SOUTHERN WORKFORCE BOARD

WORK EXPERIENCE & TRANSITIONAL JOBS POLICY

March 13, 2019
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October 30, 2024
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OKLAHOMA WORKS
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SWB is an Equal Opportunity Employer/Program and Activities. Auxiliary aids and services are available upon request to individuals with disabilities. SWB's employment program is 100 percent funded by the U.S. Department of Labor through awards totaling $5,000,000.

BABEL NOTICE (29 C.F.R. § 38.9(g) (3)): This document contains vital information. If English is not your preferred language, contact One Stop Operator, ososouthern@gmail.com, 1414 E. Wade Watts Ave. McAlester, Ok. 74501 (580)634-1853 TTD/TTY: 711 or 800-722-0353 to obtain translation and/or interpretation services for the content of this document

Purpose
This policy establishes a system for provision of Work Experience (WEX) and Transitional jobs to participants of the WIOA Title I Adult, DLW and Youth Programs. The WIOA Title I Service Provider(s) must adhere to the policy and procedures contained within.

Background
Work Experience is designed to promote the development of good work habits and basic work skills for individuals who have never worked or who have been out of the labor force for an extended period of time or who lack good work skills.

References
- Workforce Innovation and Opportunity Act (WIOA) Section 134(d)(5)
- 20 CFR 678.430
- 20 CFR 680.190
- 20 CFR 680.195
- 20 CFR 683.270
- 20 CFR 680.840
- 20 CFR 680.900
- TEGL 19-16
- Title 29- Labor
- WSD 35-2024

Policy
The work experience and transitional jobs activity is designed to provide program participants with work experience and an opportunity to develop important workplace skills including "soft skills" necessary to attain and retain employment. Work experience activities fall under the Individualized Career Services and must meet the WIOA Title I Program Eligibility for Individualized Career Services and are provided based on an assessment and individual employment plan (IEP) or individual service strategy (ISS) as follows:

A. Adult/DLW-Work Experience is defined in WIOA Section 134(c)(2)(A) as: a planned, structured learning experience that takes place in a workplace for limited period of time. Work experience may be paid or unpaid, as appropriate. A work experience or internship may take place in the private for profit sector, the non-profit sector, or the public sector. Labor standards apply in any work experience where an employee/employer relationship, as defined by the Fair Labor Standards Act, exists.

   Transitional Jobs

   Transitional jobs are a type of work-experience for adult and dislocated worker participants, is an individualized career service under WIOA. Transitional jobs are time-limited, wage-paid work experiences that are subsidized up to 100 percent. These jobs can be in the public, private, or nonprofit sectors and are only available for individuals with barriers to

employment who are chronically unemployed or who have an inconsistent work history. Transitional jobs provide individuals with work experience and an opportunity to develop important workplace skills within the context of an employee-employer relationship, in which the program provider generally acts as the employer, and with an opportunity to develop important workplace skills.

Transitional Job requirements:

- Must be combined with comprehensive career and supportive services.
- Must be designed to establish a work history for the individual, demonstrate success in the workplace, and develop the skills that lead to entry into and retention in unsubsidized employment.
- Unlike on-the-job training (OJT), with transitional jobs the training provider may be the employer of record and there is no requirement that the employer retains the individual upon completion of the transitional job, however, job retention is an ideal outcome.

Target Groups:

Chronically Unemployed

The term "chronically unemployed" is not defined in the WIOA law or the WIOA Final Rule. SWB interprets this term to describe a worker who is currently unemployed (as of the time of program registration) and who has been without work for a long period of time prior to entering the WIOA program.

For the purpose of determining eligibility for Transitional Jobs, we will consider that a "Chronically Unemployed" individual is a worker who:

- Is unemployed at the time of service delivery – that is, at the time of referral to a Transitional Job; and
- Has been without work for 15 or more of the last 26 weeks. The phrase "has been without work" is used intentionally. It includes participants who have suffered from long periods of unemployment. It also includes displaced homemakers, recently-released ex-offenders, and participants who are discouraged workers. According to Section 3(61) of the WIOA law, "the term 'unemployed individual' means an individual who is without a job and who wants and is available for work."

Inconsistent Work History The term "inconsistent work history" is not defined in the WIOA law or the WIOA Final Rule. SWB interprets this term to mean a worker who, in the 12 months prior to program registration, has lacked steady, full-time, permanent employment.

