



Work Experience Worksite Agreement

This **Agreement** is made this Effective Date, _____, BY AND BETWEEN the multiple grantees of WIOA/TANF YDP funds to include _____, hereinafter referred to the “**Vendor**,” AND the employer, _____, hereinafter referred to as the “**Worksite**.”

WHEREAS, the South Central Workforce Investment Board D/B/A SCPa Works, hereinafter referred to as “SCPa Works,” a Commonwealth of Pennsylvania Local Workforce Development Board (LWDB) and a nonprofit corporation with its principal offices located at 4201 Crums Mill Rd, Harrisburg, Pennsylvania 17112, and serving as the pass-through agency for the allocation and use of WIOA funds; and

WHEREAS, SCPa Works is the ultimate fiscal and oversight entity that has the authority to honor, fiscally approve, and satisfy or reject Paid Work Experience funding as the fiscal agent of Workforce Innovation and Opportunity Act (WIOA) or Temporary Assistance for Needy Families Youth Development Program (TANF YDP) funds for reimbursement to the Vendor mentioned in this agreement that serves as subrecipients of WIOA or TANF YDP funds. Said funds are allocated and determined as subsidized payment for individually contracted Paid Work Experience agreements binding the Employer, the Worksite, and a cohort of WIOA or TANF YDP-eligible individuals who are properly enrolled into a WIOA or TANF YDP program, hereinafter referred to as the “**Participants**” and

WHEREAS, all requirements, regulations, and assurances governing federally-funded workforce programs shall be upheld by all parties who are joined under contract by this Agreement.

The Worksite shall be identified as a public, non-profit, or private for-profit business or organization to provide subsidized work experience to Participants in the South Central Pennsylvania region. Under this Agreement, eligible Participants will be provided a short-term Work Experience that is valuable and meaningful for both the Participants and the organization Worksite and will be identified as an experience that can be connected to further education and training or self-sustaining employment.

Under this Agreement, Work Experience shall be consistent with the Participants’ capabilities and interests and within an occupational field or specific job through which the Participants have minimal or no prior experience. WIOA/TANF YDP-funded Work Experience is expected to aid in the development of skills and work habits that will assist the Participants in obtaining further education or training, or unsubsidized employment.

This Worksite Agreement provides the following assurances:

- 1) There shall be sufficient, meaningful work to keep the Participants fully occupied during work hours;
- 2) Work shall be conducted in a safe work environment;
- 3) There shall be an adequate, full-time supervisor and an alternate supervisor present at the Worksite so that each enrolled Participant is supervised by qualified Worksite professionals;
- 4) The Vendor shall ensure Worker’s Compensation Insurance is provided to cover all Participants engaged in work experience at a Worksite when applicable;
- 5) The Worksite building must meet ADA standards;

- 6) The participating Worksite shall notify the Vendor staff if difficulties arise which the Worksite Supervisor and Participant are unable to resolve;
 - a. The Vendor staff shall attempt to find a mutually satisfactory solution to Worksite difficulties or Work Experience Challenges when necessary; or
 - b. The Vendor staff and/or Worksite Supervisor may recommend termination or transfer of the Participant if the situation or problem is not resolved.
- 7) There shall be adequate oversight and review of each Participant's time and attendance through the completion and submission of standard Timesheets and Progress Reports from the Worksite to the appropriate Vendor;
- 8) There shall be sufficient equipment and/or materials supplied to the Participants by either the Vendor or the Worksite, provided to carry out assignments during the Work Experience;
- 9) The Participant shall be allowed to participate in employability and workplace skills instruction;
- 10) Worksite Supervisors shall adhere to state and federal labor standards;
- 11) No Participant shall be employed directly by the Worksite for the duration of the Work Experience; and
- 12) The Worksite assures that Equal Employment Opportunity and Nondiscrimination policies are adhered to:
 - a. No person shall be denied any opportunity on the grounds of race, creed, color, disability, national origin, sex, age, political affiliation, or beliefs, will be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with grant dollars made available under the Workforce Innovation and Opportunity Act (WIOA) or the Temporary Assistance for Needy Families Youth Development Program (TANF YDP) program.

Work Experience Activities:

The Worksite is required to submit a written job or project description, or a training plan. This detailed description shall be approved by the Vendor and attached to this signed Agreement. This written job or project description must include:

- 1) An accurate description of the required duties and responsibilities of the Participant;
- 2) The days and hours that the Participant will be expected to engage in the job or project; and
- 3) If the Participant's job duties at the Worksite change, the Worksite agrees to notify the Vendor immediately so that this Agreement may be modified.

Time and Attendance and Documentation:

Accurate, current timesheets and attendance records will be kept by the Worksite Supervisor for each Participant. The timesheets may be entered electronically. The Worksite Supervisor shall approve electronic timecards or PDF timesheets through the Vendor's in-house payroll system, or through a third-party Employer of Record's timekeeping system. In addition to electronic timesheets, will be maintained in a secure electronic system for the duration of the Work Experience and will be managed and retained by designated vendor staff. Timesheets require both the participant's and employer's signature. Timesheets shall reflect the time actually worked by the Participants. Participants shall not be paid for any time not engaged in work duties, including absences, lunch periods, vacation time, or holidays. Under no circumstances should any Participant work overtime.

Compliance Monitoring:

Compliance monitoring is designed to ensure performance goals and to confirm that contractual obligations are being met in accordance with applicable federal, state, and local statutes, WIOA and TANF YDP regulations, SCPa Works' policies, Pennsylvania Child Labor Laws, and additional laws and policies relevant to work experience in the Commonwealth of Pennsylvania.

- 1) The SCPa Works Compliance Team has the right to access, examine, and inspect any Worksite where any phase of a Work Experience program is being conducted.

