

**Employment and Training Worksite Agreement**

**Work Experience and Self-Initiated Work Experience assist individuals in building employability skills through actual experience on a job. These two activities are designed to connect community employers with individuals to build skills and maximize their efforts in becoming marketable in the workforce. Work Experience and Self-Initiated Work Experience are unpaid training opportunities designed to benefit both the Employment and Training (E&T) participant and the employer.**

THIS AGREEMENT is between the Regional Workforce Board (RWB) \_\_\_\_\_, for the E&T program and \_\_\_\_\_, referred to in this agreement as the "Employer."

**I. Services to be provided by the Employer**

1. The Employer will provide \_\_\_\_\_ (name of E&T participant) with a non-paid, job training experience, commonly referred to as Work Experience or Self-Initiated Work Experience for \_\_\_ hours per month. The Employer will supervise or designate parties (see #3) to supervise the E&T participant during his or her Work Experience/Self-Initiated Work Experience hours. The designated parties shall verify the participant's completed hours no less than monthly through:

- A signed time sheet
- A letter stating the number of hours completed signed by one of the designated parties
- An email by one of the designated parties
- Other: \_\_\_\_\_

2. The Employer will develop a job description for the E&T participant. The job description will outline the E&T participant's responsibilities while in the position. The job description will also include the type of general tasks or functions the E&T participant is responsible for learning during the work experience. The job description will also indicate to whom the participant reports to. If a job description is not available, the Employer may complete a Job Description Form (Attachment I) for the participant. The job description or completed Job Description Form must be attached to the signed agreement.

3. The parties designated to supervise the E&T participant's hours at the Work Experience/Self-Initiated Work Experience, as well as verify hours completed, include the following individuals:

- a. Name: \_\_\_\_\_ Phone: \_\_\_\_\_
- b. Name: \_\_\_\_\_ Phone: \_\_\_\_\_
- c. Name: \_\_\_\_\_ Phone: \_\_\_\_\_
- d. Name: \_\_\_\_\_ Phone: \_\_\_\_\_

4. The Employer will notify the RWB when one or more of the following situations occur:

- a. The participant did not attend the initial interview,
- b. The participant did not accept a suitable work experience training offer,
- c. The participant quit the work experience activity,
- d. The participant was not accepted in the work experience training program,
- e. The participant has experienced excessive absenteeism, sickness, or other problems, and/or

- f. The participant has secured employment with the Employer.
5. The Employer must provide the necessary instruction, supervision and equipment needed for the participant to perform the assigned job duties.
  6. The Employer must provide the same working conditions to the E&T participant as other employees who work for the employer. Workers' Compensation, but not benefits or salaries, will be provided as stated in Section II.
  7. The Employer shall not, as stated in federal law, displace any employee by a E&T participant. This includes partial displacement such as reduction in the hours of non-overtime work, wages or employment benefits. No participant shall be hired or remain working in any position when the same or equivalent position is vacant for any of the following reasons:
    - ◆ A hiring freeze;
    - ◆ When any regular employee is laid-off from the same or equivalent position, or
    - ◆ When the regular employee has seniority rights to that position as outlined in the Employer's personnel policy or agreement.

**II. Services to be provided by the RWB**

1. The RWB will work with the E&T participant to ensure the recommended hours with the worksite is within the limits of federal law.
2. The RWB will work with the Employer to resolve issues associated with the engagement of the E&T participant named in this agreement while at the Work Experience/Self-Initiated Work Experience.
3. The RWB will provide Worker's Compensation liability and/or claims coverage for the named E&T participant participating in the Work Experience/Self-Initiated Work Experience training opportunity for the duration the participant is enrolled in the E&T program.

**III. The Employer and the RWB Agree:**

1. This agreement shall begin on \_\_\_\_\_ or the date this agreement is signed by both parties, whichever is later.
2. This agreement may be terminated by either party without cause, by giving a 30-day notice. If the Employer designates a new supervising party or contact, the Employer will notify the RWB within 48 hours. If the RWB designates a new contact, the RWB will notify the Employer within 48 hours.
3. The RWB contact person is: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_
4. The Employer's contact person is: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

City \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

5. Signatures:

**EMPLOYER'S REPRESENTATIVE**

**RWB'S REPRESENTATIVE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_