- Has never been employed, or
- Has been previously employed but is unemployed at the time of service delivery, or
- Has been previously employed but has been without work for 15 or more of the last 26 weeks, or
- In the 12 months prior to program registration, has lacked steady, full-time, permanent employment due to:

1. Work that is seasonal
2. Work that is temporary
3. Work that is part-time (less than 32 hours per week)
4. Periods of employment less than 10 weeks

B. Youth-Work Experience is defined in Interim 20 CFR Section 681.600 as: a planned, structured learning experience that takes place in a workplace for a limited period of time. Work experience may be paid or unpaid, as appropriate. A work experience may take place in the private for-profit sector, the non-profit sector, or the public sector. Labor standards apply in any work experience where an employee/employer relationship, as defined by the Fair Labor Standards Act or applicable state law, exists. Work experience provides the youth participant with opportunities for career exploration and skill development. **Work experiences must include academic and occupation education.**

C. The types of work experience include:
   - summer employment opportunities and other employment opportunities available throughout the school year;
   - pre-apprenticeship programs; internships and job shadowing;
   - on-the-job training opportunities as defined in WIOA Section 3(44). And 20 C.F.R. §680.700.

Work assignments shall include an evaluation of the skills developed during the assignment. The length of the WEX should be determined by an individual basis.

Worksite Selection
Work experience will be provided utilizing various public and private sector worksites (in the community where the participant resides whenever possible). Private sector worksites with continued, unsubsidized employment potential will be the priority when placing participants. Efforts will also be made to assign participants to a worksite in a position that matches their interest based on assessment results obtained at enrollment or through further interview of the participant.

Duration
Participation in Work Experience shall be for a reasonable length of time, based on the needs of the participant, which shall be documented in the participant's ISS.

Work Experience assignments for **ADULTS/DLW** shall not exceed the following time limits:

Work Experience assignments are limited to a period of up to 520 hours. A participant may be allowed an opportunity at the same site or at a second site for additional hours if the participant's needs can be justified as to how it will lead to unsubsidized employment. The additional hours must be approved by the WIOA Project Director. Also, a variety of training sites may be utilized for a participant's assignment as long as the total duration does not exceed these limits.

Work Experience assignments for **YOUTH** shall not exceed the following time limits:

Work Experience assignments for youth are limited to a period of up to 520 hours. A participant may be allowed an opportunity at the same site or at a second site for additional hours if the participant's needs can be justified as to how it will lead to the attainment of additional skills that will assist in obtaining unsubsidized employment. The additional hours must be approved by the WIOA Project Director.

Hourly Wage Rate

Since the positions will be filled by individuals who lack exposure to good work habits and lack job skills, it is assumed that the hourly wage for each position will be equivalent to an entry level wage. Participants will not be paid less than the current minimum wage. The participant will be considered employed by the Service Provider and will be covered by their worker's compensation insurance policy. Participants will not be allowed to work more than 40 hours per week, as overtime is not allowed for a Work Experience or Transitional Jobs participant. Should this occur, the worksite will be responsible to reimburse the Service Provider for the incurred overtime wages and fringe.

Supportive Services

In accordance with the SWB Supportive Services policy, funding may be provided as needed to allow the individual to participate in the work experience. Supportive services must be documented in the client's IEP/ISS and entered in the client's case notes.

Procedure and Training Requirements

Work Experience and Transitional Jobs assignments are designed to develop specific job keeping skills and/or specific job skills. When available, work experience assignments should be tied into the Board's Demand occupations list. According to the Board's Demand Occupation's Policy, demand occupations are those that have been determined by the Board to offer the greatest potential for customers to obtain reasonably stable, secure and family-supporting employment.

All locations must have an active Worksite Agreement that is executed prior to the start date. The WIOA Worksite Agreement is designed to establish certain assurances and conditions that must be agreed upon between the WIOA service provider and the work experience worksite. A single worksite agreement may be written for more than one work experience participant. However, the agreement must include a unique trainee work plan for each participant. See Worksite Agreement Policy for information on completing the Worksite Agreement, Trainee Work Plan, Trainee Time Sheet, Modifications, Incident Reporting and other relevant information about the work experience program.

Inconsistent Work History The term "inconsistent work history" is not defined in the WIOA law or the WIOA Final Rule. SWB interprets this term to mean a worker who, in the 12 months prior to program registration, has lacked steady, full-time, permanent employment.

