

NextGen Program
WORK EXPERIENCE PROGRAM (WEP)
WORKSITE AGREEMENT

Atlanta Regional



NextGen Program

Connecting Talent with Opportunity
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Name of NextGen Service Provider

Name of Worksite

Serving Cherokee, Clayton, Douglas, Fayette, Henry, Gwinnett and Rockdale Counties

An Equal Employment Opportunity and Training Program



Work Experience Program (WEP)

WORKSITE AGREEMENT

This Agreement is entered between _____ NextGen Service Provider (NGSP), hereinafter referred to as the **"NextGen Service Provider or NGSP"** and the public/private employer, _____, hereinafter referred to as the **"Worksite"** for the purposes of providing employment and training services to the eligible NextGen Program participant, hereinafter referred to as the **"Trainee"**, authorized, funded and administered by the Atlanta Regional Commission. Under this Agreement, the Trainee will be provided with meaningful Work Experience (WEx) that is beneficial to both the Trainee and the employer. The WEx should also aid in the development of skills and work habits, which will assist the Trainee in obtaining sustainable employment in the future.

WORKSITE CONTACT INFORMATION

Worksite Name _____ Telephone _____

Address _____
Street City County State Zipcode

Type of Industry _____

Supervisor Name _____ Job Title _____

Telephone _____ Email _____

Alternate Supervisor Name _____ Job Title _____

Telephone _____ Email _____

WORK EXPERIENCE DESCRIPTION

Work Experience (WEx) is a planned and structured learning experience that takes place inside or outside the Worksite for a set period of time. WEx is designed to enable the Trainee to gain exposure to the world of work by providing opportunities for career exploration, skill development, reinforce work ethics and to contribute to the overall achievement of the Trainee's Career Pathway, as documented in the Trainee's Service Plan (SP/ISS/IEP) with their Career Advisor.

Work Experiences must include an academic or occupational component, which may occur concurrently or sequentially with the work experience. Academic components are the NGSPs responsibility to service and case manage. They include job-readiness and/or certification activities provided by the NGSP and/or local community partners.

WORK EXPERIENCE PERIOD AND LIMITATIONS

During WEx the Trainee may work up to _____ hours per day, _____ hours per week for a total of _____ weeks. The Trainee must not exceed the period indicated herein. **Under no circumstances should any trainee work over 40 hours in a week.**

TIME ATTENDANCE AND COMPENSATION

The Worksite Supervisor shall maintain accurate time and attendance records. **The Trainee will not be paid for absences and unworked hours, including lunch on or off the Worksite premises.** The Trainee will be paid an hourly wage not less than the federal minimum wage (overtime wages will not be paid).

- a. The Worksite Supervisor must use the Work Experience Program (WEP) Timesheet & Progress Evaluation provided in the Supervisor Handbook to record the Trainee's time worked. An electronic timesheet may be used in conjunction with the WEx Timesheet & Progress Evaluation, but both documents must be submitted before the Trainee can receive payment.
- b. Trainee shall **SIGN IN** when reporting to work and, upon completion of work, **SIGN OUT**, indicating the specified number of hours worked for each day, on the timesheet. No one will be allowed to sign a Trainee in or out of work.
- c. Time and attendance records will be signed at the end of each week by the Trainee, the Worksite Supervisor and **two** NGSP staff, whose signatures will certify the accuracy of the Trainee's timesheet. **TIMESHEETS MUST NOT BE SUBMITTED FOR PAYROLL PROCESSING WITHOUT ORIGINAL SIGNATURES FROM THE TRAINEE AND WORKSITE SUPERVISOR. FAILURE TO DO SO WILL RESULT IN DELAY OF THE TRAINEE'S PAYCHECK.**

ASSURANCES

Worksite Assurances

- a. Shall provide orientation to the Trainee regarding the Worksite policies and procedures, work safety, and work expectations prior to Trainee starting the work assignment.
- b. Shall provide a meaningful and productive work experience to keep Trainee fully occupied during working hours.
- c. Shall provide sufficient equipment and/or materials to carry out work assignments.
- d. Work will be conducted in a safe, sanitary, and drug free work environment.
- e. Shall have adequate full-time supervision of the Trainee by qualified Worksite Supervisor. Worksite Supervisor **must** complete work evaluations of the Trainee's work performance.
 - **At least one (1)** Final Work Evaluation needs to be turned in to NextGen Service Provider at the end of the work experience. (See copy in Supervisor Handbook)
 - Multiple evaluations should be submitted to monitor the Trainee's progress using the Timesheet & Progress Evaluation. (See copy in Supervisor Handbook)
- f. Shall maintain adequate accountability for Trainee's time and attendance on the "Timesheet & Progress Evaluation". Timesheet form must be completed, signed, and dated by the Worksite Supervisor, Trainee and two NGSP staff. Timesheet will be submitted to the NGSP according to the current payroll process and schedule.
- g. This Agreement and other related WEP documents will be maintained by the Worksite and by the NGSP, ensuring both sites have copies of all documents.
- h. Shall uphold all rules and regulations governing the WEP.
- i. No additional cost related to this Worksite can be claimed by or reimbursed to the Worksite organization.
- j. Shall report Trainee's on-the-job injury immediately. Injury reports will be completed by the NGSP in conjunction with the Worksite Supervisor and Trainee. If WEx is **PAID**, Trainee is covered under the NGSP's Workers Compensation Policy.
- k. Trainee will not take part in the following [WIOA 181(b)(7), 195(a)(1)]:
 - Political activities.
 - Promotion or deterrence of union organizing.
 - Operation or maintenance of any part of the facility used solely for religious worship or religious instruction.

