

**State of Alaska
Department of Health and Social Services
Division of Public Assistance
Business Work Experience Site Agreement**

DPA Office Address
Telephone
Fax

Business Name and Address
Telephone
Fax

Note

This agreement permits the Division of Public Assistance (DPA), or its agent, to place an Alaska Temporary Assistance Program participant at the Business Experience Work Site named above, to perform tasks that develop job skills and work habits. To execute this agreement, DPA and the Business Experience Work Site named above agree to the following:

Business Work Experience Terms and Conditions

DPA, or its agent, agree to:

- Screen participants to assess their skills and suitability to perform tasks at the work site.
- Contact the work site supervisor to arrange placement of participants.
- Assist the work site supervisor to resolve problems that may occur during a participant's placement.
- Assume responsibility for the cost of treatment (up to a limit of \$25,000) of accidental injuries suffered by a participant at the work site, if the work site does not already provide such coverage.

The Business Experience Work Site agrees to:

- Identify the tasks assigned to participants.
- Provide on-going supervision of participants.
- Orient and train participants to perform assigned tasks.
- Report a participants' attendance monthly to DPA.
- Notify DPA, or its agent, within 24 hours if participants sustain an injury at the work site.
- Notify DPA, or its agent, within 24 hours if participants do not perform assigned tasks, duties, or responsibilities as directed.
- Notify DPA, or its agent, within 24 hours if participants fail to appear at the work site on two consecutive days, without reasonable explanation.

CERTIFICATION STATEMENT:

We agree that Alaska Temporary Assistance Business Work Experience participants must not displace any currently employed worker or position, including partial displacement by a reduction in hours of overtime, wages or benefits. Placements made under this agreement must not prevent an employee in layoff status from filling a similar vacant position, or fill a position created by a layoff or a reduction in force. The parties also agree to abide by the attached Special Provisions.

Business Experience Work Site Representative

Date

Caseworker (DPA or its agent)

Date

Business Work Experience Special Provisions

The Business Experience Work Site will adhere to reasonable health and safety standards.

The Business Experience Work Site will observe discrimination laws with regard to race, sex, national origin, religion, age, or disabling condition.

Business Experience Work participants are excluded from Worker's Compensation coverage.

DPA does not provide coverage for liability claims against the Business Experience Work Site resulting from the actions of a participant.

A participant's Temporary Assistance benefit payment is considered compensation for work performed.

The Business Experience Work Site will provide the tools and equipment needed by the participant to perform assigned tasks, without charge to the participant or DPA.

The Business Experience Work Site may refuse to accept the placement of a participant, and may terminate a participant's placement or this agreement if the participant's attendance, performance or demeanor is unacceptable to the business.

In order to perform assigned tasks, a participant cannot be required to remain away from home overnight without the consent of DPA and the Participant.

Complaints by current employees at the Business Experience Work Site, or the employee's representative, that a Work Experience placement violates any of the prohibitions described in this agreement's Certification Statement must be forwarded to the DPA regional manager. The aggrieved employee must make an oral or written complaint to the DPA regional manager within 30 days of the Temporary Assistance participant's Business Experience Work Site assignment. The DPA regional manager must offer an opportunity for an informal hearing within 15 days of receipt of the complaint. If a collective bargaining agreement exists, agreement grievance procedures will be used to address the complaint; otherwise, the regional manager makes a reasonable effort to gather information about the complaint and make a decision. If appropriate, the regional manager can terminate the placement. If the current employee disagrees with the regional manager's decision, they may appeal to the DPA Director. The Director will accept written evidence and arguments from the current worker and the regional manager. The Director may hold an oral hearing and must issue a final decision within 30 days of receipt of the appeal.

Should the work site fail to meet any element specified in this agreement, DPA reserves the right to terminate the participant's placement.

When a business accepts a DPA Business Experience Work participant, they are providing an individual the chance to develop skills necessary for paid employment. If, at a future date, a Business Experience Work participant secures an offer of paid employment, it is agreed that this Business Work Experience Agreement may be ended with short notice. The participant's entry into a paid job represents a successful outcome for all parties.

The Alaska Department of Health and Social Services, Division of Public Assistance, complies with Title II of the Americans with Disabilities Act of 1990. These documents are available in alternative communication formats upon request. Please contact the Director's Special Assistant at (907) 465-3349, TDD (907) 465-3347.