- Has never been employed, or
- Has been previously employed but is unemployed at the time of service delivery, or

- Has been previously employed but has been without work for 15 or more of the last 26 weeks, or
- In the 12 months prior to program registration, has lacked steady, full-time, permanent employment due to:
    5. Work that is seasonal
    6. Work that is temporary
    7. Work that is part-time (less than 32 hours per week)
    8. Periods of employment less than 10 weeks

For the purpose of determining eligibility for Transitional Jobs, we will consider that an "Inconsistent Work History" includes:

- Work that is seasonal;
- Work that is temporary; ·
- Work that is part-time (less than 32 hours / week); or
- Other periods of employment of less than 10 consecutive weeks. Examples of a participant with an Inconsistent Work History would include
    - An individual who had only seasonal employment in the 12 months prior to program registration;
    - An individual who had only temporary employment in the same period;
    - An individual who had one or more part-time jobs; or
    - An individual who had short period(s) of full-time, permanent employment – less than 10 consecutive weeks in any single job. An Inconsistent Work History may include a combination of seasonal, temporary, part-time, and short-term employment.

Worksite Development and Outreach

Worksite development will begin through an outreach process in which potential qualified businesses (including non-profit organizations, governmental agencies, etc.) are identified and Worksite Agreements are written.

The Service Provider will assure that properly-trained staff members are assigned to the task of engaging qualified businesses, non-profit organizations, governmental agencies, etc. The Service Provider will develop effective outreach tools and protocols that are appropriate to the needs of area businesses. To the extent possible, all outreach methods and materials will be designed from a business perspective. Outreach activities should be delivered in a manner that highlights the benefits of properly-designed Work Experience activities.

The SWB Executive Director will have the ultimate authority to approve all outreach methods, materials, and tools. Members of the SWB Business Services may be assigned to help identify potential worksites.

Worksite Eligibility

Worksite Agreements may be written with businesses (including governmental agencies, etc.) from the public, private non-profit, or private for-profit sectors.

In general, businesses are eligible to participate in a Worksite Agreement if they are willing to meet the following program guidelines:

- The worksite must assure that each Work Experience participant will have adequate supervision by a qualified supervisor(s) who is listed on the workplan.
- The worksite must assure that all work will be conducted in a safe and sanitary drug-free environment.
- The worksite shall provide sufficient work to occupy the trainee's work hours and shall provide sufficient equipment and/or materials to enable the trainee to carry out the work assignments.
- The worksite will provide job orientation to all Work Experience participants as related to work policies, job safety, and job expectations. The work policies and job expectations for WIOA participants must be the same as for non-WIOA workers at the site.
- Each worksite supervisor shall maintain an accurate record of time and attendance of each trainee to be recorded on the Time and Attendance Record.
- The worksite supervisor for each trainee shall conduct evaluations of the Work Experience participant.
- The worksite shall adhere to all applicable Federal, State, and local labor laws.
- The worksite shall, upon request of the SWB's Service Provider, release the trainee for attendance at labor market orientations, career orientations, job readiness training, or other WIOA program activities.
- The worksite must assure that any Work Experience participant will not displace currently employed workers.
- Each worksite must provide information such as an IRS Employer Identification number to demonstrate that they are a legitimate business, having full-time employees, and conducting their trade or business at an appropriate worksite.
- The Work Experience activities must be conducted at the worksite's place of business (as described on the Worksite Agreement), and may not be subcontracted.
- The duties of the Work Experience participant must not involve religious or political activity.
- A Worksite Agreement cannot be written for job duties or a job position in which a worker is currently on layoff or for a position which will deny a current worker promotional opportunities.
- The worksite must not utilize a Worksite Agreement to displace currently employed workers or to reduce the hours of those employed workers below their normal schedule.
- The worksite must not be involved in a current labor dispute and must not have a history of frequent layoffs.

No individual may be placed into a Work Experience position if a member of his/her family is engaged in an administrative capacity with the worksite, including any person involved with the supervision responsibilities for the WIOA trainee.

Worksite Survey (on-site)
To document that a business or organization qualifies as an eligible worksite, the SWB's Service Provider must complete a Worksite Survey. The survey is an on-site interview/review to verify that the business meets the minimum criteria to function as an approved site for a Work Experience activity.

Orientation for Worksite Supervisors
Before the placement of the first trainee at the worksite, an on-site orientation must be provided to the frontline worksite supervisor(s) who will provide guidance and direction to the Work Experience participant. The purpose of the orientation is to make sure that each worksite supervisor understands the purpose of the Work Experience program, program guidelines, and responsibilities of the Worksite. The orientation may be provided in the form of a group session or an individual briefing.