- I. Trainee is not at a Worksite where [WIOA 181 (b)(2)]:
- Current employees are displaced (including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits).
 - The Trainee is filling a position where an employee is in layoff status or terminated from the same or similar job.
 - The Trainee position infringes upon the promotional opportunities of currently employed individuals.
 - Compliance with the Georgia Child Labor Laws Act and Fair Labor Standards Act, Americans with Disability Act, and Equal Employment Opportunity laws and regulations and Workforce Innovation and Opportunity Act and WEP regulations and conditions as outlined in the Agreement and Worksite Supervisor's Manual.

NextGen Service Provider Assurances

- a. Provide orientation to the Worksite Supervisor regarding the WEP requirements prior to Trainee placement at the Worksite.
- b. Provide orientation to the Trainee regarding the WEP policies and work expectation prior to placement at the Worksite.
- c. If a **PAID** WEx, shall pay wages to the Trainee to compensate for training provided by the Worksite. Payments to Trainee will be made upon submission of properly certified time and attendance record on the Timesheet form provided in the Supervisor Handbook. Timesheet must be completed, signed and dated by the Worksite Supervisor, Trainee and **two** NGSP staff. Trainee will be paid an hourly wage not less than the federal minimum wage (overtime wages will not be paid).
- d. Ensure that counseling and other services are provided to the Trainee who may be experiencing unsatisfactory performance at the Worksite as documented by the Worksite Supervisor.
- e. If a **PAID** WEx, NextGen Service Provider shall operate as the "Employer of Record". Therefore, the Trainee shall be covered under the NGSP's Workers Compensation Policy. Any on-the-job injury must be reported immediately. Said injury reports will be completed by the NGSP in conjunction with the Worksite Supervisor and Trainee.
- f. If a **PAID** WEx, NGSP shall immediately notify the Worksite when there is no funding available to continue the work experience activity for the Trainee.

JOB DESCRIPTIONS/WORK ACTIVITIES

A Job Description is attached to this Agreement. The Job Description must include:

- a. A job title.
- b. A list of duties and responsibilities.
- c. Hourly wage.
- d. A list of activities if inclement weather changes regular work activities.

WORKSITE MONITORING

The Worksite will be monitored by the NGSP. The Worksite Supervisor will maintain current and accurate documents related to the WEx and will cooperate fully to provide the monitors with Worksite information (copies of all documents and notes) as required, in a timely fashion.

TRAINEE NAME: _____

NEXTGEN SERVICE PROVIDER: _____

The Worksite may be monitored by the State (Technical College System of GA (TCSG)) and/or local representatives (NextGen Program (NGP)), as well as regular visitations by the NGP staff to check on the progress of the work experience participants.

PERIOD OF AGREEMENT & TERMINATION

This Worksite Agreement shall begin on Month _____ Day _____ Year _____ and shall end on Month _____ Day _____ Year _____. No Trainee shall begin the work experience until this Agreement has been fully executed by the NGSP and the Worksite.

- This Agreement may be terminated by either the NGSP or the Worksite.
- Failure by the Worksite or the NGSP to adhere to the responsibilities in the Agreement may constitute termination of the Agreement.

SIGNATURES OF CERTIFICATIONS

IN WITNESS, WHEREOF, the parties hereto having been duly authorized and representing that they have the power and authority to execute this Agreement and perform the responsibilities specified herein have made and executed this Agreement on the respective dates next to each signature.

NEXTGEN SERVICE PROVIDER

NGSP Organization Name _____

Address _____
Street City County State Zipcode

Contact Number _____ Email _____

Name of NGSP Authorized Representative _____

NGSP Authorized Representative Signature

_____ Date

WORKSITE SUPERVISOR

Worksite Organization Name _____

Name of Worksite Supervisor _____

Worksite Supervisor Signature

_____ Date

WORKSITE (if Authorized Representative different from Worksite Supervisor)

Name of Worksite Authorized Representative _____

Worksite Authorized Representative Signature

_____ Date

By accepting the Worksite Agreement, the NextGen Service Provider, Worksite and Worksite Supervisor agree to the assurances, conditions and responsibilities as outlined in the Agreement and Worksite Supervisor's Handbook.