LWIA or Grantee Name: WE Contract No:

# Section 1: Contact Information

*Complete the contact information for the Work Experience Provider and the Worksite.*

|  |  |
| --- | --- |
| Provider Name: | Contact Person: |
| E-mail: | Phone: | Ext.: | Fax: |
| Provider Address (Street, City, State, ZIP Code): |
| Worksite Name: | Contact Person: | F.E.I.N.#: |
| Contact Title: | E-mail: | Phone: | Ext.: | Fax: |
| Mailing Address (Street, City, State, ZIP Code): |
| Worksite Address - if Different (Street, City, State, ZIP Code): |
| Number of Full-Time Employees at Worksite: |  |

# Section 2: Work Experience Contract

This Work Experience Contract is between , herein after called Worksite and

, herein after called LWIA/Contractor. Both parties agree to the terms and conditions set forth within this contract. The contract term commences on and terminates on .

# Section 3: General Terms and Conditions

## *CONTRACT PURPOSE*

The purpose of this contract is to establish the general terms and conditions under which the LWIA/Contractor may refer individual Workforce Innovation and Opportunity Act (WIOA) customers (“the Trainee”) to the Employer to enable the customer to take part in a Work Experience placement.

## *GENERAL REQUIREMENTS*

All Work Experience contracts must comply with the provisions of Department of Commerce WIOA Policy.

**Work Experience Requirements**

1. Work experience is a planned, structured learning experience that takes place in a workplace for a limited period and may be paid or unpaid. Work experience differs from OJT and Incumbent Worker Training (IWT) training in that there is no hiring occurring prior to or requirement to hire following the learning experience.
	1. Participants in a paid work experience must be provided a reasonable wage to the extent that it is consistent with that paid for similar work according to the Uniform Guidance. Labor standards apply in any work experience setting when an employee/employer relationship, as defined by the Fair Labor Standards Act or applicable State law, exists.
	2. The work experience has meaningful and adequate supervision (with provisions made for supervision when the regular supervisor may not be available).
		1. The work experience is achieving the goals for which it was designed (possibly with documented learning experiences).
	3. The employment of participants must not occur at a workplace where:
		1. A participant's employment would unfavorably impact current employees (a youth participant would displace all or a portion of a current employee's hours including overtime, wages, employment benefits, or promotional opportunities);
		2. A participant's employment would impair existing contracts for services or collective bargaining agreements;
		3. A participant's employment would replace the work of employees who have experienced layoffs; or
		4. An employer has terminated a regular employee or otherwise reduced its workforce with the intention of replacing them with participants subsidized with these funds.
	4. Work Experience requirements that are prohibited include:
		1. Employment in the adult entertainment industry
		2. Sale or distribution of packaged liquors
		3. Sale of firearms
		4. Casinos/gambling establishments
		5. Organizations with political or religious affiliations
2. Trainees scheduled to work 7 1/2 continuous hours or more must have an unpaid meal period of at least 20 minutes. The meal period must be given to an employee no later than 5 hours after beginning work.
3. Overtime will not be authorized unless normally required for the position and authorized in advance in the work schedule. Overtime will not be reimbursed by the program.
4. No lunch hours or breaks are paid unless normally paid to all workers at the Worksite in similar positions.
5. There will be no paid leave time (i.e., vacation/sick/personal days or paid holidays).
6. Holidays are paid at regular hourly rate only when the trainee works. The worker will adhere to the Worksite’s holiday schedule and/or the LWIA/Contractor’s holiday schedule to be determined by both parties.
7. Other Requirements:

## *FISCAL*

1. If the work experience is paid, LWIA/Contractor is responsible for the verification of hours worked and providing payment for those hours.
2. Time sheets shall reflect only the actual time worked. Lunch breaks, holidays, sick days, etc. are not to be included.
3. Worksite agrees that records which are directly related to the Work Experience contract are subject to review, monitoring, and audit by the LWIA/Contractor, the state and/or the federal government, at any time and without prior notice to the employer.
4. Other Fiscal Requirements:

## *EMPLOYER ASSURANCES/ADDITIONAL TERMS*

### *Responsibilities of LWIA/Contractor*

1. To provide necessary outreach/recruitment, determine eligibility of applicants and to refer eligible customers to worksites.
2. To provide counseling services, program orientation, on-site case management, tutorial and other connecting services to Work- Based Learning customers that are not within the capabilities of the Worksite or other involved service providers and to ensure continued participation and progress.
3. To provide an orientation to Worksite supervisors and others involved in the delivery of connecting services.
4. To provide wage payment to customers.
5. To provide worker’s compensation coverage to all Work-Based Learning customers in accordance with Illinois law.
6. To monitor and evaluate the worksites for compliance with this agreement and all applicable laws, regulations, rules and policies.

### *Worksite Responsibilities*

1. Comply with the terms of this agreement and all applicable state, federal and local laws, rules and regulations.
2. To provide meaningful work to all customers and provide adequate supervision, guidance, and leadership to customers.
3. To inform and instruct customers of their job duties and responsibilities, applicable rules and policies of the Worksite and provide equipment, tools, supplies, and other materials necessary to perform the job.
4. To provide customers with healthy and safe working conditions.
5. To comply with the provisions of both federal and state labor laws.
6. In the case of customers whose job tasks are performed out of doors, to ensure that alternate work activities will be provided during inclement weather.
7. To maintain and provide customer attendance records and progress reports to LWIA. Each customer shall be evaluated formally by his/her supervisor at the conclusion of the training.
8. To ensure that all designated Worksite supervisors (including alternates) receive an orientation to the Work-Based Learning Program from LWIA.
9. To report any accident or injury involving a customer after seeking appropriate medical attention.
10. To allow representatives of LWIA/Contractor, including the Illinois Department of Commerce, Illinois Department of Labor and the US Department of Labor access to and the right to examine all records, reports, books, papers, and other document related to this Agreement.
11. To allow representatives of LWIA/Contractor access to the Worksite and customer to provide counseling, case management, review of skill attainment and monitoring services as needed or required.
12. To allow customers time off from work to attend any tutorial and other WIOA connecting activities as determined appropriate by LWIA/Contractor.
13. To ensure that the customer does not exceed his/her authorized work schedule as set forth in this agreement.

