

WORKSITE AGREEMENT

A Worksite Agreement is hereby executed between

[_____]

and

[_____]

(hereinafter referred to as the Worksite), pursuant to the Workforce Innovation and Opportunity Act of 2014.

- A. This agreement will entail only financial obligations as follows:
 - 1. It is understood that WIOA Work Based Learning participants will receive allowances from the WIOA Program Operator for work performed at the worksite. Worker's Compensation insurance is provided by the WIOA Program Operator.
 - 2. The worksite organization is in no way financially responsible for participants.
- B. This WIOA Business Services Manager will provide program orientation to all worksite supervisors prior to commencement of work activities by participants.
- C. WIOA participants will be assigned to worksites contingent upon coordination and agreement between the WIOA Program Operator and the worksite on the basis of individual participant's needs and capability 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.
- D. Individuals responsible for the worksite operation 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 for which hired.
 - 3. Instruction, supervision, and evaluation of participants' performance.
 - 4. Maintaining communication with the WIOA Program Operator concerning participant progress and notifying the contractor 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 Program Operator.
- E. The worksite will prepare and maintain a daily, accurate time sheet and attendance record, completed in ink, and report participant time and attendance to the Career Specialists as required by the WIOA Program Operator.
- F. The worksite will provide sufficient equipment and/or materials to conduct the program. Participants will be using the following equipment/tools:

- G. The worksite will comply with all applicable Federal, State and local laws.

- H. The worksite will ensure that their program is not in violation of the Maintenance of Effort Provisions.
- I. The worksite will not engage in prohibited sectarian activities.
- J. Participants are not allowed to engage in political activities during the hours in which they are being paid or employed in a position involving political activities in the office of an elected official.
- K. No participant is required to join a union as a condition for enrollment in WIOA.
- L. The average number of participants to be enrolled at this worksite is _____.
The supervisor-to-participant ratio average is _____:_____.
- M. The average number of hours of work per week per participant is _____.
No participant can be paid overtime with WIOA funds.
- N. Listed below are the type(s) of work activity at this worksite:

- O. The WIOA Program Operator or his or her designee will have the right to visit for monitoring and evaluating the worksite participant operations at any reasonable time during normal worksite operating hours.
- P. Adherence to the rules and regulations governing the program will be the responsibility of the worksite. The WIOA Program Operator 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.

As the Business Services Manager, I deem that the worksite has been checked for safety regulations and the worksite appears to meet safety standards and no apparent hazardous conditions exist.

WORKSITE – ORGANIZATION

I certify that the worksite has been provided a copy of this Agreement.

By: _____
Signature

By: _____
Signature

Date: _____

Date: _____

WORKSITE AGREEMENT ADDENDUM

Worksite: _____

Address: _____ **Phone:** _____

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

	<u>Participant Name</u>	<u>Birth Date</u>	<u>Date Assigned</u>	<u>Date Terminated</u>	<u>Emergency Contact/ Phone</u>
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____
8.	_____	_____	_____	_____	_____
9.	_____	_____	_____	_____	_____
10.	_____	_____	_____	_____	_____
11.	_____	_____	_____	_____	_____
12.	_____	_____	_____	_____	_____
13.	_____	_____	_____	_____	_____
14.	_____	_____	_____	_____	_____

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.

	<u>Type Name</u>	<u>Title</u>	<u>Signature</u>	<u>Date</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____

TOTAL HOURS

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Comments: Participant proficiency levels will be determined by: Training Representative

- a. Observation of employer performance
- b. Completion of on-hands experience of task indicating satisfactory performance

TRAINING REPRESENTATIVE SIGNATURE

STAFF SIGNATURE

DATE