WDB

**Work Site Agreement**



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| **Participant Information**  **Participant Details** |
| Name: |
| Worksite: |
| ASSET PIN #: |
| Address: |
| Age: |
| Program:  Adult  Dislocated Worker  In-School Youth  Out-of-School Youth |
| Phone Number: |
| Work Experience Type:  Employment Opportunity  Internship  Job Shadow  On-the-Job Training (OJT)  Paid WEX  Pre-apprenticeship Program  Transitional Jobs  Unpaid WEX |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| **Agreement Details**  *Unpaid Work Experience agreements will skip the wage section of this document.*  *Additional information (detailed work schedule, job description, etc.) may be attached as an addendum to this document.* | | | | | | | | | | | | | | | | | | | | |
| Job Title: |  | | | | | | | | O\*Net Code: | | | | | |  | | | | | |
|  | | | | | | | | | | | | | | | | | | | | |
| Typical Work Hours: | | | | | | | | | Days of the Week: | | | | | | | | | | | |
|  | | to | | | |  | | |  | Monday | | | |  | | Wednesday | | |  | Friday |
| Start Time | |  | | | | End Time | | |  | Tuesday | | | |  | | Thursday | | |  | Saturday |
| Sunday | | | | | | | | | | | | | | | | | | | | |
|  | | | x | |  | | x | $ | | | | x | 1.0765 | | | | = | $ | | |
| No. of Weeks of Training | | |  | | Hours Per Week | |  | Hourly Rate | | | |  | FICA | | | |  | Total Agreement Amount | | |
| Specific Job Description: | | | | | | | | | | | | | | | | | | | | |
| Worksite Special Requirements or Needs (example – background checks or physicals, tools, uniform, etc.): | | | | | | | | | | | | | | | | | | | | |
| Applicable Worksite Rules (time reporting, scheduling, payroll, etc.): | | | | | | | | | | | | | | | | | | | | |
| **Occupational Education Plan**  *Clearly describe the Occupational Education component the participant will complete during the Work Experience.* | | | | | | | | | | | | | | | | | | | | |
| 1. | | | | | | | | | | | | | | | | | | | | |
| 2. | | | | | | | | | | | | | | | | | | | | |
| 3. | | | | | | | | | | | | | | | | | | | | |
| 4. | | | | | | | | | | | | | | | | | | | | |
| **Academic Education Plan**  *Clearly describe the Academic Education component the participant will complete during the Work Experience.* | | | | | | | | | | | | | | | | | | | | |
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| 1. | | | | | | | | | | | | | | | | | | | | |
| 2. | | | | | | | | | | | | | | | | | | | | |
| 3. | | | | | | | | | | | | | | | | | | | | |
| 4. | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | |
| This Agreement is in Effect: | | | |  | | | | | | | to | | | |  | | | | | |
|  | | | | Start Date | | | | | | |  | | | | End Date | | | | | |
|  | | | | | | | | | | | | | | | | | | | | |
| **MODIFICATION STATEMENT:** *This contract cannot be modified in any portion of its content without prior written approval from*  **[INSERT LOCAL POLICY INFORMATION ON APPROVALS]**. | | | | | | | | | | | | | | | | | | | | |
| **FOR INTERNSHIPS ONLY:** *Attach a copy of the intern’s authorization from college/university to include training program.* | | | | | | | | | | | | | | | | | | | | |

**Work Experience Assurances** *[[1]](#footnote-1)***[[2]](#footnote-2)**

1. Provisions of benefits and working conditions at the same level and extent as other employees of similar longevity and doing the same type of work. The worksite is not required to provide unemployment compensation coverage for such employee as the worksite is not the employer of record. Worker’s compensation coverage is also carried by the employer of record and not the worksite.
2. No currently employed worker shall be displaced by the work experience participant such as a reduction in the hours of non-overtime work, wages, or employment benefits. The worksite agrees to place the participant in a position described in the “Agreement Details” section of this document. The worksite also agrees that no participant shall be placed into a position that is currently vacated by an employee who is on layoff, involved in a work stoppage or strike, or is open due to a hiring freeze, or into a position in which the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring the eligible worker. The worksite further agrees that this agreement does not infringe in any way upon the promotional opportunities of current employees.
3. No work experience agreement shall impair: (a) existing contracts for services; or (b) existing collective bargaining agreements, unless the employer and labor organization concur in writing with respect to any elements of the proposed activities which affect such agreement.
4. Adequate supervision will be provided at all times while the work experience participant is on the worksite.
5. The worksite and the employer agrees to comply with the Fair Labor Standards Act and appropriate Wisconsin State and Federal Labor Laws. Additionally, all work activities will be in compliance with current child labor laws.
6. Health and safety standards under Federal and State law are equally applicable to the work experience participant. The worksite activities will be in compliance with ADA and OSHA regulations.
7. As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:
   1. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related to medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity;
   2. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;
   3. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
   4. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
   5. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs.

The grant applicant also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant’s operation of the WIOA Title I-financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

1. The worksite and the participant are to contact the employer in the event of any complaints or grievances initiated by either party. The employer is required to follow the complaint/grievances policies and procedures set forth within their contract with WDB and 29 CFR §38.
2. This agreement may be terminated by either party upon 10 days advanced notification. These program activities are contingent upon Federal and State funding and may be terminated if said funding is discontinued or if said program is not being administered in accordance with this Agreement; rules and regulations of the youth program; or other appropriate laws, ordinances, rules and regulations. Written notification of termination shall be provided to the worksite or the Youth Program service provider, as appropriate.
3. The worksite agrees to comply with the terms of this agreement and DET-funded program regulations.

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| --- | --- | --- | --- | --- | --- | --- | --- |
|  |  | Date: |  | / |  | / |  |
| Participant Signature | Print Name |  | Mo |  | Day |  | Year |
|  |  | Date: |  | / |  | / |  |
| Immediate Supervisor Signature | Print Name |  | Mo |  | Day |  | Year |
|  |  | Date: |  | / |  | / |  |
| Alternate Supervisor Signature | Print Name |  | Mo |  | Day |  | Year |
|  |  | Date: |  | / |  | / |  |
| WIOA Coordinator Signature | Print Name |  | Mo |  | Day |  | Year |

*WDB* *is an equal opportunity employer and service provider.*

*If you have a disability and need assistance with this information, please dial* ***PHONE NUMBER***

*Please contact the WDB at* ***PHONE NUMBER*** *to request free of charge information in an alternate format,*

*including a translation to your preferred language.*



1. EO Assurance Requirements: <https://dwd.wisconsin.gov/wioa/policy/05/05.4.htm>; [29 CFR part 38.25](https://www.ecfr.gov/current/title-29/subtitle-A/part-38/subpart-B/subject-group-ECFRc266e303d57dec5/section-38.25) [↑](#footnote-ref-1)
2. Grievance Procedure Requirements: *WIA Policy Manual, Chapter 9* [↑](#footnote-ref-2)