### *Worksite Assurances*

1. The Worksite will “comply fully with the non-discrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act (Sec. 188)”, the Nontraditional Employment for Women Act of 1991, Title VI of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, as amended, Title IX of the Education Amendments of 1972, as amended, and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including, but not limited, to 29 CFR Part 34. The United States has the right to seek judicial enforcement of this assurance.
2. The Worksite is aware of and will comply with the provisions of the Americans with Disabilities Act Amendments Act of 2008 (ADAAA).
3. No customer may engage in partisan or non-partisan political activities during hours for which the customer is compensated with WIOA funds. No customer may be employed or out-stationed in the immediate office of any chief-elected executive official of a state or unit of general local government. No customer may be employed or out-stationed in the office of a member of Congress, State or local legislator or on any staff or legislative committee.
4. Customers shall not be employed to carry out the operation or maintenance of any part of a facility that is used or to be used for sectarian instruction or as a place for religious worship. Customers shall not be involved in nor WIOA funds expended for religious or anti-religious activities.
5. No funds under the WIOA shall be used in any way to either promote or oppose unionization. No customer in the WIOA Work- Based Learning Program may be placed into, or remain in, any position which is affected by labor disputes involving a work stoppage.
6. This program will not result in the full or partial displacement of currently employed workers or impair existing contracts for services or result in the substitution of Federal funds in connection with work that would otherwise be performed.
7. The Worksite assures that nepotism will not occur. Nepotism is the use of influence or favoritism on behalf of a relative to improve his/her employment situation. No Worksite may hire, supervise, or accept any person as a customer of this program, if a member of the person’s immediate family is employed in an administrative or supervisory capacity by the Worksite. The term “immediate family” means: spouse, child, son-in-law, daughter in-law, parent, mother-in-law, father-in-law, sibling, brother-in- law, sister-in-law, aunt, uncle, niece, nephew, stepparent, stepchild, grandparent, and grandchild.
8. The Worksite assures that a grievance procedure relating to the terms and conditions of employment is available to WIOA customers. In the event that the Worksite does not have a grievance procedure in place, the Worksite has agreed to use those developed by the Department of Commerce and Economic Opportunity.
9. Customers employed under the WIOA Work-Based Learning Program shall be provided working conditions at the same level and to the same extent as other employees working similar lengths of time and doing the same type of work.
10. The Worksite assures that they will provide the training that is agreed upon in the training outline/training plan. And will be expected to participate in a training verification/Worksite monitoring visit.
11. The Worksite assures that no customer is being employed when any other individual is on layoff from the same or substantially equivalent job, and that subsidized jobs will not infringe on the promotional opportunities of currently employed individuals. Furthermore, the Worksite assures that it will not terminate or reduce its workforce with the intent to fill vacancies with customers who are subsidized by WIOA.
12. The Worksite assures and certifies that insurance will be maintained which holds the Local Workforce Innovation Board (LWIB) or One-Stop Operator harmless from any liabilities arising from bodily injury, illness or any other damage or losses of person or property, or any claims arising out of any activity under this Agreement.
13. Other Additional Terms:

### *Revision/Termination*

1. This agreement may be revised in whole or in part upon written consent of both parties. The Worksite agrees to notify LWIA/ Contractor, in advance, of any proposed changes to the agreement. All amendments must be in writing and approved by LWIA/ Contractor. This agreement may be terminated by either party for any reason whatsoever by giving written notice to the other party not less than three (3) days before the intended termination date. LWIA/Contractor has the responsibility for reassignment for any customers due to termination of this Agreement.
2. This contract is subject to modification or termination due to actions taken by the federal, state, or local governments that result in a frustration of contract purpose. Such actions include, but are not limited to, withdrawal of WIOA funding by the United States Congress, or the failure by the United States Congress to reauthorize WIOA program activities.

## *TERMINATION*

1. Employer may discipline, suspend, or discharge a Work Experience Trainee in accordance with established procedures provided they do not conflict with existing law.
2. LWIA/Contractor has authority to terminate customer who is found to be ineligible, or in noncompliance with program.
3. LWIA/Contractor or its subcontractor may terminate agreement if, for any reason it is determined that the employer fails to provide services specified, or comply with provisions of agreement.
4. Employer may terminate agreement if unable to fulfill terms of agreement.

# Section 4: Signatures

I hereby agree to all the terms and conditions in this WE Agreement.

*Authorized Signatures*

Worksite Signature Date (mm/dd/yyyy)

Type/Print Name Type/Print Title

LWIA/Contractor Signature Date (mm/dd/yyyy)

Type/Print Name Type/Print Title

# Section 5: Concurrence of the Collective Bargaining Agent

*Complete this information in regards to if the employment and training is subject to a collective bargaining agreement.*

Is the occupation in which the Work Experience is being offered subject to a collective bargaining agreement? If yes, please indicate the name, title, and union affiliation of the appropriate bargaining representative.

Yes No

Bargaining Representative’s Name Bargaining Representative’s Title

Union Affiliation

Signature Date (mm/dd/yyyy)