**Chicago Cook Workforce Partnership**

**Work Experience Work Site Agreement**

***Business:***\_\_\_\_\_\_

***Location:***

Agrees to participate in the Workforce Innovation and Opportunity Act (WIOA) Work Experience (WEX) program as a work site. As such, we agree to provide an on-site supervisor or mentor to oversee the program participants in their worksite learning and to accurately report time spent serving in the internship on timesheets for payroll purposes. This agreement was negotiated with:

***WIOA Delegate Agency:*** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Acting as an authorized agent of the Chicago Cook Workforce Partnership (The Partnership)

The purpose of this agreement to provide WIOA participants with a safe, well-defined, and supervised work experience that allows them to gain valuable workplace experience. Those eligible to participate include people aged 16 through 24.

The WIOA delegate agency will be responsible for the direction and control of the program participants, including:

1. Assigning program participants to appropriate work sites, and removal if necessary,
2. Approval of the number of hours and weeks served by program participants,
3. Issuing payroll or stipends to program interns, who will be paid at a rate of no less than that of minimum wage,
4. Reporting the program participant's income for payroll or stipends,
5. Paying participant payroll taxes including the worksite’s portion of Social Security taxes,
6. Reporting the participant income to the Internal Revenue Service, and
7. Covering WIOA participants’ Worker’s Compensation insurance.

The business agrees to provide mentorship and supervise the program participant(s) to ensure skill and experience acquisition adequate to pursue employment. The business is not being separately compensated for this service and participates as an investment in developing a talent pipeline for their business and in Cook County Communities.

The business and the WIOA delegate agency will develop an Individual Work Experience Plan (IWEP) that will include a job description, wages, hours to be worked and skills to be learned during the work experience.

The business agrees to maintain an accurate record of each participant’s time and attendance. A timesheet will be kept for each participant and provided in a timely fashion to the WIOA delegate agency to ensure payroll can be processed. Timesheets are due to the delegate agency on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The business agrees that WIOA participants shall work no more than \_ hours per week for \_\_\_\_\_\_\_ weeks that is agreed upon by the business and the WIOA delegate agency.

The business agrees to report any unexcused absences to the agency on the same day of occurrence and notify the WIOA delegate agency immediately to address any unsatisfactory performance and/or behavior on the part of the participant. Poor performance or unexcused absences may result in the participant being removed from the work experience program by the WIOA delegate agency. The Business has the right to request the removal of a participant from the program at any time with justification.

The business agrees to permit monitoring and evaluation of program participants at the business location by the WIOA delegate agency, Department of Labor, Illinois Department of Commerce upon request; and will facilitate site visits by WIOA delegate agency staff to receive feedback on internship progress, and support participant growth and skill development.

The business agrees to help prevent accidents is through safety training.  Businesses will let interns know how to perform their jobs safely; take time to provide specific instructions on safety rules and procedures; and clearly explain the care and operation of any tools and equipment they may use.

The business agrees to maintain and preserve the confidentiality of its program participant(s) as it would of any employees. Furthermore, the business agrees to refrain from providing the names of program participants to media or other non-parties to this agreement.

The business affirms that if the worksite is subject to a collective bargaining agreement, the placement of WIOA program participants in no way impairs the terms of the contract. Moreover, the business affirms that the program participants are not serving as replacement workers during a labor dispute and that no employee has been displaced or had hours reduced to place program participants in internships.

Businesses shall abide by the following provisions:

1. Businesses cannot employ family members of business owners or management as part of the program. Program participants may not be related by blood or marriage to the business owner(s) or manager(s).
2. Participating businesses may not:
   1. Be engaged in the adult entertainment industry,
   2. Be an organization whose primary business is the sale and distribution of packaged liquors,
   3. Place program participants in positions in which their primary duty is to promote religious views,
   4. Be political organizations or participate in campaigning or lobbying activities, or
   5. Be engaged in the sale of firearms as their primary business.
3. Businesses agree to comply with all applicable labor laws.
4. In case of any accident or a complaint of a work-related injury, the worksite must notify the WIOA delegate agency staff.  It is important that all accidents occurring during work be reported to WIOA delegate agency immediately. In the event of an accident involving an intern, appropriate and prompt medical attention should be provided.  Please follow normal procedures for handling such accidents including providing basic first aid.
5. Businesses agree that WIOA program participants must not comprise more than 50% of the business’ workforce at each worksite.
6. Businesses will be expected to consider qualified WIOA program participants for unsubsidized positions at the conclusion of the work experience.
7. Businesses agree to provide WIOA program/participant feedback.

The WIOA delegate agency and The Partnership reserve the right to terminate the relationship with any business who fails to provide an appropriate work environment for program participants.

TERM

This agreement shall become effective upon the date of execution by the business and WIOA delegate agency.

* This agreement shall be governed and construed in accordance with the laws of the State of Illinois.
* This agreement may be modified or amended at any time during its term by mutual consent of the parties expressed in writing and signed by the parties.
* Either party upon written notice to the other party may terminate this agreement.
* This agreement, including the rights, benefits and duties hereunder, shall not be assignable without the prior written consent of the other party.
* Invalidity of any provision, term or condition of this agreement for any reason shall not render any other provision, term or condition of this agreement invalid or unenforceable.

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, arrangements and understanding with respect thereto. No representation, promise, inducements, or statement of intention has been made by any party that is not embodied herein, and no party is bound by or liable for any alleged representation, promise, inducement, or statement not set forth herein.

**Business:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Business’ Authorized Representative Signature: \_\_\_\_\_\_\_**

**Printed Name and Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Effective Date: \_\_\_\_\_\_\_**

**Partner Agency:**

**Partner Agency Authorized Representative Signature: \_\_\_\_\_\_\_**

**Printed Name and Title: \_\_\_ \_\_\_\_\_\_\_**

**Effective Date: \_\_\_\_\_\_\_**