

WORK EXPERIENCE AGREEMENT UNDER THE  
WORKFORCE INVESTMENT ACT

BETWEEN THE

AGENCY FOR HUMAN RESOURCES DEVELOPMENT

AND

**(Name of Department / Agency)**

WORK EXPERIENCE CONTRACT NUMBER: WE-FY2012-0001

CFDA NUMBERS: 17.258, 17.259, 17.260

This Agreement is entered into by and between the **Agency for Human Resources Development**, designated Administrative Entity for programs funded under the Workforce Investment Act (WIA), hereinafter referred to as Agency, and the **(Name of Department / Agency)** hereinafter referred to as the Work Sponsor.

**I. PURPOSE**

To engage in the services of the Work Sponsor to provide participant(s) with a compensated Work Experience activity that is planned, structured learning experiences for a limited time to promote the development of good work habits and basic work skills for customers who have never worked or who have been out of the labor force. The Work Sponsor will provide an opportunity for participants to acquire, through close supervision, an appreciation of workplace norms that may include self discipline, relating to others, attendance and accountability, understanding compensation, and learning to appreciate and meet the Work Sponsor's reasonable expectations.

**II. WORK SPONSOR'S RESPONSIBILITIES**

1. **Work Assignments:** The Work Sponsor agrees to provide Work Experience activity to assign participant(s) for position(s) specified in Attachment A – Work Sponsor Data; and, that the job duties performed by the participant(s) correlates with the job description for each position identified.
2. **Working Conditions:** The Work Sponsor agrees that the participant(s) will not be required to work in situations, which are unsanitary, hazardous, or dangerous to the participant's health or safety.
3. **Supervision:** The Work Sponsor shall provide the necessary supervision, training on work equipment and/or materials, to enable the participant(s) to perform their duties. An alternate supervisor should be made readily available to the participant(s), if the immediate supervisor is absent or unavailable. The Work Sponsor must ensure that the ratio of supervisor to WIA participant(s) does not exceed 1:5.
4. **On-site Visits:** The Work Sponsor agrees to allow authorized Agency representatives to make on-site visits with the WIA participant(s) to provide counseling services, if needed, and to monitor their training progress. Work Sponsors will be required to submit annually renewed business licenses and shall be subject to worksite inspection.

5. **Attendance Records, Timesheets, and Payroll Checks:** The Work Sponsor will be responsible for keeping office records documenting the attendance of the participant(s) on Timesheets provided by Agency, certifying the attendance, and transmitting it to Agency on a bi-weekly basis (Government of Guam pay period endings). The completed timesheets must be received by Agency payroll, no later than 10:00 a.m., Thursday, on pay period ending. The participant(s) is/are not entitled to holiday pay, annual leave, sick leave, or administrative leave; therefore, these must not be indicated on the timesheets. Authorized absences due to illness, or personal reason will be recorded as leave without pay. Any participant(s) released from Work Sponsor's site for Agency-authorized orientations, workshops, or counseling will be paid for the time spent in these sessions, unless there is indication that the participant(s) did not attend the scheduled session. Release time of this nature must be indicated on the timesheet. The Work Sponsor also agrees to designate a representative, and an alternate representative to be responsible for the collection of the participant's payroll checks from Agency, and for its proper distribution thereof; Agency will only release payroll checks to authorized representatives specified in the Work Sponsor Data Sheet, attached and made a part of this Agreement.
6. **Participation:** Participation in the Work Experience activity is not to exceed 40 hours per workweek per participant.
7. **Absenteeism & Problems:** The Work Sponsor agrees to inform Agency of any absenteeism, sickness, or problems that may arise regarding the participant(s) assigned to the Work Sponsor's site.
8. **Performance Progress Reporting:** The Work Sponsor agrees to evaluate each participant's performance once a month during the Work Experience activity, and provide a comprehensive evaluation at the end of each participant's term.
9. **Retention:** Upon successful completion of a participant's Work Experience activity, the Work Sponsor agrees to retain participant into the next program activity as stated in their Career Strategy Plan, or offer unsubsidized Government of Guam employment contingent upon meeting eligibility requirements and subject to the availability of funding.

