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**Workforce Innovation and Opportunity Act (WIOA)**

**WORK EXPERIENCE WORKSITE AGREEMENT**

This establishes an agreement between

*(WIOA Adult/DW Services Provider)*

and . *(Please Select) 🞏 Public 🞏 Non-Profit 🞏 Private for Profit* *(Name of Worksite Agency)*

herein after referred to as “Worksite” to provide subsidized or unsubsidized internship/work experience to eligible individuals participating in the Rivers East Workforce Development Board’s Work Experience Program authorized and funded under the Workforce Innovation and Opportunity Act (WIOA). The WIOA Adult/Dislocated Worker Services Provider and the Worksite will work together to provide a short-term work experience component which is valuable and meaningful for both the participant and the organization/worksite.

Work experience job assignments will be consistent with each WIOA participant’s capabilities and interest and in an occupational field or specific job in which he/she has minimal or no prior work experience. WIOA funded work experience job assignments are expected to help individuals gain the skills and experience they need to succeed in the workplace and obtain unsubsidized employment.

**TERM:** This agreement will take effect on and terminate no

later than .

**This Worksite Agreement provides the following assurances:**

1. Only those participants referred to and declared eligible by the WIOA Adult/DW Services Provider as Work Experience participants will participate under this agreement.
2. Participants will be informed of the supervisor's name, role and responsibilities. Participants will relay any problems that might arise to that supervisor. The Worksite will notify the WIOA Adult/DW Service Provider staff if difficulties arise which the worksite supervisor and participant are unable to resolve. WIOA Adult/DW Service Provider staff and/or Worksite supervisor may recommend termination or transfer of the participant if the situation or problem is not resolved.
3. No WIOA participant shall be employed or job opening filled (A) when any other individual is on layoff from the same or any substantially equivalent job, or (B) when the Worksite has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under this Act.
4. The participating Worksite has not relocated this establishment and commenced operations in the past 120 days, where the relocation resulted in the loss of employment at the original location.
5. Equal Employment Opportunity and Nondiscrimination: The Worksite assures that no person on the grounds of race, creed, color, disability, national origin, sex, age, political affiliation, or beliefs, will be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under the Workforce Innovation and Opportunity Act.
6. The WIOA Adult/DW Service Provider is responsible for payroll processing for WIOA participants. Time sheets must be maintained that document participant’s sign in when reporting to work each day, sign out for lunch, sign in when returned from lunch and sign out at the completion of the specified number of hours each day as described in this agreement. No one else is allowed to sign a participant in or out.
7. All requirements and regulations governing the WIOA program will be upheld.
8. This agreement will be maintained at the Worksite and available for review by federal, state and Rivers East Workforce Development Board representatives.

**All Worksites Agree to:**

1. Comply with the Fair Standard Act, current child labor laws and appropriate North Carolina State and Federal Labor Laws/standards including ADA and OSHA regulations.
2. Have a contingency plan for inclement weather when the regular Worksite is designated as out-of-doors.
3. Provide adequate full-time supervision of each WIOA participant by qualified supervisors. When the regular Worksite Supervisor is unavailable, an alternate supervisor will be designated.
4. Provide sufficient equipment and/or materials provided to carry out work assignments.
5. Provide sufficient, meaningful work to keep WIOA participants fully occupied during work hours.
6. Provide a safe and sanitary work environment.
7. Oversee the maintenance and certify as accurate, records of participant’s time and attendance.
8. Notify the WIOA Adult/DW Service Provider within 24 hours of any accidents, special situations or unusual occurrences.
9. Evaluate each participant as agreed upon and required by the WIOA Adult/DW Services Provider.
10. Provide participants with appropriate breaks and lunch hour.

**In addition to the items listed above, an employer providing a work experience for an adult or dislocated worker participant also agree to:**

1. Provide a letter of intent to hire that will be attached to this Agreement.
2. Serve as worksite for no more than 320 hours. If the Local Area approved less than 320, please record maximum hours here:
3. Worksites will be required to maintain a retention rate of 66% of participants placed in WIOA work experience activities. There will be an implied expectation to hire the WIOA participant, into a full-time position, at the completion of the work experience. Additional work-based learning funds, through our On-the-Job Training Program, may be utilized after the participant has been hired, to continue assisting the Worksite.

If a worksite does not offer the ‘implied’ full-time job, per the letter of intent, and it is determined

the employer has fallen below the 66% rate, the following will occur:

 Level 1: Warning – 90 days

 Level 2: Worksite is suspended from using the program for six months

 Level 3: Worksite is suspended from using the program for one year

 Level 4: Removed from eligible worksite list

**The WIOA Adult/Dislocated Worker Services Provider Agrees To:**

1. Provide orientation to the work experience participants on program purposes and policies and procedures.
2. Ensure each participant has basic work readiness skills and are ready for work.
3. Provide the Worksite with a list of eligible participants who are available to work.
4. Provide the Worksite with instructions and procedure forms as may be required.
5. Assure that immediate Worksite Supervisors and their alternates will receive orientation as to their duties and responsibilities.
6. Notify Worksite in case of any change in any participant's status and availability to work.
7. Provide labor market information, career exposure activities, counseling and supportive services to the participants as determined to enhance the program for the participant.
8. Pay participant(s) the prevailing wage as set forth by the Rivers East Workforce Development Board Policy.
9. Obtain and maintain Worker's Compensation Insurance to cover all WIOA participants engaged in internship or work experience at the worksite.