Incident Reporting
Worksite Supervisors must document all incidents occurring at the Worksite that involve participants. An incident may include but is not limited to:

- Trainee involvement in aggressive activities, including physical or verbal confrontations;
- Trainee leaving the Worksite without permission or notice;
- Any inappropriate behavior by a Trainee towards the Worksite Supervisor or Worksite staff, such as the usage of profanity, threats or assault;
- Drug use by the Trainee at the Worksite;
- Property theft or damage by a Trainee;
- Suspected incidents of abuse, including physical, sexual, emotional or verbal abuse, or any other mistreatment of a Trainee at the Worksite; or
- Accidents involving the Trainee that occur at the Worksite, even if no injuries were sustained.

The Worksite Orientation packet provides the procedure for the Worksite Supervisor to follow in reporting incidents that occur at the Worksite. WIOA Work Experience Incident Report, Attachment E, has been included in this policy for incident reporting.

Time, Attendance, and Compensation Record
Accurate time and attendance records for each trainee must be kept by the Worksite supervisor on each Trainee. The Service Provider must complete the Trainee Information and Pay Period sections of the WIOA Trainee Time Sheet. Trainees will be paid only for actual hours worked. No pay will be given for lunch breaks, holidays, or absences. Under no circumstances should any Trainee work more than 40 hours in one week. Time and attendance may be recorded on time sheets provided in this policy or by the Worksite's method such as a punch time clock, computer check-in, or badge scanning system (referred to as a Worksite Time Report). If the Worksite Time Report is utilized, the Service Provider must secure a copy of the report containing the following information at the end of each pay period:

- Worksite Name - for tracking purposes, the time sheet must identify the worksite. If the electronic time recording system does not generate the name of the business, a label must be attached to the time sheet identifying the worksite prior to upload in the States virtual case management system;
- Worksite Address and Telephone;
- Trainee Name;
- Time In, Time Out and Total Hours Worked per Pay Period;
- Record of lunch break and /or rest periods 30 minutes or longer (if the Trainees are minors under the age of 16, then the time report must contain all break/rest periods regardless of duration); and
- Worksite Supervisor signature, Trainee signature and Date. The state allows electronic signatures and dates to meet the requirement as long as the local area has processes in place to ensure the authenticity of the signee(s).

Time and attendance records will be signed at the end of the pay period by the Trainee and the Worksite Supervisor, whose signatures will certify accuracy.

Errors on the WIOA Trainee Time Sheet:
In certain circumstances it might be necessary to make changes to the WIOA Trainee Time Sheet. There are two main categories of errors that may be associated with the WIOA Trainee Time Sheet.

1) Errors in Recording Time Worked: Corrections made to timesheets regarding this type of error must be initialed by both the Worksite supervisor and the Trainee
2) Other Errors: Corrections made regarding other errors, such as incorrect calculation of hours worked, must be initialed by the party responsible for payment. If a correction is made, the party responsible for payment must notify the Service Provider to ensure the Trainee is informed of the correction. The case manager must document in OKJobMatch Case or Program Notes in that the Trainee has been notified of the correction.

Rounding of Hours
The duration of the daily time worked by the trainee must be recorded accurately. To account for extra minutes worked (beyond an exact number of hours), the following conversion table may be used:

Total Minutes Daily Over Exact Hours	Conversion to Fraction of an Hour
0 to 7 Minutes	No Extra Time
8 to 22 Minutes	¼ Hour = .25
23 to 37 Minutes	½ Hour = .50
38 to 52 Minutes	¾ Hour = .75
53 to 59 Minutes	1 Hour = 1.00

Note: Any such conversion methodology must be applied uniformly to each trainee.

Before the Service Provider representative signs and accepts the Time & Attendance Record as true and accurate, the Service Provider representative will check to make sure that:

- Trainee and Worksite Supervisor have signed their names and initialed any corrections;
- Proper names are spelled correctly.
- the Worksite Supervisor's signature as it appears on the Trainee Work Plan;
- Worksite agreement number is correct;
- Dates worked are correct;
- Total hours add up correctly;

Trainee Evaluations:
The Trainee Time Sheet includes an evaluation. The Worksite supervisor shall complete the evaluation each pay period to monitor the trainee performance.

Participant Payroll Procedures
For Work Experience activities, each Work Experience participant will be treated as a temporary employee of the Service Provider.

The WIOA Service Provider and the Worksite must adhere to current workplace safety guidelines and applicable federal / state wage laws. Provisions for wages under the amendments to the FLSA apply to all Work Experience participants.

In addition, all provisions for employment eligibility verification must be followed. The Form I-9, Employment Eligibility Verification, must be filled out according to instructions with all appropriate documentation on file. To access the form and instructions, consult http://www.uscis.gov/files/form/i9.pdf

EQUAL OPPORTUNITY AND NONDISCRIMINATION STATEMENT:
All Recipients, and Sub-recipients/Sub-grantees must comply with WIOA's Equal Opportunity and Nondiscrimination provisions which prohibit discrimination on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, or, for beneficiaries, applicants, and participants only, on the basis of citizenship status or participation in a WIOA Title-I financially assisted program or activity.

