, with the assistance of JAG and MakerMinded we are delivering project-based learning to students and organizing event initiatives.

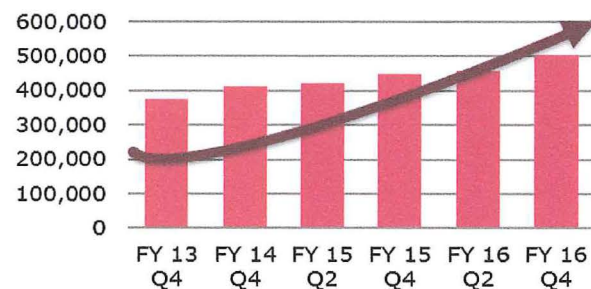


Just imagine! How can the YES! Program benefit you?

Benefits		
Benefits to Businesses	Benefits to Students	Benefits to Society
<ul style="list-style-type: none"> • Access to High Schools which is their originating source for talent • Extend a consistent talent pipeline • Identify skilled students <ul style="list-style-type: none"> • "Career Pathways" • Good foundation of knowledge and skill • Interest in a career in that skill • The "Attraction Magnet Theory" <ul style="list-style-type: none"> • Awareness of their brand, industry, and occupation • Causes more students to select the right career pathway • Expand the talent pool • Easier to assimilate and develop the right soft skills • Work Ethic is learned at work • Impact on leadership development plan • Deepen connection and ties to their local schools and to their community 	<ul style="list-style-type: none"> • A Journeyman is a more valuable credential • Students gain work-based learning training and employability • Advanced Soft Skills <ul style="list-style-type: none"> • Learn work ethic • Learn value of a dollar • Clearer expectations of the workplace • Reigniting student's inner drive and motivation • Kick start a career • Visible career trajectory • Earn positive work references • Zero college debt 	<ul style="list-style-type: none"> • Kentucky is closing the skills gap • Producing more high school graduates who are work-ready • Enhancing our workforce • "Grow them at home to keep them at home" • Attracting our best talent to stay in our communities • Producing college students who have a clearer vision for their career and their potential impact • Reducing underemployment and reducing student loan debt • Expanding the workforce with skills that employers need • Providing the talent needs to keep businesses in Kentucky

For many decades, businesses have been unable to offer apprenticeship and student employment because of child labor law fears and because of workers compensation insurance. In response to that, Adecco created YES! to help develop legal programs and to remove that risk barrier. We are providing a way for businesses to explore this proven employment model. Data and experiences from around the U.S. and the globe tell us work-based learning works. There is a resurgence in this model. In fact, we are on the edge of a renaissance! We invite you to join in. Let's help our communities get ahead of the curve!

Apprentices
National Growth Chart



Barrett Bridgewater
Program Manager
YES! Youth Employment Solutions

barrett.bridgewater@adeccona.com
859.771.9995

ADECCO

CLIENT SERVICE AGREEMENT

1) **Parties** "Client" means Commonwealth of Kentucky, Department of Education, Office of Career and Technical Education. "Adecco" means Adecco USA, Inc.

WHEREAS, Client runs Cooperative Education Training Program ("Co-Op"), a pre-apprenticeship program under which it recruits, screens, assign, orients, reassigns, counsels, disciplines, and discharges students who meet Client's criteria, and seeks to place them with companies in the private sector (each a "Company") with which Client has contracted, where such students will perform work under the operational supervision of Company; and

WHEREAS, Adecco provides an administrative service to its clients in which it will, on request, place individuals designated, screened and qualified by such client ("Students") onto Adecco's payroll (herein the "Services"); and

WHEREAS, Client desires that Adecco provide the Services by placing Students selected, screened, and qualified by Client and who will be assigned to perform work at Companies identified by Client;

NOW, THEREFORE, the parties hereto agree as follows

2) **Staffing Services** As Adecco's Services to Client, at Client's request, Adecco will assign certain of its employees ("Students"), with the skills Client requests, to do Company's work under Client's and/or Company's operational supervision. As employer of the Students, Adecco will perform the functions of a staffing firm, including, among others:

- a) Hiring, the Students
- b) Making legally-required employment law disclosures (wage-hour posters, etc.) to them
- c) Paying their wages as an hourly rate provided by Client and overtime based on Client's or Company's description of duties to be performed
- d) Exercising human resources (non-operational) supervision of them
- e) Withholding, remitting, and reporting on their payroll taxes and charges for programs that Adecco is legislatively required to provide (including workers' compensation)
- f) Maintaining personnel and payroll records for them
- g) Obtaining and administering I-9 documentation of Students' right to work in the United States

Adecco will require Students to acknowledge that they will have no right to participate in any Client or Company employee benefit plans. With reasonable notice and frequency, Client may review Adecco's records to confirm that Adecco fulfills Adecco's agreed duties as an employer. Client may use Students only in the capacities for which Client requests them. At Client's or Company's direction, Adecco will remove any Students from assignment.

