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**LA COUNTY - TITLE V SCSEP**  
**UAW-Labor Employment and Training Corporation (UAW-LETC)**  
11010 Artesia Boulevard, Cerritos, CA 90703  
Telephone: (562) 977-4760 Fax: (562) 977-4779 Email: lmcneil@letc.com

**TITLE V - SENIOR COMMUNITY SERVICES EMPLOYMENT PROGRAM (SCSEP)  
HOST AGENCY AGREEMENT**

**THIS AGREEMENT** is made and entered by and between the **UAW-Labor Employment and Training Corporation (UAW-LETC) – TITLE V SENIOR COMMUNITY SERVICES EMPLOYMENT PROGRAM**, hereinafter referred to as **UAW-LETC TITLE V-SCSEP**, located at 11010 Artesia Blvd., Cerritos, CA 90703

and

**City of Long Beach, 1150 E. 4<sup>th</sup> Street, Long Beach, CA 90802,**  
Federal Employer Identification Number (FEIN) [REDACTED], hereinafter referred to as the **Host Agency**.

The term of this Agreement shall be for one year, from July 1, 2022, through June 30, 2023, with five one-year renewals, at the discretion of the City Manager, provided, however, either party may terminate this Agreement upon 15 days' prior written notice.

SECTION 1 – HOST AGENCY'S PERFORMANCE

- A. Host Agency shall recognize that the position occupied by the participant is a temporary training assignment designed to prepare the participant for unsubsidized employment. Moreover, the participant may obtain an unsubsidized job at any time or may be rotated to another training site or into a formal training program to enable the participant to receive additional training. In such cases, the assignment of an additional or replacement trainee cannot be guaranteed.
- B. Customer Satisfaction Surveys are sent by mail annually by the Department of Labor's (DOL) clearinghouse to a list of participants and Host Agency supervisors selected by DOL to track the program's performance. Therefore, the Host Agency shall complete and return Host Agency surveys per DOL's request.
- C. Host Agency shall provide a safe and sanitary physical or remote work environment and working conditions in accordance with State law and ADA regulations (Source: The California Occupational Safety and Health Act of 1973 & the Americans with Disabilities Act of 1990). Host Agency shall provide the participant with injury prevention and safety procedures. Host Agency shall also provide the participant with procedures for in-house employee complaints regarding safety and health. For remote assignments, the Participant Remote Assignment Safety Self-Attestation Form checklist is required to make the participant aware of the need for a safe workplace that is conducive to productive work. The success of a remote SCSEP assignment depends on a realistic assessment of the overall safety of the participant's approved alternate workplace. The participant must always report accidents or injuries immediately to his/her Host Agency Supervisor.
- D. SCSEP policy has long prohibited discrimination against ex-offenders, and specifically has barred the use of background checks as an eligibility criterion for the program. However, background checks are allowed, if required by Host Agency policy, in accordance with California Fair Chance Act. Host Agency shall be responsible for any expenses related to background checks conducted.
- E. Host Agency shall not modify participant's job description without the written authorization of the Title V – SCSEP AJCC.
- F. Host Agency shall provide each participant with an agency orientation. Host Agency shall provide adequate training and effective supervision. Host Agency shall record the percentage of time spent by the supervisor on the participant's timecard if salaried or portion thereof, which are paid for with non-federal funds.

