

# Northwest Workforce Council

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- [www.nwboard.org](http://www.nwboard.org) -

## MEMORANDUM OF AGREEMENT

This agreement, authorized pursuant to Title IB of the Workforce Innovation and Opportunity Act (PL 113-128), is entered into for the purpose of operating and cooperating in an employment and training program which provides work experience to assist individuals in gaining meaningful exposure to career opportunities, occupational training, and a work environment that prepares them for entry into further training or employment.

*NW Educational Services District #109*, hereinafter referred to as the Host Worksite and the Northwest Workforce Council (NWC) mutually agree to the following:

### THE HOST WORKSITE AGREES TO:

1. Define hours of work, specific duties, orient the Intern accordingly, and receive a program orientation from the NWC.
2. Complete time record of the Intern's work and progress evaluations on performance.
3. Provide training and qualified supervisory personnel for each Intern.
4. Provide supplies, equipment and other work tools and facilities ordinarily provided by the worksite for the purpose of this agreement.
5. Provide Interns release time from work for participation in other approved training activities which may include educational enrichment and job search.
6. Post a valid *Washington State Minor Work Permit* in a visible location when the Intern is a minor, and strictly abide by the rules and regulations for the employment of minors.
7. Shall establish standards as to qualifications to operate its equipment. The Host Worksite shall be the sole judge of the qualifications of the Intern in this respect.

### THE NORTHWEST WORKFORCE COUNCIL AGREES TO:

1. Pay all wages, payroll taxes, and benefits associated with the Intern including Washington State Labor and Industries Industrial Insurance coverage.
2. Provide counseling to encourage positive program experiences.
3. Inform Interns of their rights and responsibilities to the Host Worksite and the NWC.
4. Insure that Interns who are students engaged in educational activities continue such participation.
5. Monitor, evaluate and review all employment experiences provided to the Intern.

### INTERN ASSIGNED TO THE WORKSITE:

1. Is not in any sense to be considered an employee of the Host Worksite.
2. Shall be assigned and be required to perform duties in the manner specified by the Host Worksite, within the specifications of the Job Description approved by NWC.
3. Shall meet Worksite standards as to qualifications to operate its equipment. The Host Worksite shall be the sole judge of the qualifications of the Intern in this respect.
4. Attend all scheduled activities provided for the Intern by the NWC.

### ASSURANCES AND CONDITIONS:

1. The Host Worksite will comply with the Federal and State law and Local ordinances relating to employment including Title VII of the Civil Rights Act of 1964 (42 USC 2000d).

2. Health and safety standards established under Federal and State law otherwise applicable to working conditions of employees shall be equally applicable to working conditions of Interns engaged in specified activities.
3. The Host Worksite shall not discriminate against Interns on the grounds of race, color, religion, sex, national origin, disability, political affiliation or belief, age (except where age is a bona fide occupational qualification) or solely because of their status as an Intern under this agreement.
4. **The 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 Intern will not be assigned to a Host Worksite which is the subject of a labor dispute involving a work stoppage.**
5. The Intern will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship.
6. The work activity does not involve political activity.
7. Hold harmless the NWC, its officers, employees, and funding sources from any and all liabilities and claims of any kind, including costs and expenses, on account of any suits or damages, including death, sickness or injury to persons or property, from any cause whatsoever arising from or connected with the operation or services of the worksite, its agents, representatives or employees.

The duration of employment for Interns is limited to the duration of their current program. This agreement shall be valid until December 31, 2017.

This agreement may be terminated immediately for: 1) non-performance, or 2) lack of funds, or 3) violations of Workforce Investment Act and its implementing regulations.

It is recognized that this agreement can be terminated immediately based upon a valid request by the Intern, the Worksite, or the NWC.

**HOST WORKSITE:**

Northwest Educational Services District 189  
 Name of Organization  
 1601 R. Ave.                      Anacortes WA                      98221  
 Mailing Address                      City                      State                      Zip

Printed Name and Title of Authorized Representative

*[Signature]*                      6/20/16  
 Signature of Authorized Representative                      Date

**SPONSORING AGENCY: Northwest Workforce Council (NWC)**

*[Signature]*                      6/17/16  
 Signature of Authorized Representative                      Date