3) Intentionally omitted.

4) **Confidentiality; Work For Hire** Adecco will obligate Students to keep in confidence any confidential information they might receive or observe on assignment for any Company. At Client's or Company's request, Adecco will require them to sign confidentiality or intellectual property agreements in Company's favor.

5) **Insurance** Adecco will cover Adecco's staffing operations with at least the following types and limits of insurance or other coverage:

- a) Workers' compensation benefits or coverage on the Students, in amounts no less than required by law

- 6) **Rates and Company Agreements** The parties agree that all payments to Adecco will be made by the Company selected by Client. Each of Adecco and Client will enter into their own agreements with each Company for the assignment of the Students and governing their relationship and rights and obligations to each other.

Adecco's agreement with Company (the Company Agreement") shall provide for bill rates, invoicing and payment terms, and shall state Adecco's and Company's obligations to each other. The Company Agreement shall be in substantially the same form as provided in Exhibit A attached hereto and made part hereof, but the final terms of any Company Agreement shall be at the sole discretion of Adecco and Company. In addition, Adecco may, in its reasonable discretion and without penalty or action by Client, elect not to enter into a Company Agreement with any Company for any reason, and elect not to place Students with such Company. Reasonable conditions for Adecco's election not to place Students at a Company may include, without limitation, the Company's credit record, any past or current history Adecco may have with such Company, or the failure of the Company and Adecco to enter into a Company Agreement mutually satisfactory to them.

If Client's straight time rates are not set by a Rate Schedule to this Agreement, Adecco will confirm the rate approved by Client via email to Client at the time of assignment. Rates not agreed to for a stated term may be prospectively changed by Adecco upon notice to Client. Rates reflect a cash/cash equivalent discount of 3%. Any sales, use, value added, or similar taxes that apply to sales to Client will be added to Client's invoices as a separate item.

If any government-mandated cost (such as a required wage, minimum wage, payroll tax, insurance premium, assessment, contribution, benefit, or fee) is imposed, increased, adjusted, or newly introduced with respect to Students assigned to Client, Adecco will notify Client and add it, without markup, to Client's invoices until Client and Adecco adopt a new Rate Schedule.

- 7) **Overtime** Students are presumed to be nonexempt from overtime laws, and overtime worked is presumed to be authorized by Client and Company unless Adecco has agreed with Client and Company to forbid it. Adecco will charge Company premium rates for overtime work only when an Associate's work on assignment to Company, taken alone, would legally require premium overtime pay and Company has authorized, directed, or knowingly allowed the Associate to work those hours. Company's rate for overtime hours will be the same multiple of the bill rate as Adecco is required to apply to the Associate's pay rate.

8) Intentionally deleted

9) Intentionally deleted

- 10) **Responsibilities** Each party will bear or insure only the risks and responsibilities inherent in its own business and, as permitted by law, will be obligated to pay or indemnify the other party only for claims, losses, penalties, and damages to the extent they arise directly from those risks and responsibilities in connection with business done under this Agreement, plus, to the same extent, all reasonable and necessary costs, expenses, and legal fees associated with them. Risks or responsibilities not allocated by the following lists will be borne by each party in proportion to the extent that the risk or responsibility is inherent in that party's business. Adecco will pay or indemnify for obligations arising under Client's risks and responsibilities only to the extent that the payment obligations are caused by Adecco's failure to properly perform its functions as a staffing service under this Agreement.

a) Adecco's risks and responsibilities include:

- (i) Hiring Students designated by Client who are participating in the Co-Op Program legally in accordance with the following laws: Fair Labor Standards Act of 1938, Civil Rights Act of 1964, Age Discrimination in Employment Act of 1967, Americans With Disabilities Act of 1990, Immigration Reform and Control Act of 1986, Vietnam Era Veterans Readjustment Act of 1974, and Rehabilitation Act of 1973
- (iii) Paying Students' agreed upon wages and providing the benefits that Adecco offers to them

