

APPRENTICESHIP WORKSITE AGREEMENT

This worksite agreement is between _____ (*Community College*) a Gateway Workforce Services Provider and _____ (*company/worksite*), the worksite employer. The purpose of this agreement is to set forth the guidelines to provide Workforce Innovation and Opportunity Act (WIOA) eligible participants enrolled in the _____ Apprenticeship Program the opportunity to attend approved career and technical education programs and simultaneously receive an apprenticeship in their field of study.

Section I. Employer Information

Employer Name:			
Address:	City:	State:	Zip:
Contact Person:	Contact Email:	Contact Phone Number:	
Regular Functions:		Business Hours:	
Information on Apprenticeship Jobs Requested			
Job Title	Pay Rate	Number of Apprentices	Supervisor this Position
Does the Employer have an employee that currently serves or who served during the past year on the Mississippi Partnership Local Workforce Development Board? <input type="checkbox"/> Yes <input type="checkbox"/> No 			

Section II. – Roles and Responsibilities for Apprenticeship Employer

1. The Employer agrees to:
 - a. Follow legal hiring and employment practices. No apprentice shall, on the grounds of race, color, religion, sex, national origin, disability, or political affiliation or belief, be discriminated against or denied employment.
 - b. Provide adequate employee orientation and safety training.
 - c. Maintain Worker's Compensation Insurance coverage for the entirety of the Apprenticeship Program.
 - d. Provide a complete job description and worksite summary on a template provided by the Community College.
 - e. The apprenticeship on-the-job training being directly related to the apprentice's field of study.
 - f. Pay apprentices fair compensation as determined by the competitive market but no less than \$12.00 per hour.
 - g. Design a work schedule that does not interfere with the apprentice's class schedule, and the employer will restrict hours based on academic performance and recommendations of the Community College.
 - h. Provide a supervisor for the apprentice(s) and update the Community College as changes occur.
 - i. Submit appropriate paperwork and payroll information to the Community College in order to receive reimbursement.

2. The Employer understands that:

- a. The apprentice must be enrolled into WIOA in order for the employer to be eligible to receive reimbursement. If the apprentice begins work prior to being enrolled into WIOA, the employer understands that reimbursement will only be made for time worked after the apprentice is enrolled into WIOA.
- b. The apprentice will be an employee of the company and is expected to follow all company policies and procedures. In the event an apprentice's employment ends, the employer will immediately notify the Community College.
- c. No currently employed worker shall be displaced by any apprentice, including partial displacement such as reduction in hours of non-overtime work, wages, or employment benefits.
- d. If an apprentice does not return to school and is not hired by the employer, the employer will be reimbursed as outlined in Section II.4. of this agreement, as this is no fault of the employer.

If an apprentice does not return to school and is hired by the employer, the employer will be required to meet with the Community College and Three Rivers Planning & Development District to discuss a way forward to include further participation in the program. During this time, any other apprentices employed by the employer may continue at the worksite until completion of their apprenticeship.

Section II. Roles and Responsibilities for Community College

1. The Community College will identify eligible students to obtain an acceptable applicant pool, and coordinate interviews for the employer as needed.
2. The Community College will provide instructions to the employer on the process for submitting all required paperwork and payroll documentation.
3. The Community College will notify the employer when an apprentice has been enrolled into WIOA.
4. The Community College will reimburse the employer 50% up to \$6,000.00 per year, for no more than 2 years, not to exceed \$12,000.00 per apprentice over the duration of the program. The reimbursement schedule will be set by the Community College and fully explained to the Employer.

Section III. Hold Harmless Clause

Without waiving its sovereign immunity, and to the extent allowed by law, each party shall indemnify and hold harmless each other, its officers, and officials, and employees from and against all claims and liabilities of any nature or kind, including costs and expenses for or on account of any claims, damages, losses, or expenses of any character whatsoever resulting in whole or in part from the negligent performance or omission of either party's employees or representatives connected with the activities described herein. In agreeing to provide direction, training and supervision of the participant, the agency understands that this does not make The Mississippi Partnership Local Workforce Development Area or its designee liable to the agency or any third party by reason of any future act or failure to act by any participant on or off the job.

Section IV. Signatures

By signing below, the Employer and Community College agrees to adhere to the above criteria and all guidelines of the rules and regulations governing the _____ Apprenticeship Program. Furthermore, the Employer and the Community College understands that Three Rivers Planning & Development District and/or other state or federal representatives may monitor the worksite to ensure compliance with this agreement.

Signature of Worksite Employer

Title

Date

Signature of Community College

Title

Date