

# Work Experience (WEX) Worksite Agreement

#### Section 1: Agreement

The Work Experience (WEX) Worksite Agreement is between ( ) and CobbWorks, Inc. operating as WorkSource Cobb (hereinafter referred to as "WorkSource Cobb or WSC") to provide work-based learning services which present an opportunity to improve job and career options jobseekers through an integrated system that links diverse talents to local business partners.

#### **Section 2: Contact Information**

Complete the contact information for the Provider and the Worksite Location.

Provider: WorkSource Cobb	Contact Person: Pamela Johnson	Telephone #:
Provider Address:  463 Commerce Park Drive Suite 100 Marietta, GA 30060	Email: pjohnson@cobbworks.org  FAIN #:	770-528-2672  Fax:  770-528-8078  Contract Type:  □ On-the-Job Training □ Incumbent Worker □ Work Experience
Worksite Main Location: Public Works Dept Parks Department	FEIN #: 58-6005266	UBI #:  UJC8XEWBNEM1
Worksite Address: 3006 Springs Industrial Way and	Contact Person: Dwayne Eberhart & Travis Landrum	Email: deberhart@cityofpowdersprings.org tlandrum@cityofpowdersprings.org
4181 Atlanta Street Powder Springs GA 30127	<b>Telephone #:</b> 770-943-1666 or 8010	Fax #:

#### **Section 3: General Terms and Conditions**

A.	Period	of Perf	formance
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The Agreement shall be effective as of \_\_\_\_\_\_through <u>June 30, 2024</u>. The period of performance and/or the time required is limited to the availability of Workforce Innovation and Opportunity Act (WIOA) funds. Funding cannot be used retroactively.

Agreements shall not be made with Worksites that exhibit a pattern of not providing:

#### B. Funding

Funding for the services rendered as part of this Agreement is provided by funds from the Workforce Innovation

and Opportunity Act of 2014, as amended (herein referred to as "WIOA") and/or other funding sources. The Worksite agrees that in the event that funds for carrying out the functions to which the agreement relates are suspended or terminated in whole or in part, this Agreement shall be terminated immediately without further obligation of WorkSource Cobb.

### C. Modification/Amendments

This Agreement may be modified only by execution of a written amendment signed by both parties. This Agreement may be modified at any time prior to the last date of the Agreement performance. No backdated or retroactive modifications will be allowed. If required forms, the terms of the Contract or the work locations changes, a written amendment must be submitted immediately for approval.

#### D. Monitoring

The Worksite will allow representatives from WorkSource Cobb and/or federal, state, and local governmental entities to visit the placement worksites for the purposes of evaluating the program, counseling with participants, and monitoring safety requirements and overall working conditions.

The Worksite agrees that Intern records (timesheets, disciplinary actions, training plans and other applicable personnel information) are subject to review, monitoring, and audit by WorkSource Cobb, the State and/or the federal government, at any time and without prior notice to the Worksite.

#### E. Termination

Either the Worksite or WorkSource Cobb may terminate this agreement for any reason by providing the other party with a 30-day written notice. Notice must be posted by certified mail, returned receipt requested. If through any cause, the Worksite shall fail to fulfill its obligations under this agreement, or if the Worksite shall violate any of the covenants, representations or stipulations of the agreement, WorkSource Cobb shall have the right to immediately terminate the agreement by giving written notice to the Worksite of such termination.

WorkSource Cobb shall promptly notify the Worksite in writing of the determination and reasons for the termination, together with the effective date, such notice must be posted by certified mail, return receipt requested. The Worksite and WorkSource Cobb agree to all the terms set forth in this contract upon execution.

#### F. Signatures

The Worksite and WorkSource Cobb agree to all the terms in this Agreement requirements by signing below.

Company Name: City of Powder Springs	Company Name: WorkSource Cobb
BY: Olly Shumor	BY:
Worksite Representative Signature	WorkSource Cobb Representative Signature
Print Name: Albert Thurman	Print Name: Sonya Grant
Title: Mayor	Title: President/CEO
Date: 4/17/23	Date:

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# Work Experience (WEX) (Young Adult Internship Program)

#### **BOSS Program / Young Adult Internship Program:**

The Boss Program/Young Adult Internship Program is designed to engage eligible Cobb County, young adults, ages 16-24 in work-based training that will improve their basic work skills, gain exposure to the "world of work" and provide meaningful work experiences needed to obtain and/or advance in employment. A WEX Internship is a planned, structured learning experience that takes place in a workplace (on-site or virtually) for a limited period of time, maximum of 16 weeks. An Internship may be paid or unpaid. Internship worksites may be in the private, for- profit sector, the non-profit sector, or the public sector.