REVISIONS:
The SWB Executive Director is authorized to make revisions and issue supplemental instructions, guidance, approvals, and/or forms as necessary to implement, clarify, or maintain compliance with this policy. This authority extends to making updates as required to align with federal or state regulations, policy directives, or organizational needs.

ATTACHMENTS:
Attachment A: WIOA Worksite Terms and Conditions
Attachment B: WIOA Trainee Work Plan
Attachment C: WIOA Trainee Time Sheet
Attachment D: WIOA Work Experience Worksite Orientation
Attachment E: WIOA Work Experience Incident Report
Attachment F: Worksite Survey Review Certification Form

Attachment A

WIOA Worksite Agreement Number: _____

Modified: _____/_____/_____

PART I: WIOA Worksite Terms and Conditions

This Agreement is to provide employment and training services to eligible youth or adults (referred to as Trainees) participating in a work experience authorized and funded under the Workforce Innovation and Opportunities Act (WIOA). Under this Agreement, Trainees will be provided work experience, which is valuable and meaningful for both Trainees and the Worksite. Work experience will be consistent with each Trainee's capabilities and interests, and consistent with the Trainee's Individual Service Strategy or Individual Employment Plan. Work experience will also aid in the development of skills and work habits, which will assist the Trainee in obtaining unsubsidized employment in the future.

SECTION 1. Parties to the Agreement:

Worksite		**WIOA Grantee and/or Service**	
Worksite:		Grantee and/or Service Provider:	
Address:		Address:	
Representative:		Representative:	
Title:		Title:	
Telephone:		Telephone:	
Term of Agreement			
Start Date:		End Date:	

SECTION 2. Responsibilities

Worksite Responsibilities:

The Worksite, _____, agrees to uphold the following responsibilities:

1. Will provide meaningful, sufficient, well-planned activities designed to promote the development of positive work habits and specific skills required for obtaining future unsubsidized employment.
2. Will provide a safe, sanitary, and drug free environment, per Worksite policies and OSHA requirements.
3. Will provide adequate, full-time supervision by a qualified supervisor(s).
4. Will accurately account for the Trainee's time and attendance.
5. Will provide sufficient equipment and/or materials to enable the Trainee to carry out work assignments.
6. Will provide job orientation to all WIOA Trainees related to work policies, job safety, and job expectations. The work policies and job expectations for WIOA Trainees must be the same as for non-WIOA workers at the site.
7. Will conduct evaluations at least three (3) times throughout the duration of the Trainee's work experience as directed by the WIOA Grantee and/or Service Provider and will notify the WIOA Grantee and/or Service Provider of any unsatisfactory performance levels.

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8. The Worksite Supervisor will report any incidents involving the Trainee to the WIOA Grantee and/or Service Provider as directed by the WIOA Grantee and/or Service Provider during Worksite orientation.
9. In the event of a Worksite Injury, Worksite policies and OSHA guidelines must be followed. The Trainee, Supervisor, and authorized Worksite official will complete any necessary on-the-job injury reports and submit to the local WIOA Grantee and/or Service Provider in a timely manner so that medical claims can be processed for Worker's Compensation. NOTE: The local WIOA Grantee and/or Service Provider is the Employer of Record for the Trainee and, as such, is responsible for Worker's Compensation.
10. Will not discriminate in any manner or for any reason against any WIOA Trainee, per 29 CFR Part 38.
11. Will ensure that all activities are in compliance with current Fair Labor Standards and State of Oklahoma Child Labor Laws. NOTE: A minor under the age of 16 years must be permitted a one (1) hour cumulative rest period for eight (8) consecutive hours worked or a 30-minute cumulative rest period for five (5) consecutive hours worked (40 O.S. § 75). Rest periods of short duration, running from 5 to about 20 minutes must be counted as hours worked (29 CFR 785.18) while longer breaks are to be counted as hours worked at the discretion of the employer.
12. No Trainee will displace current employees, result in the reduction of work hours for current employees, or be placed in position where any other individual is on layoff from the same or any substantially equivalent position.
13. No Trainee shall participate in activities that assist, promote, or deter union organizing.
14. No Trainee shall participate in any sectarian activity pertaining to religious or political doctrines, sects, denominations, or practices.
15. All rules and regulations governing the WIOA program will be upheld.

