

Memorandum of Agreement # _____

YOUTH
MEMORANDUM OF AGREEMENT
FOR
TANF WORK EXPERIENCE
BETWEEN

WORKSITE

ADMINISTERING AGENCY

AND

EFFECTIVE DATE: _____

TERMINATION DATE: _____

There has been established between the Montana Department of Labor and Industry and Public Health and Human Services a program known and described as the "TANF-WEX Summer Program", hereinafter referred to as TANF-WEX, which provides, an employment and training activity known and described as "WORK EXPERIENCE". "WORK EXPERIENCE" is a short-term work assignment designed to enable youth to gain exposure to the working world and its requirements. Work experiences should be designed to help youth acquire the personal attributes, knowledge, and skills needed to obtain a job and advance in employment.

The parties hereto are supporting the "WORK EXPERIENCE" objectives and in consideration of the mutual promises herein expressed, and do hereby agree as follows:

ARTICLE I

WORKSITE

- (1) The Worksite agrees to make available, suitable job(s) at its worksite(s) and in the respective occupation(s) described on the Training Summary attachment for those eligible TANF-WEX participants who are selected and referred to the Worksite by the Administering Agency.
- (2) The Worksite shall have the understanding the Administering Agency has the responsibility for all selection, recruitment, certification, and referral of all participants eligible for this program.
- (3) The Worksite understands the Work Experience participant is in a temporary assignment and that the Administering Agency reserves the right, in accord with the participant, to refer the participant at anytime to another worksite, other activities funded by TANF-WEX, or employment which provides the opportunity for hire in a position not funded under TANF-WEX.
- (4) The Worksite understands that it may **not "fire"** the participant but must work with the Administering Agency to determine whether or not the participant's work experience with the Worksite should be terminated.
- (5) The Worksite understands that youth may not start their assignment until all paperwork is in place and signed by both the Worksite and the Administering Agency.
- (6) It is agreed the participants will be considered for any regular job openings, which occur within the Worksite, if the participants meet the necessary qualifications for the openings. However, the Worksite, understands it is under no legal obligation to do so.
- (7) The authorized representatives of the Administering Agency and State Oversight agency for TANF-WEX activities shall have access to the premises of the Worksite at all reasonable hours for such purposes as monitoring the activities funded under TANF-WEX. Authorized representatives of the Administering Agency shall also have access to the premises of the Worksite at all reasonable hours for such purposes of job-related or personal counseling and job coaching.
- (8) The Worksite shall ensure all requested slots:
 - a. Result in an increase in the Agency's level of employment.
 - b. Do not result in the displacement or partial displacement (e.g. reduction in hours of non-overtime work, wages, or employment benefits) of currently employed workers.

- c. Do not impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed, including services normally provided by temporary, part-time or seasonal workers.
 - d. Result in the creation of slots that are in addition to those that would be funded in the absence of assistance under TANF-WEX.
- (9) The Worksite further ensures that:
- a. No participant will be placed in or remain working in any position when the same or substantially equivalent position is vacant due to a hiring freeze unless it can be demonstrated the freeze resulted from the lack of funds to sustain staff and was not established in anticipation of the availability of funds under TANF-WEX.
 - b. No participant shall be hired into or remain working in any position when any other person not supported under TANF-WEX:
 - 1. Is on layoff from the same or substantially equivalent job within the same organizational unit.
 - 2. Is on layoff from or has been bumped and has recall or bumping rights to that position, per a personnel code or practice or a collective bargaining agreement.
- (10) The Worksite assures that (1) no person with responsibilities in the operation of the Program will discriminate with respect to any employee of the Program or any participant or any applicant for participation in such Program because of race, color, religion, sex, national origin, age, disability, political affiliation or belief, creed, or marital status, (2) the Program will not involve political activities and neither the Program, the funds provided therefore, nor the personnel employed thereunder, shall be, in any way or to any extent, engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, of the United States Code, (3) participants in the Program will not be employed in the construction, operation or maintenance of any facility as is used or to be used for sectarian instruction or as a place of religious worship, (4) no individual will be placed in a work experience activity if a member of that person's immediate family is directly supervised by or directly supervises that individual (WIOA Regulation 683.200(g); Montana Codes Annotated (MCA) 2-2-301 through 2-2-304), and (5) all Employment and Child Labor Laws will be obeyed.
- (11) The Worksite understands that neither overtime work nor overtime pay is allowed.
- (12) The Worksite shall advise the Administering Agency of the existence of Collective Bargaining Agreements covering occupations for which work experience is proposed. Where a Bargaining Agreement exists, written concurrence must be obtained from the appropriate Bargaining Agency prior to the selection or referral of applicants. Where no Bargaining Agreement exists the Worksite shall attest by signing the concurrence.
- (13) The Worksite shall request approval of the Administering Agency prior to allowing a participant to perform duties not contained in the description of the work experience to be provided on the Training Summary attachment. The Worksite understands that if duties change the Training Summary must be modified. A change in a job title will require a new Training Summary.
- (14) The Worksite shall provide worksite supervision at all times and sufficient equipment and/or materials to carry out the activity and ensure the enhancement of the participant's employability.
- (15) The Worksite shall ensure complete and accurate records of participant's time and attendance. Such records must be completed in ink and signed and dated by the participant and the worksite supervisor.
- (16) The Worksite ensures that the worksite supervisor completes an evaluation of the youth's work progress on the youth's timesheet for each pay period.
- (17) The Worksite shall otherwise abide by and comply with all standards, rules, policies, guidelines and procedures adopted by the U.S. Department of Labor and delegated to the Administering Agency for implementation under TANF-WEX.