### III. AGENCY'S RESPONSIBILITIES

1. **Eligibility & Referral(s):** Agency shall determine a participant's eligibility for WIA services and refer the participant(s) to the Work Sponsor.
2. **Compensation:** Unless otherwise specified in this Agreement, Agency will pay 100% of the participant's wages under Government of Guam Request for Personnel Action (GG-1). Wages shall not be less than the Federal or local hourly minimum wage rate. The participant(s) will not be paid for sick leave, annual leave, holidays, vacations and unauthorized absences. Other than Agency - authorized absences, such as scheduled workshops, orientations, and counseling sessions; all other authorized absences shall be recorded as leave without pay.
3. **Workmen's Compensation:** Work Experience participant(s) who are receiving 100% compensation from the Agency's Program are covered by the legal provisions applicable to Agency.

4. **Benefits:** Work Experience participant(s) are not entitled to retirement and insurance benefits.
5. **Pre-Award Surveys:** Prior to executing this Agreement, Agency will conduct a pre-award survey to ensure that the Work Sponsor's site is adequate for training; and to finalize appropriate arrangements for the placement of participant(s).
6. **Orientation:** Agency will provide an orientation to all worksite supervisors and/or coordinators on the administrative requirements and logistics; at the start of each program year.
7. **Agency Representative:** An authorized representative will be made available to the Work Sponsor in implementing any of the conditions set forth herein.

#### IV. TERM OF AGREEMENT

The term of this agreement shall not exceed a 3-year period commencing the date upon which the Governor affixed his signature and continuing through June 30, 2015. Duration of the Work Experience activity shall not exceed total training hours per participant as identified and document in Agency's program "Referral" form and inline with the participant's Career Strategy Plan.

#### V. EFFECTIVE DATE

This agreement shall take effective the date upon which the Governor affixed his signature. It is acknowledged by parties that this agreement becomes binding and enforceable when all authorized parties, including the Governor, have affixed their signatures. Agency is not obligated to reimburse the Work Sponsor for any wages paid to the participant prior to signature by all authorized parties. In the case of 100% subsidized training, the request for Personnel Action (GG-1) certified and approved by the Administrative Entity (Agency) shall be the instrument to authorize commencement of training activities for the participant.

#### VI. ASSURANCES AND CERTIFICATIONS

##### A. General Assurances

1. The Work Sponsor agrees and certifies that it will comply with the requirements of the US P.L. 105-220 entitled Workforce Investment Act, as amended, adhere to provisions of the Code of Federal Regulation Title 20, Chapter V, Part 660-671, along with any other applicable federal regulations, and procedural instructions issued by the Secretary of the U.S. Department of Labor. The Work Sponsor further assures that when applicable federal laws or regulations or local laws, rules or procedural instructions are promulgated, augmented, amended or revised, it shall comply with them upon receipt of written notification.
2. The Work Sponsor assures that it will comply with Title IV and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Equal Pay Act, the

Rehabilitation Act and the regulations promulgated pursuant to each Act in that no person shall be excluded from participation in or be discriminated against because of race, color, sex, national origin, citizenship, religion, age, disability, or political affiliation or belief.