WIOA Grantee and/or Service Provider Responsibilities

The WIOA Grantee and/or Service Provider, _____, agrees to uphold the following responsibilities:

1. Will provide the Worksite supervisor(s) with an orientation to the WIOA Program prior to any Trainee being placed on the Worksite, which includes the provision of the following written materials:
    - A Worksite Orientation Packet,
    - A copy of the WIOA Worksite Terms and Conditions, and
    - A copy of the WIOA Trainee Work Plan.
2. Will maintain a list of minors under the age of 16 placed at the Worksite available for review at any time with the following information:
    - Trainee name and age,
    - Worksite where the Trainee is placed,
    - The time of opening and closing of the establishment,
    - The hours of commencing and stopping work, and
    - The time allowed for meals and/or breaks.
    - A copy of the corresponding employment certificate/work permit for each individual must be attached to this list of Trainees.
3. Will inform the Trainee of grievance procedures, nepotism rules, equal pay, and non-discrimination assurances.

4. The Trainee will be covered under the Worker's Compensation policy of the local WIOA Grantee and/or Service Provider.
5. Will pay a wage to the Trainee as determined by the local board policy not less than current minimum wage and not to exceed a starting wage paid by the Worksite for the position in which the Trainee is placed.
6. Will provide guidance and counseling to Trainees experiencing unsatisfactory performance.
7. Will forward a copy of all incident reports (Attachment E) to eoofficer@oesc.ok.gov

SECTION 3. Time, Attendance, and Compensation:
Accurate time and attendance records will be kept by the Worksite supervisor on each Trainee. Trainees will be paid only for actual hours worked, and no pay will be given for hours not worked, including lunch breaks, holidays or other absences. Under no circumstances should any Trainee work overtime. Time and attendance may be recorded on time sheets provided by the WIOA Grantee and/or Service Provider or by the Worksite's method such as a punch time clock, computer check-in, or badge scanning system (referred to as the worksite time report). If the worksite time report is utilized, a record must be given to the WIOA Grantee and/or Service Provider at the end of each pay period and must contain the following information:

a. Worksite Name,
b. Worksite Address and Telephone,
c. Trainee Name,
d. Time In, Time Out & Total Hours Worked per Pay Period,
e. Record of lunch break/rest periods 30 minutes or longer (breaks of short duration must be counted as hours worked and do not need to be recorded), and
f. Worksite Supervisor signature, Trainee signature, and Date.

Time and attendance records will be signed at the end of the pay period by the Trainee and the supervisor, whose signatures will certify accuracy.

Upon request of the WIOA Grantee and/or Service Provider the Worksite will release the Trainee for attendance at labor market orientations, career orientations, job readiness training, or other WIOA activities.

SECTION 4. Amendments:
Section 9 of the WIOA Worksite Terms and Conditions is only required to be attached if a modification is made to the WIOA Worksite Terms and Conditions. Modifications may only be made to the WIOA Worksite Terms and Conditions in the event that either the Worksite Representative or the WIOA Grantee and/or Service Provider Representative change. The appropriate section of the WIOA Worksite Terms and Conditions must be completed and new signatures acquired within 30 calendar days. Modifications do not require a new agreement number. The date of the modification must be noted in the appropriate field at the top of page 1 of the WIOA Worksite Terms and Conditions. The WIOA Worksite Terms and Conditions may only be modified two times and if additional changes need to be made after the second modification, the Worksite and WIOA Grantee and/or Service Provider must enter into a new WIOA Worksite Agreement.

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SECTION 5. Monitoring:

It is understood that the Worksite may be monitored by the WIOA Grantee and/or Service Provider, the Local Workforce Development Board, and any State or Federal Agencies administering funds under the Workforce Innovation and Opportunity Act.

SECTION 6. Termination of Agreement:
This agreement may be terminated for violation of any clause or violation of the Workforce Innovation and Opportunity Act, or Local, State or Federal law. If the Worksite is negligent in the responsibilities agreed to in

Section 2, Worksite Responsibilities, the Grantee or Service Provider may choose, based on local policy, to not only terminate the Agreement, but to no longer contract with the Worksite at a future date. The agreement may also be terminated upon two week written notice from either party.

SECTION 7. Equal Opportunity and Nondiscrimination Statement:
All Recipients, and Sub recipients/Sub grantees must comply with WIOA's Equal Opportunity and Nondiscrimination provisions which prohibit discrimination on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, or, for beneficiaries, applicants, and participants only, on the basis of citizenship status or participation in a WIOA Title-I financially assisted program or activity.

SECTION 8. Certification and Approval:
The signatures below constitute understanding and agreement of the terms set forth in this document.

