



## Work Experience Worksite Agreement

This Worksite Agreement describes the terms and conditions between \_\_\_\_\_ (Youth Service Provider) and \_\_\_\_\_ (Worksite). The effective date of this agreement is: \_\_\_\_ to \_\_\_\_.

### WORK EXPERIENCE INFORMATION

Participant Name:		O*NET:	
Participant ID:		Duration of WEX (in hours):	

### GENERAL AGREEMENT PROVISIONS

**The Worksite/Worksite Supervisor agrees:**

1. **Work Assignment:** Provide productive work assignments, as agreed upon in the Work Experience Training Plan by the Youth Service Provider and worksite employer and ensure that adequate work is available to keep youth participants busy during working hours. If the Worksite Employer determines that a change of job duties is necessary, the Work Experience Training Plan must be revised with the new/additional job duties and the Youth Service Provider must provide its prior written approval.
  
2. **Employer of Record:** These provisions do not establish an employer/employee relationship between the employer and the youth participant. The Youth Service Provider will be the employer of record, and the relationship between the employer and the youth participant is one of trainer/youth.
  
3. **Termination:** This agreement may be terminated by either party by giving written notice to the other party no less than five working days before the intended termination date.
  
4. **Health & Safety Standards & Training:** Provide safety instructions necessary to reasonably protect the youth against injury and provide them with the necessary equipment to carry out training responsibilities and duties. The worksite supervisor will not allow the youth to use any tools, equipment, or machinery until such time as the Verification of Safety Training has been completed and understands and agrees that the youth participants are prohibited from beginning work assignments until they have been adequately trained and qualified to perform such work assignments.
  
5. **Work Schedule:** Each participant’s dates of placement, maximum number of allowable hours, and work schedule will be outlined in his or her Work Experience Training Plan. The worksite employer is responsible for paying **any** hours worked over the maximum hours allowed or after the last day of work outlined in the Training Plan unless an extended end date is requested and approved by the Youth Service Provider.
  
6. **Time Sheet Responsibilities:** Require that participants accurately and completely record all hours worked on paper or electronic time sheets provided by the Youth Service Provider and verified by the Worksite Supervisor. Worksite Supervisors are encouraged to review each participant’s timesheet, whether paper or electronic, at the end of each week to ensure that time records accurately report the actual hours worked and do not record any hours for unexcused absences, lunch breaks, hours not worked or recreational activities not approved by the Youth Service Provider.

7. **Supervision:** Provide adequate full-time adult supervision of each participant by paid staff members (non-volunteer) and timely, constructive feedback, with a maximum ratio of one adult Worksite Supervisor to two participants. The Youth Service Provider will consider the number of on-site supervisors and a facility's physical size in placement decisions. When the Worksite Supervisor assigned to each participant is unavailable, ensure an alternate supervisor is designated. The Worksite should, whenever possible, inform the Youth Service Provider if a new supervisor is assigned to the participant(s). Assure that sufficient training, materials, and equipment are available to carry out work assignments.
8. **Performance Reviews:** Prepare and submit youth mid-point and post evaluations per the guidelines of the Supervisor's Handbook. The Mid-point performance review should include recommendations to improve the performance of the youth or should document the basis for a decision to terminate further worksite training, if necessary. The final performance review should indicate whether the youth will be retained as a full-time employee.
9. **Worksite Monitoring:** The Worksite Supervisor must ensure the following:
  - a. No currently employed worker will be displaced by a youth. This includes partial displacement such as a reduction in hours of non-overtime work, wages, or employment benefits.
  - b. No training assignment will infringe upon the promotional opportunities of currently employed individuals.
  - c. No youth shall be placed in a position substantially equivalent to positions for which employees have been laid off.
  - d. Ensure that Participants do not engage in political, labor organizing, religious, or non-work-related fundraising activities during work hours.
  - e. Appropriate standards of health and safety and a drug-free workplace will be maintained.
  - f. Adequate insurance will be in effect at all times, provided by the Youth Provider's organization.
10. **Nepotism.** Not providing a training assignment under this program for a member of the owner of the Worksite's immediate family.
11. **Subcontract.** Not subcontract the services of the youth provided under this agreement.
12. **Transportation.** Ensure that the youth participant does not operate a motor vehicle and is not transported offsite to attend meetings or work at different sites during the workday without the express written approval of the Youth Service Provider staff in advance.
13. **Insurance.** Certify that there will be in effect, throughout the term(s) of training, proper personal and property liability insurance, and if required, appropriate bonding. The worksite shall provide proof of said coverage prior to the youth commencing training.
14. **Collective Bargaining.** Obtain the concurrence of the appropriate bargaining entity, when a collective bargaining agreement exists, in order to ensure compliance of the prescribed training with the terms of said agreement.
15. **Confidentiality.** Ensure youth participants are aware of any Worksite policies and procedures with respect to protecting confidential information from disclosure, except to authorized persons.
16. **Discipline.** Not initiate discipline on the youth participant without the written concurrence of the Youth Service Provider.
17. **Youth File Folder onsite.** Maintain a list of participants, their work assignments, schedules, and emergency cards at each worksite as well as a valid work permit for participants under the age of 18.
18. **Inclement Weather and Drinking Water.** Provide adequate indoor work to occupy youth participants during inclement weather and periods when the temperature reaches 105 degrees Fahrenheit when the regular Worksite is designated as out-of-doors. Provide adequate cool water, access to shade, and extra rest periods for participants when the temperature exceeds 95 degrees Fahrenheit. Ensure Participants know how to recognize the symptoms of heat stroke and heat exhaustion and what to do.
19. **Comply with all applicable federal, state, and local laws** and regulations relating to a safe and accessible work environment, including but not limited to, federal and state Occupational Safety and Health Administration ("OSHA") laws and regulations, Americans With Disabilities Act (the "ADA") and its regulations, and the Fair Employment and Housing Act (the "FEHA") and its regulations.

