

**Department of Workforce Development**  
**Hire Heroes: Wisconsin Transitional Jobs Program for Veterans**  
**Worksite Agreement**

1. This agreement is entered between the Host (employer)  
(Employer legal name) \_\_\_\_\_  
(Employer Address) \_\_\_\_\_

and State of Wisconsin, Department of Workforce Development (DWD), 201 E Washington Madison, WI 53707

2. Agreement effective date: \_\_\_\_\_ to \_\_\_\_\_.
3. The purpose of this agreement is to establish rights and responsibilities of both parties.
4. HOST agrees to place at least 1 subsidized worker (SW) in a subsidized job at one of its worksites.
5. HOST agrees that the SW will be properly supervised and treated as a regular employee of the HOST. The HOST agrees to train the SW in the skills and trades necessary for the SW to perform an adequate job and to conduct regular performance evaluations. Any training will occur during the normal work week and will not be separately compensated to the HOST.
6. The Host will be the EMPLOYER OF RECORD and will be responsible for: (a.) all I-9 forms, (b.) all wages and payment, (c.) all payroll taxes, (d.) unemployment insurance taxes where applicable, (e.) worker's compensation insurance where applicable and (f.) all applicable reporting to the Internal Revenue Service.
7. DWD will reimburse participating employers with the wage subsidy (federal minimum only), federal social security and Medicare taxes, state and federal unemployment insurance contributions or taxes, and worker's compensation insurance premiums.
8. The Host is responsible for any additional federal social security, Medicare or taxes, required as a result of paying more than the subsidy.
9. HOST agrees that the SW will work at least 20 hours, but not more than 40 hours, weekly. HOST agrees that the employment length of any SW will not exceed 1,040 hours, inclusive of all time spent on training and orientation (on and off-site). Host employer agrees to pay SW on the same schedule and frequency as all other employees.
10. HOST agrees to submit hours worked by the SW to the DWD Hire Heroes Coordinator monthly by the 5<sup>th</sup> day of following month. Host will ensure accuracy and verifying hours worked. Verification of hours worked will be transmitted by the HOST through e-mail to the designated DWD representative.
11. The HOST agrees to maintain and preserve the confidentiality of SWs as it would any of its employees.
12. HOST agrees to provide the SW with job experience, skills acquisition and meaningful work that is relevant to the HOST business/job functions, or in the associated business sector.
13. DWD agrees to provide the HOST with SW personnel information when requested in writing and when both parties agree to the appropriateness of the request. HOST will maintain contact with the DWD Hire Heroes Coordinator or DWD assigned case manager, and provide feedback on the SW's performance, evaluations, name and contact information of immediate supervisor and other related information.
14. The HOST will provide, at its own expense, the SW with any tools, equipment, safety gear and/or uniforms required to perform the work at the worksite.
15. The HOST affirms that if the worksite is subject to a collective bargaining agreement, the employment of a SW in no way impairs the terms of the contract. The HOST affirms that the SWs are not being employed as replacement workers during a labor dispute or being used to replace any lay-off workers and that no employee has been displaced, terminated or had hours reduced with the sole purpose of employing SWs.

16. HOST agrees that all applicable Federal and State labor laws will govern this agreement. HOST further agrees that it is not knowingly in violation of any law. HOST agrees to report any SW injuries or accidents to the DWD Hire Heroes coordinator within 24 hours of the occurrence.
17. HOST will consider SWs for unsubsidized employment at the end of the employment time frame for each SW. However, providing unsubsidized employment for SWs is not a requirement of this agreement.
18. This agreement may be modified or amended at any time during its term by mutual consent of the parties expressed in writing and signed by the parties. Either party upon thirty (30) days written notice to the other party may terminate this agreement. This agreement, including the rights, benefits and duties hereunder, shall not be assignable without the prior written consent of the other party. Invalidity of any provision, term or condition of this agreement for any reason shall not render any other provision, term or condition of this agreement invalid or unenforceable.
19. When signing this agreement, the Host Worksite certifies that no relationship exists that interferes with fair competition or constitutes a conflict of interest, and no relationship exists between the Host Worksite and another person or organization that constitutes a conflict of interest with respect to this contract. Failure to disclose this will make this agreement null and void.
20. HOST hereby covenants and agrees to indemnify, defend, save and hold harmless DWD, its agents and employees from all liabilities, claims, suits or losses or damages however occurring arising out of this agreement from any and all parties or individuals whatsoever.

<b>HOST Name</b>	<b>FEIN</b>
<b>Address (include street, city, state, zip)</b>	
<b>Contact Person/Title</b>	<b>Phone Number</b>
<b>Email Address</b>	<b>Fax Number</b>
<b>HOST Authorized Signature</b>	<b>Date Signed</b>

  

<b>DWD LVER Signature</b>	<b>Phone Number</b>
<b>Email Address</b>	<b>Fax Number</b>

  

<b>DWD Hire Heroes Coordinator Signature</b>	<b>Date Signed</b>
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DWD is an equal opportunity employer and service provider. If you have a disability and need assistance with this information, please dial 7-1-1 for Wisconsin Relay Service. Please contact the Division of Employment and Training at 888-258-9966 and press 6 to request information in an alternate format, including translated to another language.