

**WORKFORCE PARTNERSHIP OF GREATER RHODE ISLAND  
WORK EXPERIENCE SITE AGREEMENT**

**I. PURPOSE**

This Agreement between BVCAP herein called the Agency, and The \_\_\_\_\_ herein called the Training Site, and the participant(s), listed on page four of this agreement, is entered into for the purpose of providing Work Experience Training in accordance with the Workforce Investment Act (WIA) and subsequent amendments, and the terms and conditions of this Agreement.

**II. RESPONSIBILITIES**

**1. THE TRAINEE**

- a. agrees to put forth his/her best efforts to acquire all necessary skills and to fulfill all work requirements.
- b. agrees to abide by all the requirements of the training worksite.

**2. THE AGENCY**

- a. agrees to oversee and manage the provisions of training and activities under this Agreement, and shall receive time and attendance records and Trainee evaluations from the training site and shall provide wages to the Trainee in accordance with the Fair Labor Standards Act, as amended, or applicable state minimum wage laws.
- b. shall be responsible for applicable FICA and Workers Compensation.
- c. agrees to provide counseling and supportive services to the Trainee to the extent necessary to allow the Trainee to participate in the work experience activity.
- d. agrees to provide an orientation to training site staff responsible for the supervision of the Trainee regarding Labor Laws, WIA requirements, time and attendance records, and other matters pertinent to the provision of a safe and meaningful work experience.

**3. THE TRAINING SITE**

- a. agrees to provide adequate supervision to the Trainee and shall designate a supervisor and alternate supervisors, (listed below)

SUPERVISOR: \_\_\_\_\_

ALTERNATE(S): \_\_\_\_\_

- b. agrees to provide safe and meaningful work experience training activities that result in “good work habits” and where practical, specific occupational skills for employability enhancement.
- c. agrees to provide a sufficient workload, in relation to the attached job description, for the Trainee and will have sufficient, and appropriate equipment and/or materials to support the training.
- d. agrees to maintain and submit weekly time/attendance record and performance evaluation on forms provided by the Agency as indicated below:
- e. shall allow the Trainee release time to attend scheduled meetings, class time, workshops, and counseling as requested by the Agency.

### **III. SPECIFIC PROVISIONS**

1. Work Experience Job Title and O\*NET Code: (See attached job description):  
 \_\_\_\_\_ O\*NET Code: \_\_\_\_\_
2. Anticipated duration of training: From: 7/18/16 through 8/18/16 not to exceed 75 total hours.
3. Number of hours per week: 15. (Note: Shall not exceed 40 hours)  
 Basic daily schedule (unless otherwise arranged by the Agency) shall be:  
Tuesday, Wednesday, Thursday 9:00am – 2:30pm (1/2 unpaid lunch break)
4. Wages: Trainee will receive \$ 9.60 per hour, to be paid by the Agency. Note: The Trainee must receive at the minimum the current applicable minimum wage rate. The Trainee will:
  - a. be paid only for hours worked as documented on the Attendance/Performance Records;
  - b. not be paid for illness, vacations, lunch breaks, or holidays.
5. The Trainee must be determined eligible and appropriate for WIA services by the Agency prior to beginning the Work Experience activity.

The parties agree to all the terms in this Work Experience Agreement by affixing their signatures below.

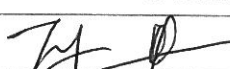
The Trainee signature is an acknowledgment of his/her responsibilities and the terms and conditions of this agreement, and does not imply a contractual agreement on the part of the Agency or the Training Site.

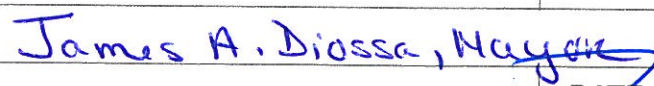
Name and Title of other person(s) authorized to sign time and attendance records and evaluations:

TRAINEE NAME:		SSN:	
SIGNATURE:		DATE:	

TRAINEE NAME:		SSN:	
SIGNATURE:		DATE:	

TRAINEE NAME:		SSN:	
SIGNATURE:		DATE:	

AGENCY:	Blackstone Valley Community Action Program		
ADDRESS:	32 Goff Avenue		
CITY/STATE:	Pawtucket, RI	ZIP:	02860
EMAIL:	<a href="mailto:mcanobvcap.org">mcanobvcap.org</a>	TEL:	401-723-4520
AGENCY REP:	María Cecilia Cano		
SIGNATURE:		DATE:	Approved as to form and correctness

TRAINING SITE:	City of Central Falls		
ADDRESS:	580 Broad Street		
CITY/STATE:	Central Falls, RI	ZIP:	02863
EMAIL:		TEL:	401-727-7400
SITE REP:	James A. Diossa, Mayor		
SIGNATURE:		DATE:	Reviewed per F.S.A. 7/13/16

  
**Leonard Morganis**  
 Administration & Finance Officer

## **V. GENERAL PROVISIONS**

### **1. MAINTENANCE OF EFFORT, LAYOFFS AND RELOCATION**

No currently employed worker shall be displaced by the Trainee (including partial displacement such as a reduction in the hours of non-overtime work wages or employment benefits), nor shall the Trainee be placed in a job when the Training Site has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy with the Trainee. The placement of the Trainee under this Agreement may not infringe upon the promotional opportunities of currently employed individuals. No trainee shall be placed in a job if the employer has relocated in the last year and the relocation caused the layoff or termination of any individuals in substantially equivalent jobs.

### **2. POLITICAL ACTIVITIES**

Involvement of the Trainee in political or sectarian activities as part of his/her work experience activity is prohibited.

### **3. UNION**

Trainees shall not be placed into a job that is in conflict with a collective bargaining agreement, unless the appropriate bargaining unit representative has been advised of the proposed activities, and written concurrence has been granted.

### **4. DISMISSAL POLICY**

Except for serious violations of training site policies, the training site will not dismiss the trainee without contacting the Agency and allowing for counseling and corrective action to occur. In the event of dismissal for serious violations, the training site must notify the Agency on the first working day after dismissal.

### **5. EEO/AFFIRMATIVE ACTION**

No person shall be denied employment, excluded from benefits, or suffer discrimination under this Agreement because of race, color, religion, sex, national origin, age, disability, political affiliation or belief, or solely because of his/her status as a trainee under this Agreement.

### **6. DELEGATION/SUBCONTRACTING**

The subcontractor shall not sub-contract or assign training duties under the Agreement.

### **7. DISPUTES**

All disputes shall be resolved informally between the Trainee, the Training Site, and the Agency. If resolution does not occur to the satisfaction of any party, the first step is to use existing grievance procedures, if any, established by the Training Site to resolve disputes with Trainees. If the Training Site has no internal grievance procedures or if the dispute remains unresolved, the parties agree to participate in, and be bound by determinations resulting through the administration process of the Workforce Partnership of Greater Rhode Island in lieu of litigation.

**8. TERMINATION FOR CONVENIENCE**

Either the Training Site or the Agency may terminate this Agreement with written notice to the other party.

**9. CONTINGENCY OF FUNDING**

This agreement may remain in force provided funding is available. The loss or disruption of funding shall be cause for termination of the Agreement.

**10. MONITORING AND AUDIT**

The Training Site agrees that the Agency, the Workforce Partnership of Greater Rhode Island and/or authorized local, State or Federal representatives have the right to monitor, audit and review the progress of training and any documents and records pertaining to training for compliance with the terms of this Agreement.

**11. HOLD HARMLESS**

Each party shall take the responsibility for the actions of it's own employees or agents when negligence occurs in the performance of this Agreement.