Summer 2019 Sponsored Employment Program (SEP) Memorandum of Understanding

Between:

One East Palo Alto (OEPA), SEP Employer of Record, and
City of Menlo Park (CMP),
SEP Employer-Sponsor

June 10, 2019

PURPOSE
The parties to this Memorandum of Understanding (“MOU”) are “OEPA” and “CMP”. OEPA is a California nonprofit public benefit corporation, tax-exempt pursuant to Internal Revenue Code Section 501(c) (3) and California Revenue and Taxation Code Section 23701d. CMP is an SEP Employer-Sponsor. The parties enter into this MOU in furtherance of their shared purpose of offering substantive job opportunities and training for East Palo Alto (EPA) and East Menlo Park (EMP) youth.

DURATION
This MOU shall commence on June 26, 2019 and shall terminate upon completion of the program on August 6, 2019. The program shall be completed when all reports and documents have been received.

PROJECT DESCRIPTION
The program will strengthen youth and families in EPA and EMP by providing summer employment, community connectedness and relationship-building opportunities with caring adults for youth who face multiple barriers in life.

GOAL
The program will serve a core group of EPA/EMP youth ages 14-24. OEPA and the Employer-Sponsors constitute the employment component of SEP. This agreement seeks to establish the responsibilities of each party for the benefit of EPA/EMP youth.

RESPONSIBILITIES
I. OEPA shall do the following:
   A. Serve as the fiscal agent and distribute salary/stipend funds to SEP youth who are high school seniors or older for job assignments at a rate of $14 per hour based on a work schedule of 30 hours per week for six (6) weeks [NOTE: An additional cost of 14% of earnings is required for employer taxes and related payroll expenses ($353 per person].
   B. Provide pre-employment support in the form of job readiness workshops and on the job training through workshops scheduled throughout the employment period.
   C. Provide support to both participants and Employer-Sponsors to solve problems that might arise at the workplace.
   D. Collect all documents necessary and conduct background checks (where required) in the employment of youth in this program.
   E. Conduct employee hiring and orientation paperwork and communication.
   F. Process three (3) payrolls for SEP participants assigned to work at CMP on July 11, 2019, July 25, 2019 & August 9, 2019.
   G. Monitor SEP participant’s job performance and communicate with them about same.
   H. Submit an invoice of $28,000 to the Employer-Sponsor for payment of costs for seven (7) SEP participants.
II. CMP shall do the following:
A. Provide a safe and nurturing workplace that complies with the goals of this program and California youth employment laws
B. Maintain communication with the SEP Program Coordinator, Rev. Teirrah McNair at OEPA, regarding any issues of importance to the youth assigned to your site, including but not limited to the following:
   1. Injuries sustained on the job;
   2. Complaints of discrimination made by or about the youth;
   3. Comments made by the youth regarding safety issues related to that youth outside of the workplace;
   4. Absences or dismissals from the workplace.
C. Assist youth in keeping a timesheet provided by OEPA, and submitting it in a timely fashion. This timesheet will be signed by a supervising adult from your organization and must be delivered in person to OEPA no later than 5:00 p.m. on the due dates. **Faxed timesheets will not be accepted.** Participants may only work for 30 hours a week.
D. Allow each SEP youth to participate in two (2) Pay Day workshops, beginning at 3:30 PM on Thursday, July 11, 2019 and Thursday, July 25, 2019.
E. Submit Employer-Sponsor payment of $28,000 to OEPA upon receipt of invoice, covering cost of seven (7) SEP participants assigned to work at CMP. This payment represents a cost of $4,000 per participant and includes the following: a salary/stipend per participant of $2,520; taxes and related payroll expenses of $353 per participant and related services costs of $1,127 per participant for training, Peer Mentor oversight, Community Career Mentor support, incentives and special events including a graduation celebration.

III. **EQUAL OPPORTUNITY AND NONDISCRIMINATION OBLIGATIONS**

**Nondiscrimination Clause**
The partners in this MOU agree that they will not discriminate in employment practices or services on the basis of gender, age, race, color, creed, religion, national origin, disability or veteran’s status, or on the basis of any other classification protected under state or federal law.

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Sponsored Employment Program Coordinator, OEPA  Date: 6-25-19

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City Manager  Date: 6-28-19

Employer-Sponsor, City of Menlo Park

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Executive Director, One East Palo Alto  Date: 6/25/19