

Northwest Workforce Council

MEMORANDUM OF UNDERSTANDING/MOU

This agreement is authorized pursuant to Title IB of the Workforce Innovation and Opportunity Act (WIOA, PL 113-128). Northwest Workforce Council (“NWC”) is a non-profit organization engaged in developing the workforce in Whatcom, Skagit, Island and San Juan Counties as authorized under the federal Workforce Innovation and Opportunity Act.

- NWC consists of business, labor, education and government representatives united in their efforts to address state and local economic development priorities.
- NWC partners with a wide range of employers to provide individuals meaningful work experience and the Training Worksites significant benefits.

NWC agrees to provide eligible workers (“Trainees”) to the Training Worksite under the following terms and conditions:

1. **Relationship.** NWC will provide Trainees to the Training Worksite at the Training Worksite’s request. The Training Worksite shall have the right to accept or reject a Trainee by notifying NWC. NWC will reassign/remove Trainees at the request of the Training Worksite.
2. **NWC Obligations.** NWC (not the Training Worksite) serves as the Trainee’s employer of record.
 - 2.1 NWC will pay all wages, payroll taxes, and benefits associated with the Trainee including Washington State Labor and Industries Industrial Insurance coverage.
 - 2.2 NWC will provide counseling to encourage positive program experiences in the manner specified by the Training Worksite, within the specifications of the Job Description approved by NWC.
 - 2.3 NWC will inform the Trainees of their rights and responsibilities to the Training Worksite and the NWC.
 - 2.4 NWC will ensure that the Trainees who are students engaged in educational activities continue such participation.
 - 2.5 NWC will monitor and evaluate all employment experiences provided to the Trainees.
3. **Training Worksite’s Obligations.** The Training Worksite will be responsible for supervising the Trainee once assigned to its location.
 - 3.1 The Training Worksite will define hours of work, specific duties, orient the Trainee accordingly, and receive a program orientation from the NWC.
 - 3.2 The Training Worksite will complete bi-weekly time record of the Trainee’s work and progress evaluations on performance.
 - 3.3 The Training Worksite will provide training and qualified supervisory personnel for each Trainee.
 - 3.4 The Training Worksite will provide supplies, equipment, and other work tools and facilities ordinarily provided by the worksite for the purpose of this agreement.
 - 3.5 The Training Worksite will post the Northwest Workforce Council’s valid *Washington State Minor Work Permit* in a visible location when the Trainee is a minor, and strictly abide by the rules and regulations for the employment of minors.
 - 3.6 The Training Worksite shall establish standards as to qualifications to operate its equipment. The Training Worksite shall be the sole judge of the qualifications of the Trainee in this respect.
 - 3.7 The Training Worksite will provide Trainees release time from work for participation in other pre-approved training activities.
4. **Legal Obligations.** NWC must also ensure that the following legal conditions are met.
 - 4.1 The Training Worksite will comply with the Federal and State law and Local ordinances relating to

employment including Title VII the Civil Rights Act. The Training Worksite shall not discriminate against any individual in the United States, on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief or, against any beneficiary of, applicant to, or participant in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act, on the basis of the individual's citizenship status or participation in any WIOA Title I—financially assisted program or activity

- 4.2 The Training Worksite is required to ensure that the health and safety standards established under Federal and State law and otherwise applicable to working conditions of employees shall be equally applicable to working conditions of Trainees engaged in specific activities. The Training Worksite will also comply with the general requirements defined by the Department of Labor and Industries for the prevention of COVID-19 (<https://lni.wa.gov/forms-publications/F414-164-000.pdf>) and updates posted at <https://www.lni.wa.gov/safety-health/safety-topics/topics/coronavirus#requirements-and-policies>).
 - 4.3 The Training Worksite represents that the training program will not result in the displacement of employed workers or those in layoff status or impair existing contracts for services or result in the substitutions of Federal or State funds for other funds in connection with that work that would otherwise be performed. The Trainee will not be assigned to a Training Worksite which is the subject of a labor dispute involving a work stoppage.
 - 4.4 The Training Worksite represents that the Trainee will not be employed on the construction, operation or maintenance of that part of any facility which is used or will be used for religious instruction or worship.
 - 4.6 The Training Worksite represents that the work activity does not involve political activity.
5. **Mutual Indemnification.** NWC shall indemnify Training Worksite against all loss, liability, claims, damage and expense, that may be asserted against or sustained by Training Worksite as a result of NWC's actions under this Agreement. Training Worksite shall indemnify NWC against all loss, liability, claims, damage and expenses, that may be asserted against or sustained by NWC as a result of Training Worksite's actions under this Agreement.
6. **Cancellation.** NWC or the Training Worksite may cancel this Memorandum of Understanding and the underlying relationship at any time by providing written notice.

Northwest Workforce Council and Training Worksite agree to these terms on the date(s) listed below.

Northwest Workforce Council

Training Worksite: _____

By: _____
Print name/Title

Address: _____

Email _____

By: _____
Signature of Authorized Representative

By: _____
Print Name/Title of Authorized Representative

Date: _____

By: _____
Signature of Authorized Representative

MOU valid for two (2) years from date shown above.