Worksite Representative	Date
WIOA Grantee and/or Service Provider Representative	Date

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WIOA Worksite Agreement Number: _____

SECTION 9. Modifications:

Modification 1 Date: _____

Worksite		WIOA Grantee and/or Service Provider	
Worksite:		Grantee and/or Service	
Address:		Address:	
Representative:		Representative:	
Title:		Title:	
Telephone:		Telephone:	
Term of Agreement			
Start Date:		End Date:	

_____ _____

Worksite Representative Date

_____ _____

WIOA Grantee and/or Service Provider Representative Date

Modification 2 Date:_____

Worksite		WIOA Grantee and/or Service Provider	
Worksite:		Grantee and/or Service Provider	
Address:		Address:	
Representative:		Representative:	
Title:		Title:	
Telephone:		Telephone:	
Term of Agreement			
Start Date:		End Date:	

_____ _____

Worksite Representative Date

_____ _____

WIOA Grantee and/or Service Provider Representative Date

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Attachment B

WIOA Worksite Agreement Number: _____

PART II: WIOA Trainee Work Plan

A WIOA Trainee Work Plan must be attached to the WIOA Worksite Terms and Conditions for each Trainee.

Trainee Information					
Trainee Name:			Trainee Telephone:		
Participant ID:		Program:	☐ Adult ☐ DLW ☐ Youth→ ☐ IS ☐ OOS		
Emergency Contact:		Emergency Contact Telephone:			
Worksite Information					
Worksite:					
Worksite Address:			Worksite Telephone:		
			Days/Hours of Operation:		
Supervisor:			Telephone:		
Alternate Supervisor (if applicable):			Telephone:		
General Training Information					
Job Title:		Hourly Wage:	$	Maximum Hours (optional):	
Work Schedule:					
Work Location:					
Estimated Start Date:		Estimated End Date:			
Duties and Responsibilities					
1.		5.			
2.		6.			
3.		7.			
4.		8.			

I certify that the above WIOA Trainee Work Plan is correct.

Trainee Signature	Date	Worksite Supervisor Signature	Date
WIOA Representative Signature	Date	Alternate Supervisor Signature	Date

If a Trainee Work Plan is being modified for any reason **other than changing Worksites**, complete the modification section below. If the Trainee is changing Worksites, a NEW Trainee Work Plan must be completed and attached to the corresponding WIOA Worksite Terms and Conditions.

Modification 1	Modification 2
Date:	Date:
Modification:	Modification:
Reason:	Reason:

I certify that the above modification information is correct, and the Trainee and Worksite Supervisor have participated in its development

WIOA Representative Signature	Date	WIOA Representative Signature	Date

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Attachment C

WIOA Worksite Agreement Number: _____

WIOA Trainee Time Sheet

Trainee Information			
Trainee Name:		Participant ID:	
Program: ☐ Adult ☐ DLW ☐ In-School Youth ☐ Out-of-School Youth		Wage Rate: $ - Hrly	
Worksite:	Supervisor:	Telephone #:	
WIOA Authorized Representative/Title:		Telephone #:	

Pay Period: 3/18/2018 to 3/31/2018

Week 1	(mm/dd/yy)	In	Lunch Period (if taken) Out	Lunch Period (if taken) In	Out	Total Time Worked Hours	Total Time Worked Minutes
Sunday	3/18/2018						
Monday	3/19/2018						
Tuesday	3/20/2018						
Wednesday	3/21/2018						
Thursday	3/22/2018						
Friday	3/23/2018						
Saturday	3/24/2018						
				Total Time Worked for Week 1 =			

Week 2	(mm/dd/yy)	In	Lunch Period (if taken) Out	Lunch Period (if taken) In	Out	Total Time Worked Hours	Total Time Worked Minutes
Sunday	3/25/2018						
Monday	3/26/2018						
Tuesday	3/27/2018						
Wednesday	3/28/2018						
Thursday	3/29/2018						
Friday	3/30/2018						
Saturday	3/31/2018						
				Total Time Worked for Week 2 =			
				Total Time Worked for the Pay Period =			

Plese rate the Trainee for each characteristic utilizing the following scale:
1=Unsatisfactory 2=Satisfactory 3=Good 4=Excellent