3. The Work Sponsor assures that no funds provided under this Agreement would be used to support any religious activities. Participants in the program shall not be employed in the construction, operations, or maintenance of any facility, which is used for religious instruction or worship.
4. The Work Sponsor assures that appropriate standards for health and safety in work and training environment will be maintained, which shall be at least as effective as that which would be required under the Occupational Safety and Health Act of 1970 (U.S.C. 651 et seq.).
5. The Work Sponsor assures that no funds provided under this Agreement will be used for any political activity, lobbying of Federal State or Local Legislators, or to promote or oppose unionization.
6. The Work Sponsor shall ensure that the physical condition of a building or a facility does not reduce the accessibility to or usefulness of such a building and facility to the physically disabled.
7. The Work Sponsor shall ensure compliance with provisions of Title 22, Guam Code Annotated Chapter 3, Articles 1, 2, and 3, entitled the Fair Labor Standards, and the Wage & Hour Commission's Regulations.
8. The Work Sponsor further assures and certifies that neither itself nor any other units planned for participation in the program are listed on a debarment list due to violation of Title VI and VII of the Civil Rights Act of 1964, nor are any propose parties to the Agreement aware of any pending action which might result in such debarment.
9. The Work Sponsor warrants that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated, or who has been convicted of an offense with the same elements as heretofore defined in any other jurisdiction, or who is listed on the Sex Offender Registry shall provide services on behalf of the Work Sponsor while on Government of Guam property, with the exception of public highways. If any employee of the Work Sponsor is providing services on government property and is convicted subsequent to an award of a contract, then the Work Sponsor warrants that it will notify the Agency for Human Resources Development of the conviction within twenty four hours of the conviction, and will remove immediately such convicted person from providing services on Government of Guam property. If Work Sponsor is found to be in violation of any of the provisions of this paragraph, then the Agency for Human Resources Development will give notice to Work Sponsor to take corrective action. Work Sponsor shall take corrective action within twenty-four hours of notice from the Agency; and Work Sponsor shall notify the Agency when action has been taken. If Work Sponsor fails to take corrective steps within twenty-four of notice from the Agency in its sole discretion may suspend temporarily any contract

for services until corrective action is taken.

**B. Work Performance Assurance and Termination Clause**

The Work Sponsor further assures and certifies that upon written notice of non-compliance with any of the assurances, certifications, or provisions contained herein, it will immediately take the necessary corrective action required to be in compliance. Agency will be allowed to conduct scheduled and unscheduled monitoring of the worksite to ensure corrective actions have been taken. If the conditions of non-compliance with any of the certifications and assurances contained herein or the condition of non-compliance with any other provision of which this is a part is not corrected within thirty (30) days after receipt of written notification of such non-compliance, Agency shall have the right to revoke all or part of this Agreement.

**C. Assignment of Responsibilities**

This Agreement assures that Work Sponsor records shall be maintained for each participant in the Work Experience program in sufficient detail to demonstrate compliance with the relevant provisions of this agreement and regulatory criteria.

**D. Maintenance of Effort**

1. The Work Sponsor agrees that this program will not result in the displacement of currently employed workers or impairs existing contracts for services.
2. The Work Sponsor agrees that no Agency participant will be hired into or remain in any position when the same or substantially equivalent position is vacant due to a hiring freeze, or when any non-Agency person is on lay-off from the same or substantially equivalent position, or when the non-Agency person has been laid off and has recall rights to that position pursuant to the Work Sponsor's personnel policy or a collective bargaining agreement.

**E. Modification**

The parties to this agreement may make modifications to the services to be performed hereunder. If such modifications cause an increase or decrease in the time required for performance, an agreeable adjustment shall be made and the agreement shall be modified in writing, signed by all parties.

**CERTIFICATION AS TO THE AVAILABILITY OF FUNDS**

This is to certify that sufficient funds will be made available through a "Certified and Approved" Request for Personnel Action Form FCN-2-0-7 (GG-1) to compensate participant(s) in the Workforce Investment Act - Work Experience activity positions identified in "Attachment A" of this agreement. The participant(s) compensation will be One Hundred Percent (100%) federally funded by Workforce Investment Act through the Agency for Human Resources Development.

Certified By: \_\_\_\_\_  
**VICTORIA H. MAFNAS, CERTIFYING OFFICER**

IN WITNESS THEREOF, the parties have agreed to the provisions of this Agreement on the dates indicated by their respective names.

