



# WORK EXPERIENCE AGREEMENT

between

<b>(Provider Agency)</b>	
<b>(Address)</b>	
<b>(Contact Number)</b>	

and

<b>(Worksite Agency)</b>	
<b>(Address)</b>	
<b>(Contact Number)</b>	

## Worksite Information

<b>Organization Name:</b>	
<b>FEIN #</b>	
<b>Supervisor:</b>	
<b>Contact Number:</b>	
<b># of participants:</b>	

<b>Participant Name:</b>	
<b>Contact Number:</b>	

## Position Information:

<b>Job Title:</b>	
<b>Wage per hour</b>	
<b>Start Date:</b>	
<b>End Date:</b>	
<b>Full Budget (maximum allocation)</b>	
<b>Hours per week:</b>	

WEX agreements will be signed by all parties prior to the start of the WEX, including the service provider, employer, and the participant.

### Position Description/Purpose:

<b>Purpose:</b>	
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### Skills Training Plan - Tasks and Duties:

<b>1</b>	
<b>2</b>	
<b>3</b>	
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### **RESPONSIBILITY OF THE WORKSITE EMPLOYER:**

- Be registered with the Internal Revenue Service (IRS) and have an account with the Washington State Employment Security Department for Unemployment Insurance and carry Worker's Compensation Insurance
- Provide an interview and orientation to the employee stating specifically what will be required of the employee during work hours and explaining all safety rules and requirements.
- Provide a written description of the job to be done and the training to be provided.
- Provide appropriate and meaningful work experience, including encouraging safe work habits, supplying materials and tools to properly perform the job, and guaranteeing that there is sufficient work to occupy the employee during the scheduled work hours.
- Agrees to provide on the job training in accordance with the job description, ensuring that the participant is exposed to the normal requirements of the job and customary practices of the employer including personnel practices and policies.
- Designates a supervisor who will mentor, supervise, and provide periodic evaluation of the participant's assignments.
- Inform the Provider Agency the participant's progress on the job and especially of any problems occurring at the worksite.
- Submit evaluations of the participant and program to the Provider Agency on form(s) provided on the date requested.
- Keep an accurate record of actual hours on the job, payroll, benefit and timesheets and present records to be signed by the employee and supervisor to be submitted with invoices and reimbursement. (If eligible, employees may be paid for absences).
- Allow the Provider Agency, the Workforce Development Council of Seattle-King County, the U.S. Department of Labor, and/or their authorized representative access to participants and backup documentation on site for purposes of program review, monitoring, and audit.
- Notify Provider Agency within 24 hours of first learning of an occupational accident or injury affecting the participant and complete the required forms.
- Ensures that the employee is provided with relevant safety instructions and equipment necessary for reasonable protection against injury and damage.
- Follows all Federal and State employment laws regarding employment including those of minors, if applicable.

### **RESPONSIBILITY OF PROVIDER AGENCY**

- Select worksites based on an individual assessment of needs, skills, and interests and the ability of the Worksite Agency to provide the needed supervision and training.
- Recruit, select, and refer to the Worksite Agency individuals who have been assessed as interested and capable of performing the tasks described in the job description.

- Provide the supervisor with an orientation, explaining the purpose of the Work Experience and stating specifically what will be expected of the supervisor.
- If applicable, reimburse the Worksite Agency a wage no less than minimum wage to the participant and ensure the necessary deductions as appropriate. In addition, establish procedures and schedule dates for the pickup and delivery of timesheets and payroll.
- Provide appropriate support to the participant to ensure a successful experience.
- Visit the worksite (in-person or remote) periodically to review the progress of the participant and the conditions at the worksite with regard to WIOA or other funding regulations.
- Provide counseling to the participant during assignment to the worksite and assist the supervisor with problems or participant related issues that may arise.
- Provide all required forms and technical assistance to the participant/trainee or Worksite Supervisor, should it be necessary.

## GENERAL PROVISIONS

**Attendance and Payroll Records:** Worksite Employer agrees to retain attendance records showing hours worked and payroll records showing all deductions taken and wages paid for three years after the completion of the Agreement.

**Overtime:** WEX participants are not authorized to work overtime.

**Vacation/Holiday Pay:** When the primary beneficiary test determines that an employer/employee relationship exists under the Fair Labor Standards Act (FLSA), WEX participants are entitled to vacation and holiday pay when these are offered by a worksite. WEX participants may be entitled to pay sick leave under the Washington Sick Leave Act.

**Nondiscrimination:** No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any such program or activity funded in whole or in part by this agreement on the basis of race, color, religion, sex (including pregnancy, childbirth, and related 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 of programs financially assisted under Title I of the Workforce Innovation and Opportunity Act of 2014 (WIOA). Additionally, Worksite must take reasonable steps to ensure that individuals with limited English proficiency have meaningful access to programs. The assurances at 29 CFR Part 38.25(a)(i) apply to this agreement.

**Displacement:** Ensure that the participant does not displace, layoff or terminate currently employed workers, including partial displacement such as reduction of hours of non-overtime work, wages or employment benefits does not occur, or infringe upon the promotional opportunities of its regular workers.

**Hold Harmless:** The Worksite Employer shall defend, indemnify, hold and save harmless, the Provider Agency and its officers, agents, employees, and funding sources from any and all liabilities and claims of any kind, including costs and expenses for or on account of any suits or damages of any character whatsoever; including death, sickness or injury to persons or property from any cause whatsoever arising from or connected with the operations or the services of the Employers, its agents, representative or employees. The Worksite Employer will maintain a general liability insurance policy during the term of the Agreement.

**Labor Dispute:** A participant will not be referred to an assignment during a labor dispute and will notify Agency of any impending labor dispute when notice is served by the union or bargaining agency.

**Nepotism:** An employer may not hire any participant if a member of the participant family is engaged in an administrative capacity. This includes persons who have selection, hiring, and or supervisory responsibilities for the participant.



**Political Activity:** A participant may not engage in partisan or nonpartisan political activities during work hours. This includes union or anti-union activities.

**Safety:** During the duration of the training the Worksite Agency shall ensure that the participant is safe. Participant is provided with relevant safety instructions and equipment necessary for reasonable protection against injury and damage. No participant will be required or permitted to work or be trained in buildings or surroundings or under working conditions that are unsanitary, hazardous or dangerous to his/her health and safety.

**Sectarian Activities Prohibited:** No Agency reimbursement may be used to support any religious or anti-religious activities. Agency trainees shall not be employed on the construction, operation or maintenance of so much of any facility as is used or will be used for sectarian instruction or as a place of religious worship.

**Termination of Agency Agreement:** Failure to comply with any of the terms and conditions of this Agreement shall constitute grounds for termination. This Agreement may be terminated by either party following written notice to the other party. Dismissal of the participant for gross misconduct will may also result in termination of this Agreement. A reduction of federal funding to Provider Agency shall constitute grounds for termination of this Agreement.

**EFFECTIVE DATE AND DURATION**

**This Agreement shall commence on \_\_\_\_\_ and estimated end date of \_\_\_\_\_**

**I understand and will abide by the general provisions specified in this Agreement.**

<b>Provider Agency:</b>	
<b>Contact Name:</b>	
<b>Signature:</b>	
<b>Date:</b>	

<b>Worksite Employer:</b>	
<b>Contact Name:</b>	
<b>Signature:</b>	
<b>Date:</b>	

<b>Participant Name:</b>	
<b>Signature:</b>	
<b>Date:</b>	