



This Work Experience Worksite Agreement is hereby executed between:

hereinafter referred to “WIOA Program Operator”,

and

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

This agreement will entail only financial obligations as follows:

1. It is understood that the 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. Liability insurance is provided by the WIOA Program Operator. The Worksite carries the appropriate insurance for its operations at the worksite.
2. The Worksite organization is in no way financially responsible for participants.

The WIOA Program Operator will provide program orientation to all Worksite supervisors prior to commencement of work activities by participants.

Work experience participants will be assigned to the Worksite contingent upon coordination and agreement between the WIOA Program Operator and the Worksite on the basis of individual participant needs, abilities and the availability of sufficient, meaningful and well-supervised work. Participants may work up to a maximum of 300 hours; however, the participants are not entitled to any minimum number of hours. No participant will be permitted to work, be trained or receive services in building, surroundings or other conditions which are unsanitary, hazardous or dangerous to his or her health.

Individuals responsible for the Worksite operations will ensure that all work assignments are always adequately and competently supervised. This includes, but is not limited to the following:

1. Orientation of participants to the specific worksite 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(s) assigned;
3. Instruction, supervision and evaluation of participants’ performance; and
4. Maintaining communication with the WIOA Program Operator concerning participant progress and notifying the WIOA Program Operator immediately of any significant problems encountered. Removal of the participant from a Worksite will be the prerogative of the Worksite but termination from the WIOA Program will remain the prerogative of the WIOA Program Operator.

The worksite will prepare and maintain a daily attendance record, completed in ink, and report participant attendance to the WIOA Program Operator on a biweekly basis in accordance with the pre-established pay period.

The Parties agree and acknowledge that the Work Experience Participant neither is an employee nor agent of the Worksite and is not authorized to act as an employee or agent of the Worksite. The Work Experience Participant shall not be entitled to any benefits offered to the Worksite’s employees, including without limitation, worker’s compensation, health care coverage (whether under the Affordable Care Act or otherwise), disability insurance, vacation or sick pay, and nothing contained herein shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent or master and servant, or employer and employee between the Work Experience Participant and the Worksite, or any affiliates or subsidiaries thereof. Moreover, nothing contained herein shall be deemed to provide the Work Experience Participant or the WIOA Program Operator with the right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the Worksite. At no time shall the Worksite be obligated to hire or offer to



hire the Work Experience Participant as an employee of the Worksite or to engage the Work Experience Participant in any other capacity, including as an independent contractor.

The worksite will provide sufficient equipment and/or materials to perform the assigned task(s). This equipment/tools/safety equipment will include the following:

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The worksite will comply with all applicable Federal, State, and local child labor laws. The worksite will ensure that their program is not in violation of the Maintenance of Effort Provisions. The worksite will not engage in prohibited sectarian activities. 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. No participant is required to join a union as a condition for enrollment in WIOA.



General Worksite Information

Number of participants enrolled under this agreement: _____

Supervisor-to-Participant ratio: _____

Types of tasks at this worksite:

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

Adherence to the rules and regulations governing the program will be the responsibility of the worksite. The WIOA Program Manager will be responsible for providing such rules and/or changes to the worksite.

This 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

As Program Manager, I certify that the worksite has been checked for safety regulations and the worksite appears to meet safety standards. No apparent hazardous conditions exist.

Program Manager Signature **Date**

Program Manager Name (Printed)

WORKSITE

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

Worksite Representative Signature **Date**

Worksite Representative Name (Printed)



Statement of Entitlement

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 Agreement 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 the changes initialed by the participant and the Program Operator.

The academic component of this work experience is _____ and will be completed prior to during the on-site work experience (this is not provided by the worksite).

The participant has been accepted into the Program Operator's Work Experience/Internship program and is entitled to the following, as applicable:

Incentive Information

Gross Hourly Incentive: _____
Maximum Work Hours Per Week*: _____
Not to exceed total hours of: _____
Assignment Start Date: _____
Projected End Date: _____
Actual End Date: _____

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

Worksite Information

Worksite Name: _____
Worksite Street Address: _____
Worksite City/State/Zip: _____
Job Title: _____

I certify that the above information has been fully explained to the participant.

WIOA Program Manager Signature **Date**

WIOA Program Manager Name (Printed)

I certify that I fully understand the above information as explained by the Program Operator.

Participant Signature **Date**

Participant Name (Printed)

Statement of Employability Skills

Position Information

Job Title/Occupation: _____

DOT Code: _____

SVP Code: _____

Program Activity: Work Experience Internship

Training Outline

PLEASE PROVIDE A JOB DESCRIPTION OF THIS OCCUPATION AND ATTACH TO THIS AGREEMENT.

Final Evaluation

Employability Skills to be filled out at onset of Worksite Agreement

<p align="center"><i>Please provide an outline of training, skills to be learned, and hours required to master each skill area. Proficiency should be rated at the completion of the Worksite Assignment.</i></p>		Outstanding Proficiency	Satisfactory Proficiency	Partial Proficiency	No Proficiency
Employability Skills to be Learned	Hours Assigned				

Additional Comments:

Worksite Representative Signature	Date
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WIOA Program Operator Signature	Date
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