Item	Rating	Item	Rating
1. Cooperative	☐ 1 ☐ 2 ☐ 3 ☐ 4	7. Attendance	☐ 1 ☐ 2 ☐ 3 ☐ 4
2. Follows Directions	☐ 1 ☐ 2 ☐ 3 ☐ 4	8. Punctuality	☐ 1 ☐ 2 ☐ 3 ☐ 4
3. Responsible	☐ 1 ☐ 2 ☐ 3 ☐ 4	9. Integrity	☐ 1 ☐ 2 ☐ 3 ☐ 4
4. Takes Initiative	☐ 1 ☐ 2 ☐ 3 ☐ 4	10. Productivity	☐ 1 ☐ 2 ☐ 3 ☐ 4
5. Skills Progress	☐ 1 ☐ 2 ☐ 3 ☐ 4	11. Work Quality	☐ 1 ☐ 2 ☐ 3 ☐ 4
6. Appearance	☐ 1 ☐ 2 ☐ 3 ☐ 4	12. Conduct/Attitude	☐ 1 ☐ 2 ☐ 3 ☐ 4

Average Rating (Total Points divided by 12: _____

Comments:

I certify that the Trainee time and attendance information for the pay period is true and correct.
I certify that the performance evaluation was discussed between the Supervisor and the Trainee for this pay period.

Trainee Signature - Date

Worksite Supervisor Signature Date

WIOA Representative Signature - Date

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WIOA Work Experience Worksite Orientation

Worksite: _____ Telephone Number: _____

Worksite Address: _____

_____

Worksite Supervisor: _____ Telephone Number: _____

Alternate Supervisor: _____ Telephone Number: _____

Acknowledgement of Receipt

This is to certify that I have received, read, and understand the rules, regulations, and instructions contained in this orientation packet. I have also received a copy of the job description(s) of the participant(s) whom I will be supervising.

_____ _____
Worksite Supervisor Signature Date

_____ _____
Alternate Supervisor Signature (if applicable) Date

_____ _____
WIOA Representative Signature Date

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Attachment E

WIOA Work Experience Incident Report

Worksite Supervisor: Please complete the following information and submit to:_____

WORKSITE INFORMATION					
Worksite:					
Worksite Address:		Worksite Telephone:			
		Days/Hours of Operation:			
Supervisor:		Telephone:			
Alternate Supervisor (if applicable):		Telephone:			
TRAINEE INFORMATION					
Trainee Name:		Telephone:			
Trainee Address:		City:		Zip:	
INCIDENT INFORMATION					
Location of		Date:		Time:	
Description of Incident:					
Injury Sustained:	☐ Yes ☐ No	Type of Injury:			
Medical Treatment Received:	☐ Yes ☐ No	Name of Physician:			
Physician Address:		City:		Zip:	
COMPLETE THIS SECTION ONLY IF THE INCIDENT WAS REPORTED TO THE POLICE					
Police Station					
Police Station Address:		City:		Zip	
Officer Name:		Telephone:			
CERTIFICATION					
Worksite Supervisor		Date:			
Trainee Signature:		Date:			

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Attachment F

Worksite Survey (On-Site) Review Form

Name of Business or Organization:_____

IRS Employer Identification Number _____

Worksite Address:_____City/Zip:_____

Worksite Representative: _____Telephone:_____

Type of Business/Industry: _____

Number of Employees (this Location): _____

	Yes	No
1. Will the job activity be conducted at this location?	☐	☐
2. Will the trainee be paid the same wage (entry level) as any other employee in the same position?	☐	☐
3. Does the worksite agree to provide a job orientation to each WIOA trainee as related to work policies, job safety, and job expectations?	☐	☐
4. Do any managers or supervisors at this worksite have a familial relationship with any WIOA trainee who Is being considered for this worksite?	☐	☐
5. Will the worksite provide sufficient equipment and/or materials to enable the trainee to carry out his/hers work assignments?	☐	☐
6. Can the worksite assure that any WIOA trainee will not displace currently employed workers?	☐	☐
7. Is this worksite currently involved in a labor dispute (strike, work slowdown, picketing, etc.)?	☐	☐
8. Are any workers currently on layoff at this location?	☐	☐
9. Will the presence of the WIOA Trainee result in the reduction of work hours for employed workers below their normal schedule?	☐	☐
10. Is the Worksite Supervisor capable of maintaining an accurate record of time and attendance of the trainee?	☐	☐
11. Is the Worksite Supervisor capable of conducting an objective evaluation of the WIOA trainee's worksite performance?	☐	☐
12. Does the worksite represent a safe, sanitary, and drug-free environment?	☐	☐
13. Will the duties of the participant involve any religious, sectarian, or political activity?	☐	☐
14. Have there been any wage and hour, or child labor law violations in the past twelve (12) months?	☐	☐

Certification

Survey Conducted by (Signature): _____

Name/Title/Date: _____

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