WorkSource Cobb acts as the employer of record and pays a wage to the eligible program participant(s). Wages are based on funding limitations and a reasonable review of the training, experience and skills required for the positions being filled.

The purpose of a Work Experience is not to benefit the Worksite, although the Worksite may, to a limited extent, benefit from the activities performed by the participant. Individuals placed in a Work Experience are generally considered interns/trainees, and should not take on roles in which the Worksite depends on the intern/trainee's productivity to maintain or advance the profit margin or performance of the company or agency.

#### Responsibilities of the Worksite Supervisors includes:

- 1. A job description for each unique position. The job description should include the address, worksite agreement(s) information, hours, responsibilities and productive work duties.
- 2. Worksites must furnish equipment, tools, materials, and/or supplies as required on the job.
- 3. Immediately notify WorkSource Cobb of any disciplinary actions should they be advisable due to participant misconduct, and submit in writing an incident report to document incident.

#### Required Form:

WEX Participant Training Plan will include the academic and occupational skill level of the interns and will be utilized to enhance the skill level of the intern during the WEXInternship placement. Interns placements are determined by one's academic and occupational skill level as well as their prior work experience.

### The Worksite shall have the responsibility for ensuring the following actions or conditions:

- a. The Worksite will provide useful, meaningful, and productive work for Interns and will furnish equipment, tools, materials, and/or supplies as required on the job.
- b. The Worksite will provide adequate staff supervision of all Interns assigned to the site. The Worksite shall receive no compensation from WorkSource Cobb for supervision of Interns.
- c. The Worksite will provide and designate one employee as the worksite supervisor for the Intern(s) at the the

individual worksites. The supervision ratio will not exceed one on-site supervisor to six (6) interns without prior approval from WorkSource Cobb.

- d. The Worksite will provide a substitute supervisor who will be available at times the regular supervisor is absent or otherwise away from the worksite.
- e. The Worksite will allow representatives from WorkSource Cobb and/or federal, state, and local governmental entities to visit worksites for the purposes of evaluating the program, counseling with interns, monitoring safety requirements and working conditions. The representative will present a valid identification and will make an intentional effort to not interfere with business operations.
- f. The Worksite ensures that no individual in a decision-making capacity engages in any activity, including the administration of the Work Experience (WEX) contract supported by WIOA funds, if a conflict of interest, real or apparent, is involved. A conflict of interest may arise in the event of the employment under this WEX contract of any immediate family member (or partner) of an individual engaged in a decision-making capacity with WorkSource Cobb/Cobb Workforce Development Board. Immediate family is defined as husband, wife, son, son-in-law, daughter, daughter-in-law, mother, mother-in-law, father, father-in-law brother, brother-in-law sister, sister-in-law, aunt, uncle, niece, nephew, stepparent, stepchild, grandparents and grandchild, or an organization that has a financial or other interest in the firm or organization selected for the WEX contract. In the event of a potential conflict of interest, the Worksite must notify WorkSource Cobb, in writing, of the instance. No action regarding the individual may take place until approved by WorkSource Cobb in writing. The Worksite will assume responsibility for any misuse, abuse, or destruction of property or goods by interns on the premises of the worksite; the worksite will document any disciplinary action resulting from such instances with an incident report submitted to WorkSource Cobb.
- g. The Worksite will provide reasonable regulations for attendance and will set and reinforce expectations for good work habits of Interns.
- h. The Worksite will immediately notify designated WorkSource Cobb staff should disciplinary action be advisable due to Intern misconduct. Intern can be terminated at any time during the internship period.
- i. The Worksite will provide working conditions that comply with health and safety regulations, and will abide by the applicable provisions of child labor laws.
- j. The Worksite will ensure that Interns understand their job responsibilities and job duties upon the beginning of the internship period.
- k. The Worksite will review Intern's performance by completing the WEX Participant Training Plan. Performance evaluation will take place during the initial placement and near the completion of the job assignment.
- I. The Worksite will track and authorize/approve Intern time as instructed by WorkSource Cobb staff and will ensure Interns do not exceed 40 hours of work/week. **OVERTIME WILL NOT BE APPROVED**.
- m. Timesheets are completed and signed by both the intern and the Worksite Supervisor. Once completed and signed, it is the responsibility of the intern to submit to WorkSource Cobb each Thursday by close of business. WorkSource Cobb is NOT obligated to pay for time worked from any timesheet submitted without the required signatures.

n. The Worksite will immediately secure medical attention from the appropriate authority for injuries or illnesses, if necessary. Immediately after securing emergency assistance, the Worksite will notify the designated WorkSource Cobb representatives. After the emergency has been addressed, the Worksite will forward an incident report form to WorkSource Cobb regarding the incident.