- 2) Worksites may be monitored for compliance through on-site visits and/or remote desk reviews which will include, at a minimum, the review of payroll and time records, employer and Participant surveys, Participant progress reports, ADA compliance, and Participant physical file eligibility reviews.
- 3) Participant physical and digital records must be maintained for seven years following the conclusion of WIOA/TANF YDP enrollment activities.

Worksite Supervision:

- 1) Worksite Supervisors shall be experienced in the work to be performed by the Participant and in supervising entry-level employees.
- 2) Worksite Supervisors shall encourage and expect the Participant to demonstrate good work habits, satisfactory job performance, and positive attitudes about work.
- 3) The Worksite assures that the Participant will receive a meaningful work experience in a fully supervised and drug-free environment.
- 4) The Worksite Supervisor shall be present during all of the Participant's scheduled work hours.
- 5) Workplace supervisors shall have a background check and clearances provided by and paid for by the Workplace.
 - a. The background clearance documents shall be shared with the contracted Vendors.
- 6) No Participant shall work more than the stipulated hours under the terms of the Agreement.
- 7) The Worksite Supervisor shall approve PDF timesheets or electronic timecards through the Employer of Record's timekeeping system.
- 8) Worksite Supervisors shall complete progress reports bi-weekly with the Participant so that the individual and the Vendor are aware of skill gains and progress. Progress reports will be reviewed with the specified vendor staff biweekly when copies of the timesheets and progress reports are retrieved.
- 9) During the term of this Agreement, the Workplace shall abide by all federal, state, and local workforce laws.

Responsibilities of The Vendors:

- 1) The Vendor, the Worksite, the third-party employer of record vendor, and any personnel or staff member employed by any entity mentioned and included in this Agreement shall adhere to all federal, state, and local personally identifiable information (PII) policies and practices, including appropriate risk management and corrective action in the event of a breach of SCPa Works policy.
- 2) The Vendor shall identify eligible Participants and refer said Participants to the Worksite when all eligibility documentation, verification, and/or validation is collected and documented in the Participant's physical file.
 - a. The Vendors may also accept reverse referrals or Participants who are referred by the employer or an adjacent agency.
 - b. The Vendor shall confirm the following eligibility verification documentation is collected prior to the enrollment of the Participant and/or the start of the Work Experience:
 - i. Proof of Identification
 - ii. Proof of Age
 - iii. Proof of Pennsylvania Residency
 - iv. Proof of Citizenship Status
 - v. Proof of Social Security Number
 - vi. Proof of Formal Working Papers (If the Participant's age is applicable.)
 - vii. Proof of Low-Income Status or Personal Monthly Gross Earned Income
 - viii. Proof of School Status or School Attendance Status
 - ix. Proof of Barrier to Employment (For Participants determined eligible through residency in a high-poverty area. Please see WIOA's definitions for these barrier groups and follow acceptable documentation guidelines for the WIOA Youth Program.)

- x. TANF YDP YDP Application
- xi. Parent or Legal Guardian Signature for Participants under the Age of 18
- 2) The Vendor shall provide ongoing support of career counseling and employee guidance.
- 3) The Vendors specified staff shall visit the physical Worksite, be involved with the employer throughout the work experience, and be required to retrieve biweekly progress reports and signed timesheets.
- 4) The Vendor or the Vendor's third-party employer of record vendor shall conduct all Participant background checks and drug screenings that are required for the Participant to enter into the work experience.
- 5) The Vendor or the Vendor's third-party employer of record vendor shall keep a record of all Work Experience checks that have been processed and provided to the Participant. Copies of the checks will be retained in the Participants' physical files.

Agreement Execution:

This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, inducements, and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof.

The express terms hereof control and supersede any course of performance and/or usage of this Agreement, the project herein, the partnership between the entities as defined in paragraph number one, and Federal, State, and locally funded initiatives or project elements inconsistent with any of the terms hereof.

This Agreement constitutes that each Party will indemnify and save the other harmless from and against any claims, actions, damages, liabilities, and expenses in connection with loss of life, personal injury and/or damage to property arising from or out of intentional or negligent act or omissions of the parties' respective offices, directors, agents, contractors, employees, servants, subtenants, tenants, invitees, concessionaires, or other representatives.

The performance of this Agreement may be delayed or suspended by an act of war, civil disorder, terrorist acts, employment strikes, hazardous or harmful conditions, emergency declaration, natural disasters, or any other cause beyond the control of either party. In the event of this Agreement being delayed or suspended, the Agreement can only resume upon the mutual consent of the Participants, the Vendors, and the Worksite under a signed addendum attached to this Agreement at the time of project reinstatement.

This Agreement, when signed by all parties as indicated below, shall be construed under the laws of the Commonwealth of Pennsylvania. If any provision of this Agreement is determined to be invalid or unenforceable, all other provisions shall continue in full force and effect.

CONTRACTUAL APPROVAL:

This Work Experience, whereof the parties, [Click or tap here to enter text.](#) (the Vendor) and [Click or tap here to enter text.](#) (the Employer), intending to be bound by this Agreement, have caused their proper and duly authorized officers to execute and deliver this Agreement, whereas indicative of the signatures and dates below. **This contract is valid for ONE YEAR. In the event that the Worksite Supervisor changes, a new contract must be completed.**

Employer: _____

I, _____, have reviewed this Worksite Agreement for form, content, guidelines, processes, and training restrictions. By signing this Agreement, I confirm that I find all content and material to be true and in order.

Title: _____

Signature: _____ Date: _____

Contracted Vendor Representative *(specific staff member overseeing the PWE program administration)*

I, _____, have reviewed this Worksite Agreement for form, content, guidelines, processes, and training restrictions. By signing this Agreement, I confirm that I find all content and material to be true and in order.

Title: _____

Signature: _____ Date: _____