20. **Compliance with OSHA.** Worksite Supervisor and Youth Service Provider, consistent with the manner described in this section, comply with all federal and state OSHA regulations, which apply to the youth participant assigned to the Worksite Supervisor's location. The following describes the general obligations of worksite employer with regard to OSHA compliance:
- a. Youth Service Provider shall provide that its employees are trained in general safe work practices prior to commencement of services for Worksite Supervisor. Worksite supervisor shall ensure that the youth are trained with regard to the specific hazards of and safe work practices before commencing such work and/or training.
  - b. Youth Service Provider may inspect the Worksite Supervisor's worksite before assigning youth to work there. Youth Workforce Program staff and/or Youth Service Provider may do so thereafter on a periodic basis, with prior notification.
  - c. Upon request by Youth Service Provider the Worksite Supervisor will provide documentation of the completion of their OSHA obligations under this section. Worksite Supervisor will include training in its exposure monitoring and sampling programs for the purpose of quantifying employee exposures to chemical, physical, and biological hazards in the youths' assigned tasks. The Worksite Supervisor will inform the youth of the results of such monitoring and sampling in accordance with OSHA requirements. Youth Workforce Program staff, Youth Service Provider, and any youth will be informed of any suspected or known employee exposure in excess of OSHA permissible exposure limits, immediately following the Worksite Supervisor's first knowledge of such overexposure.
  - d. The Worksite Supervisor is to notify the Youth Services Provider within 24 hours of any accidents, special situations, or unusual occurrences. If a Participant is injured or becomes ill, provide first aid or medical attention and notify the Provider immediately, no matter how minor the injury. No more than 24 hours after notice of the injury or illness, the Worksite Supervisor shall file all forms required by the Provider. Furthermore, the Worksite shall cooperate with any injury or illness-related reporting requirements deemed necessary by the Provider.
21. **Compliance with Equal Employment Opportunity (EEO) laws:** Worksite and Provider of Services shall, consistent with the manner described in this section, comply with all federal, state, and local laws requiring equal employment opportunity, and prohibiting discrimination, harassment, and retaliation in the workplace. The following describes the general obligations of the parties with regard to compliance with EEO and nondiscrimination obligations.
22. **Grievance Procedures:** Informal resolution should occur first with the individual(s) directly involved in the issues. If that doesn't work, escalation to the individual's supervisor should occur, followed by involvement of youth provider staff and leadership. If informal resolution is unsuccessful, a formal grievance can be filed. Youth provider staff will assist any youth at this stage by working through the process of filing a formal grievance with the Local Area Workforce Board staff to include the provisions of WIOA, its regulations, or other agreements believed to have been violated.

#### ADDITIONAL DECLARATIONS

This agreement is subject to Title IB of the Workforce Innovation and Opportunities Act and the regulations issued there under, and any service, financial aid, or other benefits provided under this Agreement shall be provided without discrimination due to age, race, color, creed, sex, handicap, or national origin.

Work experience trainees are not employees of the Service Provider, or the employer/training site, but are participants of the WIOA program. Work experience trainees shall comply with rules and policies as outlined by the employer/training site for employees/volunteers of this position with the exception of paid sick leave and annual leave. Work experience trainees shall be covered for injury on the job by the general liability or Worker's Compensation of the Service Provider; or through the Arizona Health Care Cost Containment System (AHCCCS) for TANF recipients.