- G. Host Agency shall complete and return participant timecards accurately and no later than two (2) calendar days after the end of each pay period, and provide Non-Federal In-Kind reports, or other reports as requested by the Title V SCSEP AJCC. Host Agency understands that said reports are required and that failure to submit said reports constitute a material breach of this memorandum and the Agreement can be terminated for repeated failure to submit required reports.
- H. Host Agency shall review participant timecard for accuracy prior to signing. Under no circumstances shall the Host Agency authorize the participant to sign his own timecard on the supervisor's line or another participant's timecard.
- I. Host Agency shall ensure the participant works the total hours authorized by the Title V – SCSEP AJCC (This includes SCSEP sponsored and/or approved job search and participant meetings) and report any digressions to Title V – SCSEP AJCC immediately. Host Agency shall provide flexibility to allow the participant to conduct SCSEP approved job search activities on an ongoing basis as part of their agreed upon work schedule. Under no circumstances shall the Host Agency ask the participant to work other than the authorized agreed hours or request that participant volunteer at the training site. Host Agency shall never supplement participant wages.
- J. Participants are entitled to compensation for scheduled work hours during which a host agency's business is closed for Federal holidays only. If a Federally recognized holiday falls on the SCSEP Participant's regular day off, holiday time is not paid. If the Host Agency is open on a Federally recognized holiday, SCSEP participants should report for work if it is one of their regularly scheduled workdays.

SCSEP Host Agencies shall only be closed on Federally recognized holidays, unless preapproved by SCSEP AJCC. Participants, with the consent of the host agency, may elect to reschedule the lost hours due to host agency closing for reasons, such as holidays that are not federally recognized, to another day that the host agency is open. Make up hours must take place during the same pay period as the date of closure.

In compliance with AB 1522: Healthy Workplaces, Healthy Families Act of 2014, Title V SCSEP participants are entitled to up to twenty-four (24) hours of paid sick leave each year of participation.

**SCSEP DOES NOT PAY WAGES FOR THE FOLLOWING:**

- Overtime: The Fair Labor Standards Act (FLSA) defines overtime compensation as payment for more than 40 hours of work per week. As SCSEP participants engage in part time training hours only, SCSEP participants do not qualify for overtime.
- Bereavement leave: SCSEP Participants who suffer the death of family members or loved ones may take an unpaid leave.

- Jury Duty: A SCSEP Participant called for jury duty, may take an unpaid leave for the length that jury duty service is required. Upon the release from jury duty, SCSEP participant must provide a proof of jury service to SCSEP administration and Host Agency supervisor.
    - Participant may be placed on break in participation during their jury duty service.
    - Any amount of jury duty pay is excluded as income for SCSEP eligibility purposes during recertification.
  - Voting: SCSEP participant may take unpaid time off to vote.
  - Poll Worker: SCSEP does not pay for poll worker participation.
  - Vacation: SCSEP participants do not receive paid vacation leave.
  - Break in Participation: An authorized Break in Participation (BIP) is an unpaid leave from SCSEP. Any leave that lasts four (4) days or more must be approved by the SCSEP administration. A participant's failure to return to a training assignment within sixty (60) days may result in an involuntary termination from SCSEP. A request for extension of BIP may be made based on extenuating circumstances at the discretion of SCSEP administration.
  - Workers Compensation: Per SCSEP policy, workers compensation coverage is provided to all participants. If a participant is injured at the training site, or develops a medical condition related to the community assignment, immediately notify the training site supervisor and SCSEP Administration to complete the necessary forms. See Title V - SCSEP Break in Participation Policy Directive WDP D18-09 for more details.
- K. Host Agency shall not change the participant training site, training duties, workstation or working hours without prior authorization from Title V- SCSEP AJCC.
- L. Host Agency shall not assign a participant to drive as part of his/her training assignment without written approval from Title V – SCSEP AJCC.
- M. Host Agency will adhere to the participant's Individual Employment Plan (IEP) and work closely with Title V – SCSEP AJCC to assure the participant's progress that prepares him/ her for unsubsidized placement. Host Agency shall provide periodic performance review and an annual performance evaluation for the participant. If conflicts or issues arise between the participant and Host Agency staff, the Host Agency Supervisor must immediately contact the AJCC SCSEP Case Manager to discuss and resolve the matter accordingly.