- (iv) Paying or withholding all required payroll taxes, contributions, and insurance premiums for programs that Adecco is legislatively mandated to provide to Students as Adecco's employees
 - (v) Providing workers' compensation benefits or coverage for Students in amounts at least equal to what is required by law
 - (vi) Fulfilling the employer's obligations for unemployment compensation
 - (vii) Complying with employment laws, as they apply to Adecco as a staffing firm
 - (viii) Payment for injury to people or loss to property caused by negligent or intentional conduct of Students, to the extent that the injury or loss is caused by Adecco's failure to properly perform the duties of a staffing service
 - (ix) Removing an Associate from assignment at a Company when deemed necessary by Client.
- b) Client's risks and responsibilities include:
- (i) Providing Students with adequate instructions, assistance, supervision, time for performing their assignments and with meal and/or rest breaks required by law
 - (iii) The work and work product of Students in the Client's business or organizational activities
 - (iv) Providing Students with information, training, and safety equipment for any hazardous substances present in Client's operations
 - (v) Ensuring that Client's fringe benefit and employee benefit plans and policies effectively exclude Students from participation
 - (vi) Ensuring that the functions and duties actually performed by Students are accurately reflected in Client's or Company's job description and immediately notifying Adecco if such functions or duties change
 - (vii) The conduct of Client's officers, employees, and agents (except to the extent Client is immune from suit for workplace injuries covered by Adecco's workers' compensation program and suffered on agreed assignments)
 - (viii) The acts and omissions of Students acting under the direction of Client's officers, employees, or agents
 - (ix) Duties imposed by law on recipients of staffing services
 - (x) Protection and security of Client's intellectual property
 - (xi) The products or services of Client's business
 - (xii) Notification to Adecco of all positions filled hereunder that are or become subject to a Wage Determination, federal or state prevailing wage laws, living wage and/or special fringe benefit requirements, including but not limited to the Service Contract Act.
 - (xiii) Losses enabled or enhanced by lack of reasonable supervision, process controls, safeguards, or backups
 - (xiv) Risks arising from the exposure of Students to: cash, credit cards, check-writing materials, or negotiables; keys, merchandise, confidential information, or other valuables; sensitive or unsupervised premises; or passwords, user IDs, combinations, or PINs other than those properly issued to them
 - (xv) Risks arising from Students' being allowed to travel or operate motor vehicles or machinery on assignment
 - (xvi) Entering into its own agreement with Company detailing its arrangement for the placement of Students at Company in accordance with the terms of this Agreement

Client understands and agrees that in connection with Adecco's performance of Payrolling Services, Adecco assumes responsibility solely for administering and processing the payroll functions for the Students, payment of their hourly wages and applicable Adecco-provided benefits, reporting and payment of the employer's share of applicable state taxes, federal taxes, workers' compensation, FICA, and state and federal unemployment insurance. Client understands and agrees that no performance guarantee applies and that Client remains responsible for Students' job performance, work and work product, safety and their actions

A party need not pay the other party for special, indirect, consequential, or lost profit damages suffered directly by the other party. To obtain indemnification, a party must promptly notify the other party, cooperate in resolving the claim, and (when liability to third parties is involved) yield reasonable control of the claim's resolution to the other party. If the parties do not agree on the indemnification obligations attaching to a pending matter, indemnification will not be required until the underlying matter is finally resolved and the facts bearing on indemnification have been reasonably ascertained.

- 11) **Duration** This Agreement will continue in force unless one party gives the other party at least thirty (30) days written notice of its intention to conclude it or until Client notifies Adecco that all Students assigned hereunder have completed the Co-Op program. Adecco may also terminate any Company Agreement for either cause or convenience. Conclusion of the Agreement will end the staffing relationship, but the Agreement will continue to govern the parties' rights and obligations with respect to the business done and the Students assigned before conclusion of the Agreement.
- 12) **Entire Agreement; Amendment** This Agreement and any attachments contain all of the terms between Client and Adecco on the subject of Payrolling Services as part of the Co-Op Program and replaces all prior agreements and representations on the subject. The Vendor Master Agreement between Adecco and the Commonwealth of Kentucky for the provision of temporary staffing services is not amended or otherwise affected hereby. This Agreement may be modified or supplemented only by a signed and dated written amendment referring to it. Forms and other communications that may be used by the parties in their staffing relationship (including purchase orders, timecards, invoice recitals, correspondence, and electronic mail) will not supersede, supplement, modify, or control this agreement. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Kentucky, notwithstanding choice of law principles. The parties agree that any action at law or in equity arising out of or relating to this Agreement shall be filed only in the state or federal courts located in Franklin County, Kentucky, and hereby consents and submits to the jurisdiction of such courts for the purposes of litigating any such action

CLIENT	ADECCO
<u>KY Dept. of Education</u>	<u>ADECCO USA, INC.</u>
By: <u>Dale Winkler</u>	By: <u>Amy Glaser</u>
Signature	Signature
<u>Dale Winkler</u>	<u>Amy Glaser</u>
Printed Name	Printed Name
<u>Assoc. Commissioner</u>	<u>Regional Vice President</u>
Title	Title
<u>4-4-14</u>	<u>4/7/14</u>
Date Signed	Date Signed