**DRUG FREE WORKPLACE**:

The worksite and the WIOA Adult/DW Services Provider shall maintain a policy of a drug free workplace. All enrollees shall sign a certification during the application process acknowledging that they understand the WIOA Adult/DW Services Provider’s drug free policy and agree to abide by the provisions of that policy.

**PROPERTY DAMAGE AND GENERAL LIABILITY:**

The Rivers East Workforce Development Board and Mid-East Commission shall not be held liable for any person or property damage.

**WORK ACTIVITIES**

A written job description must be attached to this agreement. The job description must include:

(1) Accurate description of required duties and responsibilities;

(2) Hourly wage for position;

(3) The days and hours to be worked (not to exceed 29 hours per week).

If the WIOA participant’s job duties at the Worksite change, the Worksite agrees to notify the WIOA Adult/DW Service Provider immediately so that this agreement may be modified.

**TIME, ATTENDANCE AND COMPENSATION:**

Accurate time and attendance records will be kept by the supervisor for each WIOA participant. Records will reflect the time actually worked by the participant. ***. Participants will not be paid for time not engaged in work duties, including absences, lunch periods, vacation time, or holidays.***

**MONITORING:**

It is mutually understood and agreed that the WIOA Worksite may be monitored by the Rivers East Local Area staff, NC Division of Workforce Solutions, and/or the US Department of Labor. The WIOA Adult/DW Service Provider will monitor the Worksite based on a planned schedule at least once during the term of this agreement. The Worksite supervisor shall maintain current and accurate time and attendance records, and will cooperate fully to provide staff with worksite information or records as required in a timely fashion.

**SUPERVISION:**

Worksite supervisors must be experienced in the work to be performed by the WIOA participant and in supervising entry-level employees. Worksite supervisors should encourage and expect participants to demonstrate good work habit, satisfactory job performance, and positive attitudes about work.

Work activities will be performed under the supervision of the person(s) listed below:

|  |  |  |
| --- | --- | --- |
| **Lead Supervisor Name** | **Lead Supervisor Job Title** | **Lead Supervisor Phone Number** |
|  |  |  |
| **Alternate Supervisor Name** | **Alternate Supervisor Job Title** | **Alternate Supervisor Phone Number** |
|  |  |  |

**AUTHORIZED SIGNATURES:**

|  |  |
| --- | --- |
| WIOA Adult/DW Services Provider Name *(Printed)* | Worksite Authorized Person Name *(Printed)* |
| WIOA Adult/DW Services Provider Authorized Signature | Worksite Authorized Person Signature\* |
| Date Signed: | Date Signed: |
| Mailing Address: | Mailing Address: |
| Main Telephone Number: | Main Telephone Number: |
| Email: | Email: |
| Cell Number (if applicable): | Cell Number (if applicable): |

*\*If a Corporate Worksite, you must be authorized to sign a legally binding document on behalf of the Corporation*

WIOA Adult/DW Program Manager Signature/Approval and Date

Physical Address of Actual Worksite if Different From Worksite Listed Above:

|  |  |
| --- | --- |
| Worksite Name: |  |
| Physical Address: |  |
| Telephone Number: |  |

WIOA Adult/DW Work Experience Participant Assigned:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **#** | **Participant’s Name** | **Age** | **Job Title** | **Telephone #** | **Start Date** | **End Date** |
| **1** |  |  |  |  |  |  |
| **2** |  |  |  |  |  |  |

Out of Doors Worksite

If this is an out-of-doors worksite, the following rainy-day activities will be conducted:

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**MODIFICIATION**

The Work Experience Worksite Agreement may require changes for which a modification is necessary. Reasons for a modification include but are not limited to:

* To extend the end date of training due to illness or equipment failures at the place of business.
* To correct errors in the original job description.
* Cancellation.
* To extend the end date in order to ensure satisfactory skill attainment.
* Other *(please explain)*:

The Worksite and the WIOA Adult/DW Service Provider agree that this Work Site Agreement shall be modified as stated:

Except as hereby modified, all other terms and conditions of this Work Site Agreement remain unchanged and in full force and effect. The effective date of this modification is . The Worksite and the WIOA Adult/DW Service Provider mutually agree to abide by the terms and conditions stated and do hereby execute this modification in keeping with our respectively authority.

WIOA Adult/DW Services Provider Printed Name

WIOA Adult/DW Services Provider Signature Date Signed

Worksite Authorized Person Printed Name

Worksite Authorized Person Signature Date Signed

WIOA Adult/DW Program Manager Printed Name

WIOA Adult/DW Program Manager Signature Date Signed