**Noncompliance of this Agreement** may result in this agreement being terminated by either party by giving written notice to the other party no less than three (3) working days before the intended termination date.

**WORK EXPERIENCE: OCCUPATIONAL AND ACADEMIC TRAINING PLAN**

Participant Name:	Participant ID #
Worksite Name and Work Experience (WEX) Location:	
Participant Job Title:	Work Schedule (Days and Hours):
Participant may work a maximum of ____ hours per week and a maximum of ____ total hours during WEX placement.  The participant shall be compensated for actual hours at the rate of 100% of the hourly wage, not to exceed eight hours per day, and not to exceed 40 hours per week (20 hours if in-school)	
<b>EMPLOYMENT EXPECTATIONS</b>	
Describe the scope of work/duties the participant will be engaged in at the worksite:	
Dress code: (Describe your expectations for employee dress)	

<b>Occupational Educational Plan (Duties)</b>		
Clearly describe the Occupational Education component the participant will complete:	Start Date	End Date
1.		
2.		
3.		
4.		

<b>Academic Educational Plan (Skills)</b>		
Clearly describe the Academic Education component the participant will complete:	Start Date	End Date
1.		
2.		
3.		
4.		

**WEX Worksite, Service Provider & Participant Acknowledgments:**

**WEX Worksite:** As an authorized agent of the WEX Worksite, I hereby acknowledge that the WEX Worksite understands and agrees to the requirements set forth in this agreement, the general provisions and the work experience training plan.

SUPERVISOR NAME:		TITLE:		PHONE:		EMAIL:	
---------------------	--	--------	--	--------	--	--------	--

ADDRESS	City	state	Zip

I have reviewed the attached WEX Training Agreement and the General Contractor Provisions and agree to comply with the requirements therein. I have also reviewed the Supervisor Handbook, which sets forth the expectations and requirements for the ARIZONA@WORK City of Phoenix WEX in more detail. I understand that compliance with these provisions will be monitored.

I understand that any change to the originally agreed-upon schedule, job duties, or placement dates must be pre-approved by provider staff.

---

**Worksite Supervisor's Signature** **Date**

**YOUTH SERVICE PROVIDER:** I hereby acknowledge and accept all conditions as set forth in this agreement, the general provisions and the work experience training plan.

STAFF NAME:		TITLE:		PHONE:		EMAIL:	
----------------	--	--------	--	--------	--	--------	--

ADDRESS	City	state	Zip

---

**Youth Provider's Signature** **Date**

We understand the ARIZONA@WORK City of Phoenix and provider requirements which set forth the rules and expectations about acceptable workplace behavior. I have reviewed the Occupational and Academic Educational Plan and agree to comply with the requirements therein. I understand that I am solely responsible for my actions and agree to comply with all rules.

I will contact the provider staff if I have any questions or concerns.

---

**Participant Signature** **Date**

## VERIFICATION OF HEALTH & SAFETY STANDARDS AND TRAINING

PARTICIPANT NAME:

WORKSITE NAME:

**The Worksite Supervisor must complete this form within the first week of training and place a copy of the original in the participant's file.**

Describe any physical requirements, i.e., standing or stooping, expressed in hours per day, and lifting or carrying, expressed in pounds and hours per day:

---

---

---

My signature below attests that:

1. The facility has a written safety policy that applies to this work site.
  2. A qualified instructor has provided this youth:
    - a. Training on the worksite's safety rules and regulations.
    - b. Detailed instructions in the use of all the tools, equipment, and machinery listed in Section A which this youth will utilize in the performance of his/her job.
    - c. Training in emergency procedures.
    - d. Training in the Worksite Supervisor's Injury and Illness Prevention Program (IIPP), emergency action and fire prevention plans, and all other site-specific safety rules and safety and health programs pertinent to this youth's work assignments.
  3. This worksite shall abide by all applicable ADA and OSHA safety regulations.
  4. This worksite shall prohibit this participant from using any tools, equipment, and machinery for which training has not been provided.
- A. The following is a complete list of all tools, equipment, and machinery this participant will utilize in the performance of his/her job:

<input type="checkbox"/> _____	<input type="checkbox"/> _____
<input type="checkbox"/> _____	<input type="checkbox"/> _____
<input type="checkbox"/> _____	<input type="checkbox"/> _____
<input type="checkbox"/> _____	<input type="checkbox"/> _____

---

**Worksite Supervisor Signature**

**Date**

I have been trained in the use of all tools, equipment, and machinery listed above, and I agree to use only those tools, equipment, and machinery on which I have been trained. I have also been given an orientation on the worksite's safety policies.

---

**Participant Signature**

**Date**

---

**Workforce Supervisor Signature**

**Date**