**APPROVED FUNDING FORM:**  
BUREAU OF BUDGET & MANAGEMENT  
RESEARCH

**APPROVED BY:**  
AGENCY FOR HUMAN RESOURCES  
DEVELOPMENT

\_\_\_\_\_  
*John A. Rios, Director*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Alfredo O. Antolin Jr., Director*

\_\_\_\_\_  
*Date*

***APPROVED AS TO LEGALITY & FORM***

\_\_\_\_\_  
*LEONARDO M. RAPADAS*  
*Attorney General of Guam*  
*Date: \_\_\_\_\_*

***APPROVED***

\_\_\_\_\_  
*EDDIE BAZA CALVO*  
*Governor of Guam*  
*Date: \_\_\_\_\_*

ATTACHMENT A  
WORK EXPERIENCE PROGRAM  
Work Sponsor Data

- A. Name Of Work Sponsor: (Name of Department / Agency)
- B. Address: (Department / Agency Address)
- C. Location: (Department / Agency Location)
- D. Telephone Number:
- E. Fax Number:
- F. Name Of Coordinator (S):
- G. Person(s) Authorized To Collect Customers  
Payroll Checks from Agency:
- H. Allowable work hours: Forty Hours (40) per week, per participant
- I. Hourly Rate: \$7.25 beginning
- J. Holidays Observed: All holidays observed by employer
- K. Is the work sponsor required to have a current  
worker's compensation policy to cover the  
participant (s) in the event of work injury?  
 NO  
 YES, copy of Work Sponsor's Current  
Worker's Compensation Certification  
attached
- L. Industry:
- M. List Of Positions Under This Agreement  
(See attached copy of Job Descriptions for each  
position listed)  
1. \_\_\_\_\_  
2. \_\_\_\_\_



**Work Experience Program  
Job Description**

(These are examples only)

<p><b>World of Work exposure:</b> Participant will receive instruction in proper work habits, such as but not limited to, reporting to work on time, who to report to, attendance policy, work attitude, working with other employees. Gain an understanding of the importance of dependability and work ethics.</p>	
Community Program Aide	<b>% Of Total Hours</b>
<p><b>Tasks</b></p> <ul style="list-style-type: none"> <li>• Assist participants and their families with receiving Resource Center (RC) programs and services (after school activities, case management and counseling) as assigned by the RC site supervisor or social workers</li> <li>• Provide mentoring activities and transportation services to at-risk children and youth, including juvenile offenders.</li> <li>• Assists in the coordination and implementation of programs and activities.</li> <li>• Prepares and submit reports as required.</li> <li>• Attends training conferences and meetings as required.</li> <li>• Assists in outreach services and community presentations, exhibits and displays.</li> <li>• Perform routine clerical tasks and maintain records.</li> <li>• Performs related duties as required.</li> </ul>	98%
Orientated on Work Sponsor's policies, rules, procedures, and on safety matters.	1%
Provides information on what is expected of position and participant's expectation of Work Sponsor.	1%

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Job Description**

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Administrative Aide	% Of Total Hours
<p><b>Tasks</b></p> <ul style="list-style-type: none"> <li>• Attends meetings in the absence of site supervisor and imparts information relative to agency services.</li> <li>• Monitor and maintain office procedures.</li> <li>• Assist in the outreach services and community presentations, exhibits and displays.</li> <li>• Assist in the planning and coordination of clientele and community activities and other services (Chansa, community service, after school care programs, etc.)</li> <li>• Perform routine clerical tasks and maintains records.</li> <li>• Assist in the supervision of subordinate staff in the absence of site supervisor.</li> <li>• Performs related duties as required.</li> </ul>	98%
Orientated on Work Sponsor's policies, rules, procedures, and on safety matters.	1%
Provides information on what is expected of position and participant's expectation of Work Sponsor.	1%