ARTICLE II

ADMINISTERING AGENCY

In consideration of the foregoing stipulations to the Worksite on its part to be performed, the Administering Agency agrees:

- (1) To select and refer to the Worksite eligible participants for the occupation(s) listed on the Training Summary attachment, and such additional eligible participants whenever vacancies occur by reason of termination or otherwise.
- (2) To provide:
 - (a) payment of wages that are at current minimum wage;
 - (b) payment of wages equivalent to other workers in similar occupations and experience;
 - (c) payment of prevailing wage as appropriate when the youth is placed in an occupation that meets prevailing wage standards;
 - (d) payment of wages and benefits for all eligible participants for the allowable hours (no overtime pay) of participation in work experience on the occupations listed on the attached Training Summary.
- (3) To monitor the Program and its participants at their worksite(s) at reasonable hours and as frequently as the authorized representatives of the Administering Agency office may deem necessary in order to assure the work experience is constructive for the participant.
- (3) To furnish the Worksite with copies of all standards, rules, guidelines, procedures, forms, and other information, which it deems necessary for the proper conduct by the Worksite to that end.

The Administering Agency may provide wage increases based on the following:

- (1) The youth's performance on the job; and/or
- (2) Based on the recommendation from the Worksite

Any increase in wages must not be over and above what other employees in similar jobs and experience are receiving.

Wage increases requires a modification to the Training Summary and a wage change document.

ARTICLE III

MODIFICATION

It is mutually agreed and understood by and between the Administering Agency and Worksite that this Agreement may be modified as necessary by the issuance of a written modification, signed and dated by both parties. Changes in items such as job duties or assignments, wage changes or changes in worksite supervision do not require a modification to the original MOA.

ARTICLE IV

AMENDMENT OR TERMINATION

This Agreement is contingent on the availability of Federal funds and continued Federal authorization for program activities, and is subject to amendment or termination due to lack of funds or authorization. The agreement may also be terminated for convenience by either party; or for cause if the Administering Agency determines the worksite is not an appropriate placement or is not meeting the conditions set forth in this or other documents that pertain to the work experience activity.

ARTICLE V

CONFIDENTIALITY OF ENROLLEE RECORDS

The Worksite agrees to maintain the confidentiality of any information regarding enrollees or their immediate families, which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. Without permission of the participant, such information shall be divulged only as necessary for purposes related to the performance of this Agreement and to persons having responsibilities under this Agreement or in accordance with law.

ARTICLE VI

ASSIGNMENT

Performance under this Agreement shall not be assigned.

ATTACHMENTS

1. Union Concurrence
2. Number of Training Summary Attachments made a part of this Agreement _____
(All Training Summaries pertaining to this MOA shall (1) be attached to the MOA; and (2) a working copy maintained with each participant's timesheets.)

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

NAME OF WORKSITE

NAME OF ADMINISTERING AGENCY

SIGNATURE OF AUTHORIZED REPRESENTATIVE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

TITLE OF AUTHORIZED REPRESENTATIVE

TITLE OF AUTHORIZED REPRESENTATIVE

DATE

DATE

INSTRUCTIONS FOR COMPLETING
THE MEMORANDUM OF AGREEMENT FOR
TANF-WEX WORK EXPERIENCE

Page One

Memorandum of Agreement #: Sequentially number all TANF-WEX Work Experience Memoranda of Agreements.

Administering Agency: The service provider is the administering agency. Complete the blanks by legibly printing or typing in agency name and address.

Worksite: The Worksite is the entity providing the worksite for participants. Complete the blanks by legibly printing or typing in the entity's name and address.

Effective Date: Write or type in the date the agreement becomes effective.

Termination Date: Write or type in the date the agreement ends (**date TANF-WEX contracts from the starting month e.g., MAY, 2016 THROUGH SEPTEMBER 30, 2016**). Must be original dates, whiteout is not allowed.

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ATTACHMENTS:

1. Union Concurrence Form (TANF.05)
2. Number of Training Summary Attachments Made a Part of This Agreement: Write or type in the number of attachments.

SIGNATURES:

Name of Worksite: Write in the name of the entity providing the worksite.

Signature: Signature of authorized representative of Worksite.

Title: Write or type in title of authorized representative. This must be the title of the person authorized to sign the agreement.

Date: Write in the date the Worksite signed the agreement. The date of signature must be on or before the effective date of the agreement.

Name of Administering Agency: Write in the name of the agency providing the worksite.

Signature: Signature of authorized representative of administering agency.

Title: Write or type in title of authorized representative. This must be the title of person authorized to sign the agreement.

Date: Write in the date the administering agency signed the agreement. The date of signature must be on or before the effective date of the agreement.

Missing or photocopied dates are unacceptable.