#### WorkSource Cobb shall have responsibility for ensuring the following actions or conditions:

- a. WorkSource Cobb, or its designee, will be the official employer of record for each Intern under this program, and will be responsible for employee payroll, worker's compensation or equivalent insurance coverage, employer Social Security contributions, income tax and other required withholdings.
- b. WorkSource Cobb will be responsible for the eligibility determination, selection, and assignment of all Interns with the agreement of the Worksite.
- c. WorkSource Cobb Interns will not be placed at any worksite that has not been approved by the WorkSource Cobb Staff.
- d. NO PLACEMENTS will be made until interns have been deemed eligible by WorkSource Cobb staff.
- e. WorkSource Cobb Interns are not to begin internship until the WorkSource Cobb staff has assigned an official start date.
- f. If an Intern is volunteering/interning at a worksite prior to placement, WorkSource Cobb will not pay wages for volunteered hours at the worksite.
- g. WorkSource Cobb will provide initial employment orientation and work readiness workshops to each Intern prior to actual placement on the worksite. This orientation will include general workplace expectations. Worksites are to provide additional direction or site-specific expectations.
- h. Internship Period: Placements are approved for a maximum of sixteen (16) weeks. Intern placement is dependent upon the funding levels and funding availability.
- i. WorkSource Cobb will monitor the activities of the Worksite to ensure that work complies with all relevant local, state, and federal regulations and laws, particularly child labor laws. WorkSource Cobb reserves the right to withdraw interns from any worksite unwilling or unable to establish and maintain compliance.
- j. Payment: WorkSource Cobb interns are paid on a bi-weekly basis. Interns are paid a wage specified by the funding source. Paper checks or direct deposits are provided according to the pay date indicated on the Payroll Distribution Schedule, which will be provided to the Intern by WorkSource Cobb staff during intern's New Hire Orientation.
- k. WorkSource Cobb will provide an orientation to designated worksite supervisors and provide ongoing technical assistance as needed and requested.



# **Employer Registration**

Company Contact Dwa	yne Eberhart, Travis Landrum an	d Pam Conner	
Company Name City of	Powder Springs		
Company Address P.O. B	ox 46 Powder Springs, GA 30127		
Phone Number		ax Number	
Email <u>pconner@cityofpc</u>	owdersprings.org C	ompany Website <u>cityofpowd</u>	ersprings.org
☐ Employer (List po	sitions or job types)	Resource/Service Provider (	List Resources/Services)
right of way maint parks maintenanc	tenance and mowing		
events help			
Application Process: (selec	ct one) 🗆 Online 🌁 In person	Electrical Outlet Needed	□Yes 🏌 No
Number of Attending Repr (2 lunch tickets will be pro			Employer Job Fair

Please fill out and email to pjohnson@cobbworks.org or by scanning the QR code.



# Young Adult Work Experience (WEX) Worksite Data and Job Description

Cobb

Please attach job description and completed form to bossinfo@cobbworks.org for each position

Section I: Company	Information	
Company Name: City of Powder Springs	Primary Contact: <u>Dwayne Eberhart</u>	
Address: 3006 Springs Industrial Way		
Street Address	Suite	
Powder Springs City	GA 30127  State ZIP Code	
Direct Phone: (770) 943-8010 or 943-1666		
Title of Contact Person	Email <u>deberhart@cityofpowdersprings.org</u>	
Alternate Contact Person Eric Meyer	Phone Number <u>770-943-1666</u>	
Alternate Email <u>emeyer@cityofpowdersprings.org</u>		
Is this worksite accessible by public transportation?	NO X	
Section II: Position I	nformation	
Position Title Right of Way maintenance technician/lar	ndscaping and mowing technician	
How many work experience participants would you like for the pos	sition? 2	
Potential Work Days/Hours of Position (check all that apply and in	idicate hours)	
Mon ■ Tues ■ Wed ■ Thu ■ Fri ■ Sat ☐ Sun ☐	Work Hours: <u>7:30a</u> to <u>3:30p</u>	
What approximate days may youth start and end their placements	s with you?	
From: (month/day) To:	(month/day)	
Scheduled holidays (if any) July 4, 2023		
Does this position <b>require</b> any minimum knowledge, skill, or ability?  YES NO  X		
If yes, please describe:		
This is a work experience program aimed at teaching skills and positive work habits to youth ages 16-24 (minor workers have obtained appropriate work permits). Does your organization have a required minimum age for workers?		
YES NO	_	
$\square$ If yes, what is the minimum age? 16	<u>)                                    </u>	
Are there any unusual physical demands involved in performing the work of this position?		
YES NO  If yes, please describe _physical labor outdoors		
Does the performance of this position present any evident health or safety risks to the worker?		
YES NO  If yes, please describe operating la	awn mowers	
Please list the major responsibilities or tasks involved with this posavailable, in lieu of completing this section).	sition (please feel free to attach a job description, if	
mowing; minor painting; trash pickup before mowing;	cleaning equipment upon completion; cleaning carts	
other similar tasks		



