WORKSITE AGREEMENT

A Worksite Agreement is hereby executed between the

(WIOA Program Operator)

and

(Employer)

(hereinafter referred to as the Worksite), pursuant to the Workforce Innovation and Opportunity Act of 2015.

1. This agreement will entail only financial obligations as follows:
   1. It is understood that WIOA Work Experience participants will receive a monetary incentive from the WIOA Program Operator for work performed and work readiness skills learned at the worksite. Accident insurance is provided by the WIOA Program Operator.
   2. The worksite organization is in no way financially responsible for participants.
2. This WIOA Program Operator’s Career Specialist will provide program orientation to all worksite supervisors prior to commencement of work activities by participants.
3. WIOA participants will be assigned to worksites contingent upon coordination and agreement between the Career Specialist and the worksite on the basis of individual participant needs, abilities and the availability of sufficient, meaningful, and well-supervised work. No participant will be permitted to work, be trained, or receive services in buildings, surroundings, or other conditions which are unsanitary, hazardous, or dangerous to his or her health.
4. Individuals responsible for the worksite operations will insure that all work assignments are adequately and competently supervised at all times. This includes, but is not limited to the following:
   1. Orientation of participants to the specific work station duties and safety rules.
   2. Assignment of participants’ task(s) in relation to their ability to perform and in conjunction with the requirements of the task assigned.
   3. Instruction, supervision, and evaluation of participants’ performance.
   4. Maintaining communication with the Career Specialist concerning participant progress and notifying the WIOA Program Operator immediately of any significant participant problems encountered.
   5. Removal from a worksite of a participant will be the prerogative of the worksite. Termination from the program will remain the prerogative of the Career Specialist.
5. The worksite supervisor will ensure that participant prepares and maintains a daily attendance record, completed in ink. The worksite supervisor shall review timesheet for accuracy, sign and submit to the Career Specialist as required by the WIOA Program Operator.
6. The worksite will provide sufficient equipment and/or materials to perform assigned tasks. Participants will be using the following equipment/tools:

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1. The worksite will comply with all applicable Federal, State and local child labor laws.
2. The worksite will ensure that their program is not in violation of the Maintenance of Effort Provisions.
3. The worksite will not engage in prohibited sectarian activities.
4. Participants are not allowed to engage in political activities during the hours in which they are participating in a position involving political activities in the office of an elected official.
5. No participant is required to join a union as a condition for enrollment in WIOA.
6. The number of participants to be enrolled at this worksite is \_\_\_\_\_\_\_\_\_\_\_\_\_.

The supervisor-to-participant ratio is \_\_\_\_\_\_\_: \_\_\_\_\_\_\_.

1. The number of hours of participation per week per participant is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
2. Listed below are the type(s) of tasks at this worksite:

|  |
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1. The WIOA Program Operator or his/her designee will have the right to visit the worksite for monitoring and evaluation of participant operations at any reasonable time during normal worksite operating hours.

1. Adherence to the rules and regulations governing the program will be the responsibility of the worksite. The Career Specialist will be responsible for providing such rules and/or changes to the worksite.

The Worksite Agreement is effective on \_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_, and will remain in effect until the \_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_\_\_, unless terminated sooner by written notice by either party to the other.

|  |  |
| --- | --- |
| WIOA PROGRAM OPERATOR | WORKSITE - ORGANIZATION |
|  |  |
| As Career Specialist, I certify that the worksite has been |  |
| checked for safety regulations and the worksite appears |  |
| to meet safety standards and no apparent hazardous | I certify that the worksite has been provided a copy of this |
| conditions exist. | Agreement. |
|  |  |
|  |  |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Signature | Signature |
|  |  |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

# WORK EXPERIENCE

**STATEMENT OF ENTITLEMENT**

1. This statement describes the terms and conditions agreed to by the participant and the WIOA Program Operator. The Program Operator will fully explain the following information and will not sign this statement until the information in Part B is completed. The participant will not sign this statement until the Program Operator completes the information in Part B.

This statement is not a guarantee that the participant will complete the maximum allowable number of hours assigned, even though the participant has not obtained unsubsidized employment or transferred to another WIOA activity.