- N. Host Agency shall work with the Title V – SCSEP AJCC staff to assist the participant in personal development and encourage the participant in seeking and obtaining unsubsidized employment by allowing for paid time to conduct job search at an America’s Job Center of California, and Title V – SCSEP AJCC approved job search activities, including, but not limited to, job fairs, job interviews and other similar job placement supporting activities. Host Agency shall provide skill training and supervision in learning and practicing new tasks.
- O. Host Agency shall consider participant for all job openings for which that participant qualifies.
- P. Host Agency shall not displace any current employee or volunteer in whole or in part with a participant, assign a participant to perform the tasks of an employee on layoff, nor replace a Federally funded position (other than SCSEP) with a participant as such action would violate the Federal Maintenance of Effort (20 CFR § 35.146).

#### SECTION 2 – TERMINATION OF AGREEMENT

- Q. This agreement may be terminated upon 15 days upon written notice, or if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within five (5) days of written notice, and diligently complete the correction thereafter.

#### SECTION 3 - NONPROFIT OR TAX-EXEMPT STATUS

Host Agency shall submit proof to the Title V – SCSEP AJCC of its status as a non-profit organization under the laws of the State of California and Internal Revenue Code Section 501(c)(3) or proof of status as a governmental and/or public entity. Failure to maintain required non-profit or public entity status is cause for immediate termination of this Agreement and removal of the participant(s).

#### SECTION 4 - INSURANCE REQUIREMENTS

Host Agency shall submit a current Certificate of General Liability Insurance. The AJCC shall be named as an additionally insured party and be given notice at least thirty (30) days in advance if any modification or termination occurs. Upon the execution of this agreement, a participant shall not be allowed at any training site until the Host Agency is compliant with this requirement. Failure to maintain required insurance is cause for immediate termination of this Agreement and removal of the participant(s). Public agencies that are self-insured must submit a letter attesting to such self-insurance.

SECTION 5 - INDEMNIFICATION

**CHECK ONE:**

***Non-Profit***

Host Agency shall indemnify, defend, and hold harmless Los Angeles County, the Title V -SCSEP AJCC, its officers, agents, and employees from and against any and all loss, liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with Host Agency activities or services performed on behalf of Host Agency's operations, by any person pursuant to this Agreement.

***Government/Public Entity***

In contemplation of the provisions of Section 895.4, California Government Code, each party hereto agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from the acts or omissions of the indemnifying party.

SECTION 6 - POLITICAL AND SECTARIAN ACTIVITIES

Host Agency shall ensure that participants are not placed in training sites that may involve partisan or non-partisan political activities or Sectarian instruction or worship.

SECTION 7 - DISCRIMINATION

Host Agency shall ensure that participation in the Title V-SCSEP will not displace any other paid employee nor discriminate regarding race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age,

military and veteran status, and sexual orientation. Host Agency agrees to comply with all Federal, State, and County laws relating to employment, immigration, and to assure a drug-free workplace. Participants serving at any of the Host Agency's training site(s) shall be covered by provisions contained in this Agreement.

SECTION 8 - ASSIGNMENT/ALTERATION

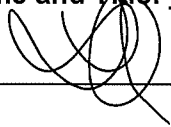
This Agreement, or any of its rights, obligations, terms of conditions, may not be assigned or altered by either party without written consent of both parties.

IN WITNESS, WHEREOF, this Agreement has been executed by and on behalf of the parties hereto the day, month, and year below written. The person signing on behalf of the Host Agency warrants that he or she is authorized to bind the Contract.

**UAW-LETC Title V – SCSEP**

**Representative Name and Title:** Laura McNeil, VP of Operations

**Signature:** \_\_\_\_\_



**Date:** 01/19/2023

**Host Agency Name:** City of Long Beach

**Host Agency Address:** 1150 E. 4<sup>th</sup> Street, Long Beach, CA 90802

**Representative Name and Title:** ALNOA F. TATUM, ASST. CITY MGR


**Signature:** \_\_\_\_\_



**Date:** 2/3/2023

**EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.**

Approved as to form:  
Date: 01/23/2022

By:   
For: Dawn McIntosh, City Attorney