# Young Adult Work Experience (WEX) Worksite Data and Job Description

Cobb

Please attach job description and completed form to bossinfo@cobbworks.org for each position

Section I: Company	Information	
Company Name: City of Powder Springs	Primary Contact: <u>Travis Landrum</u>	
Address: 4181 Atlanta Street  Street Address  Powder Springs	Suite GA 30127	
Direct Phone: (770) 943-1666	State ZIP Code Fax number ( )	
Title of Contact Person Parks Director	Email tlandrum@cityofpowdersprings.org	
Alternate Contact Person Bill Tanks	Phone Number <u>770-943-1666</u>	
Alternate Email <u>btanks@cityofpowdersprings.org</u>		
Is this worksite accessible by public transportation?	NO X	
Section II: Position I	Information	
Position Title parks maintenance technician; event lab	oorer	
How many work experience participants would you like for the pos	sition? 2	
Potential Work Days/Hours of Position (check all that apply and in	ndicate hours)	
Mon 🔳 Tues 🔳 Wed 🔳 Thu 🔳 Fri 🔳 Sat 🔳 Sun 🔳	Work Hours: <u>8:30a</u> to <u>4:30p</u>	
What approximate days may youth start and end their placements	s with you?	
From: (month/day) To:	(month/day)	
Scheduled holidays (if any) work hours and days vary depending on event schedule		
Does this position require any minimum knowledge, skill, or abilit	y? YES NO	
If yes, please describe:		
This is a work experience program aimed at teaching skills and polyhave obtained appropriate work permits). Does your organization		
YES NO  If yes, what is the minimum age? 10	6	
Are there any unusual physical demands involved in performing the	he work of this position?	
YES NO  If yes, please describe physical la	abor outdoors	
Does the performance of this position present any evident health	or safety risks to the worker?	
YES NO  If yes, please describe		
Please list the major responsibilities or tasks involved with this po available, in lieu of completing this section).		
inspect and clean trash from park areas, restrooms and playgrour		
tables and chairs, barricades, signs; clean up after ev	/ents;	
<u> </u>		

## **Kelly Axt**

From:

Pam Conner

Sent:

Thursday, March 30, 2023 12:32 PM

To:

Julie Livingston

Cc:

Kelly Axt

Subject:

FW: WorkSource Cobb Worksite Forms

**Attachments:** 

image007.emz; EmployerRegistration-3.15.2023 Revised.pdf; Work Experience (WEX) Worksite Agreement.docx; WEXWorksiteDataJobDescription.2021.pdf; Company

Assessment 1.20.22.pdf

Follow Up Flag:

Follow up

Flag Status:

Flagged

Julie

You've reviewed these before when we did the CDL approvals but am sending your way just in case before we get the Mayor's signature.

From: Pamela Johnson <pjohnson@cobbworks.org>

Sent: Monday, March 20, 2023 12:01 PM

To: Pam Conner < PCONNER@CityOfPowderSprings.org>

**Subject:** WorkSource Cobb Worksite Forms

CAUTION: This email originated from outside the City of Powder Springs network. Maintain caution when opening external links/attachments

Hello Ms. Connor,

Not sure if I sent the documents to you to become a worksite.

We are WorkSource Cobb, Cobb County's workforce agency providing services to Cobb County residents for the past 22 years. This summer we are having an internship program for Cobb County residents between the ages of 15 and 24.

Becoming a worksite for our internship means that you would have access to a pipeline of individuals who are looking for work, but your company does not have to be the payor, nor would your company be liable should anything happen. So, we pay the wages and carry all liability while you provide individuals with jobs/training. This program is funded by the cobb county local government and can be viewed as a short-term wage relief for small business. At the end of the internship, if you choose, you may hire the individual on full-term or you can receive another candidate to work for you, or you can do both.

I have attached the contract to become a worksite for our Summer Work Program as well have the form to register for our Match Day event on My 6<sup>th</sup>. Lastly, if you currently have an individual that works for you in our eligible age range, you can refer them to our program, and we will pay them on your behalf for the duration of their time in our program.

You can learn more about us by visiting our website at <a href="www.worksourcecobb.org">www.worksourcecobb.org</a> or feel free to give me a call at 770-528-2672.

Cobb WORK SOURCE **GEORGIA** 

### Pamela Johnson

WEX Coordinator

O: 770.528.2672 | F: 770.528.8078 |

E: pjohnson@cobbworks.org

A: 463 Commerce Park Drive, Suite 100, Marietta, GA 30060

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