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

**Work Experience (WEX) Worksite Agreement**

This Agreement is made between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (WIOA Title I Service Provider) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (WIOA Worksite) a **□ public □non-profit or □ private for profit business or organization** to provide subsidized or unsubsidized internship/work experience to eligible youth, adults, and/or dislocated workers participating in the [Local Area Workforce Development Board name] Workforce Development Program**,** authorized and funded under the Workforce Innovation and Opportunity Act (WIOA). Under this Agreement, participants will be provided a short-term work experience 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 interests 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[date] and terminate no later than \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [date].

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

1. There will be sufficient, meaningful work to keep WIOA participants fully occupied during work hours;
2. Work will be conducted in a safe work environment;
3. There will be adequate full-time supervision of each WIOA participant by qualified supervisors;
4. The Service Provider or WDB will obtain Worker’s Compensation Insurance to cover all WIOA participants engaged in internship or work experience at a worksite;
5. The participating Worksite will notify WIOA Service Provider staff if difficulties arise which the Worksite supervisor and participant are unable to resolve. WIOA Service Provider staff will attempt to find a mutually satisfactory solution. The WIOA Service Provider staff and/or Worksite supervisor may recommend termination or transfer of the participant if the situation or problem is not resolved;
6. There will be adequate oversight and review of each participant’s time and attendance;
7. There will be sufficient equipment and/or materials provided to carry out assignments;
8. This agreement will be maintained at the Worksite and available for review by federal, state, and WDB representatives;
9. All requirements and regulations governing the WIOA program will be upheld;
10. Worksite supervisors will adhere to existing state and federal labor standards;
11. 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;
12. 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;
13. *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;
14. The Local Area WDB will determine payroll responsibility.

**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 40 hours per week).

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

**Time and Attendance and Rate of Pay**

Accurate time and attendance records will be kept by the Worksite 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 [Local Area WDB], NCDWS , and/or the USDOL. The WIOA Service Provider will monitor the Worksite based on a planned schedule at least once during the term of this agreement. The Worksite supervisor will 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 habits, satisfactory job performance, and positive attitudes about work.

**Authorized Signatures:**

**Worksite Representative**

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

Print Name Signature Date

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

Print Title

Worksite Business Name and Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

\* This form is a reference and can be used as a guide if you have other forms you prefer to use.

[Insert WDB Name Here]

 **[Insert Work Experience Provider Name Here]**

**Work Experience (WEX) Agreement**

 Section 1: General Information

|  |  |  |
| --- | --- | --- |
| Please complete the following: |  |  |
| Trainee Name:       | Job Title:       |
| O\*NET Code:       | SVP Code:       | Hourly Starting Wage:$       | Hourly Ending Wage: $       |
| Maximum Training Hours:       | Worksite Name:       | Worksite Address:      |
| Trainee Supervisor:       | Title:       | Phone/Email:       |
| Employer Representative Name:      | WIOA WEX Agency Representative:      | WIOA WEX Agency Representative Contact Info:      |
| Pay Schedule: Weekly [ ]  Monthly [ ] Bi-Weekly [ ]  Other [ ]        | Pay Day:      Period Covered:       | Ratio Of Trainees To Supervisor:       |

\* This form is a reference and can be used as a guide if you have other forms you prefer to use.