If the Worksite’s agreement with the WIOA Program Operator ends before the participant has completed the maximum allowable hours, the participant may be terminated unless the worksite agreement is extended.

If the worksite agreement is extended and the participant’s enrollment is also extended, this statement can be changed in ink with changes initialed by the participant and the Program Operator.

1. The participant has been accepted into the Program Operator’s Work Experience program and is entitled to the following, as applicable:

|  |  |
| --- | --- |
| INCENTIVE | |
| Gross Hourly Incentive |  |
| Maximum Work Hour/Week | \* |
| Not to exceed Total Hours\*\* of |  |
| Or Total Weeks \*\* of |  |
| Assignment Site Start Date |  |
| Projected Ending Date |  |

\* In-school youth may exceed this number when school is not in regular session.

\*\* Whichever applies.

Assigned task will be performed for the following Worksite (if applicable):

Name (Worksite): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address (Worksite): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Job Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

C: I certify that Parts A and B above have been fully explained to the participant.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Program Operator Date

I certify that I fully understand Parts A and B as explained by the Program Operator.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Participant Parent/Guardian Date

##### WORKSITE AGREEMENT ADDENDUM

Worksite: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Work Schedule: [ ] AM [ ] PM To [ ] AM [ ] PM

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | Participant Name |  | Birth Date |  | Date Assigned |  | Date Terminated |  | Emergency Contact/ Phone |
|  |  |  |  |  |  |  |  |  |  |
| 1. |  |  |  |  |  |  |  |  |  |
| 2. |  |  |  |  |  |  |  |  |  |
| 3. |  |  |  |  |  |  |  |  |  |
| 4. |  |  |  |  |  |  |  |  |  |
| 5. |  |  |  |  |  |  |  |  |  |
| 6. |  |  |  |  |  |  |  |  |  |
| 7. |  |  |  |  |  |  |  |  |  |
| 8. |  |  |  |  |  |  |  |  |  |
| 9. |  |  |  |  |  |  |  |  |  |
| 10. |  |  |  |  |  |  |  |  |  |
| 11. |  |  |  |  |  |  |  |  |  |
| 12 |  |  |  |  |  |  |  |  |  |

Worksite Supervisor

I certify that I have received supervisory training/orientation, a copy of the worksite supervisor’s manual, and a copy of the original worksite agreement.

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| --- | --- | --- | --- | --- | --- | --- | --- |
|  | Type Name |  | Title |  | Signature |  | Date |
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| 2. |  |  |  |  |  |  |  |
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| 7. |  |  |  |  |  |  |  |
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**STATEMENT OF EMPLOYABILITY SKILLS**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **OCCUPATION:** |  |  |  | **CONTRACT NO:** |  |
| **’NET CODE:** |  |  |  | **SVP CODE:** |  |
| **PROGRAM OPERATOR:** | |  | | | | |
| **NO. OF SLOTS:** |  |  |  | **PROGRAM ACTIVITY:** |  |

##### TRAINING OUTLINE

**Provide your Job Description of this occupation as performed in your company:**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  | | | | Outstanding Proficiency | Satisfactory Proficiency | Partial Proficiency | No Proficiency |
| Provide an outline of training, skills to be learned, hours required to master each skill areas, and when training is complete have the Worksite Representative will rate the Participant’s proficiencies in each skill to be learned. | | | |
|  | | | |
|  | | | |
| EMPLOYABILITY SKILL TO BE LEARNED | | Hours Assigned | |
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|  | |  | |  |  |  |  |
| Total | |  | |  |  |  |  |
| Comments: Participant proficiency levels will be determined by: Worksite Representative | |  | |  |  |  |  |
| a. Observation of worksite representative | |  | |  |  |  |  |
| b. Completion of on-hands experience of task indicating satisfactory performance | | |  |  |  |  |  |
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|  |  | | |  |  |  |  |
| WORKSITE REPRESENTATIVE SIGNATURE | STAFF SIGNATURE | | | DATE | | | |
|  |  | | |  |  |  |  |