SOUTHERN WORKFORCE BOARD

WORKSITE AGREEMENT POLICY

Approved 3-14-2018
Approved 10-30-24

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: The Oklahoma Employment Security Commission (OESC) as the Governor's chosen entity to administer the Workforce Innovation and Opportunity Act (WIOA), provides this issuance as guidance to update the Worksite Agreement from WIA to WIOA; provide a standardized three part Worksite Agreement containing (1) the WIOA Worksite Terms and Conditions, (2) the WIOA Trainee Work Plan, and (3) the WIOA Trainee Time Sheet; and allow for the use of an alternative worksite time and attendance report, if applicable. The standardized Worksite Agreement is to be utilized for all participants in Adult, Dislocated Worker, and Youth work experience programs, including transitional jobs for Adult or Dislocated Worker program participants.

REFERENCES:

- Workforce Innovation and Opportunity Act (Public Law (Pub. L. 113-128) Title I, enacted July 22, 2014
- 20 CFR Part 680
- 20 CFR Part 681
- 29 CFR Part 38
- Fair Labor Standards Act FLSA of 1938
- Child Labor Law 40 O.S. §§71, 72.1, 74-80, 88, 89, CLL40
- Administrative Rules OAC 380:15 and 16 ODOL Wage Law

MESSAGE: The WIOA Worksite Terms and Conditions and the WIOA Trainee Work Plan contained in this policy are required by all service providers and these forms may not be modified. In addition, the WIOA Trainee Time Sheet contained in this policy may not be modified; however, a time and attendance report provided by the Worksite if it meets all the criteria listed in this policy may be substituted. Service Providers are not required to bring active worksite agreements created under OETI 05-2010 into compliance with this policy. Modifications may be made to existing worksite agreements as necessary. However, it is prohibited from adding additional Trainees to agreements created under OETI 05-2010. At the point additional Trainees need to be added to an existing Worksite, a new agreement according to the procedures in this policy must be created.

THE WIOA WORKSITE AGREEMENT

The Worksite Agreement is designed to establish certain assurances and conditions that must be agreed upon between the Service Provider and the work experience Worksite.

The WIOA Worksite Agreement is a three-part Agreement containing Part I: Worksite Terms and Conditions (Attachment A); Part II: Trainee Work Plan (Attachment B), and Part III: Trainee Time Sheet (Attachment C).

<u>PART I: The WIOA Worksite Terms and Conditions</u>

Each WIOA Worksite Agreement must be numbered. The number should be in this format: Six digit number starting with the current program year, the two digit county number and lastly,

the contract number starting with 01. Program years run from July 1 to June 30th. The contract time period should be no longer than two years.
Example: If you are writing your first contract of the program year in Bryan County, the contract number would be 23-07-01.

By signing the WIOA Worksite Terms and Conditions, the Worksite and the Service Provider agree to uphold the conditions listed in the document. The Worksite Representative must have the authority to enter into contracts on the Worksite's behalf.

Employment Eligibility and Labor Laws:
The Service Provider and the Worksite must adhere to current workplace safety guidelines and applicable federal/state wage laws. For information and resources on safety and child labor laws, consult https://www.youthrules.gov/about/index.htm and OSHA Young Workers.
For information regarding the Fair Labor Standards Act (FLSA), consult Fair Labor Standards Act. Provisions for wages under the amendments to the FLSA apply to all participants employed under WIOA.

For questions regarding wages or labor statutes, contact the Oklahoma Department of Labor Wage and Hour division by calling 1-866-487-9243 or visit their website at https://www.ok.gov/odol/Employment_Issues/index.html.

For Frequently Asked Questions, General Labor Law and the Child Labor Law in Oklahoma, visit Oklahoma Child Labor Unit. Restrictions on employment and Occupations prohibited for children under sixteen detailed in Title 40- Child Labor Law include:

Minors under the age of 16 years are prohibited from performing occupations related to:

- Construction
- cooking or baking; fryers or grills
- hoisting devices; ladders or scaffolds
- lawn mowers and weed eaters other than working for self
- loading and unloading
- manufacturing, mining, or processing
- motor vehicles or service as helpers on vehicles; power-driven machines or equipment; public messenger service
- public utilities and communications
- slicers or sharp knife
- transportation of persons or property by rail, highway, air, water, pipeline or other means; warehousing or storage.

Current State Law Provides for Workplace Education in Schools
Oklahoma's Governor signed Senate Bill 262 into state law on April 1, 2015, making this landmark legislation a national first. The law directs the Oklahoma Department of Labor to collaborate with the Oklahoma State Department of Education to provide workplace safety training to students in grades 7 through 12. See the following links for further details:

ODOL Child Labor Law
Youth at Work Oklahoma Edition

NOTE: The WIOA Title I youth statutory minimum participation age of 14 years of age coincides with the state minimum age for employment of 14 years. Per the Oklahoma Child Labor statutes pertaining to minors under the age of 16, the Service Provider must keep a list of Trainees available for review upon request containing 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 for youth employees 14 to 15 years of age.

A copy of the corresponding employment certificate/work permit for each individual must be attached to the list of Trainees.

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 https://www.uscis.gov/i-9. The WIOA Grantee/Service Provider must upload the I-9 as a Universal Document in OKJobMatch.

Orientation:
Once the WIOA Worksite Terms and Conditions Agreement has been signed, orientation will be provided to the Worksite supervisor(s) prior to the first Trainee placement at the Worksite. The Worksite Supervisor(s) must sign an acknowledgement of receipt to document orientation has been given. The receipt is then attached to the WIOA Worksite Terms and Conditions. A copy of the orientation packet must be given to the Worksite. The Worksite Orientation Acknowledgement of Receipt, Attachment E, has been included with this policy as an example.

Service Provider may choose to cover a variety of topics in the Worksite Orientation packet but the following topics must be included:

- Role/duties of Worksite Supervisor,
- Safety,
- Accidents, On-the-Job Injuries, and Incident Reporting,
- Sexual Harassment,
- Discrimination,
- Prohibited Activities,
- Child Labor Laws,
- Attendance and Timesheets,
- Pay and Wage Information,

- Termination,
- Trainee Evaluations, and
- Trainee Orientation to the Worksite.

Incident Reporting:
The Service provider must require the Worksite Supervisor to document all incidents occurring at the Worksite that involve Trainees. 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 F, has been included in this policy for incident reporting.

Modifications:
Section 9 (page 5) of the WIOA Worksite Terms and Conditions Agreement is only required to be attached in the event that either the Worksite Representative or the Service Provider Representative change. No other modifications may be made to the terms and conditions of the Agreement. The appropriate section on page 4 of the Agreement 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 Agreement. Agreements may only be modified two times. If additional changes need to be made after the second modification, the Worksite and Service Provider must enter into a new Agreement.

Monitoring:
The Worksite may be desk reviewed or monitored (on-site or virtually) by the Service Provider, the Southern Workforce Board, and any State or Federal Agencies administering funds under the 2014 Workforce Innovation and Opportunity Act.

Required File Documentation:

- Part I: WIOA Worksite Terms and Conditions Agreement
- Part II: WIOA Trainee Work Plan
- Part III: WIOA Trainee Time Sheet (or alternate worksite time and attendance report) when received.

Copies of all the required documents must be sent to the administrative office. However, due to the vast area of the region and technology advancements, the SWB does not require original agreements to be kept at the SWB administrative office. Document at the worksite should include copies of: signed worksite agreement, Workers' Compensation, Supervisor Orientation, Participant Orientation, Safety policies, signed time sheets submitted for payment, and Supervisor Handbook

PART II: The WIOA Trainee Work Plan

The WIOA Trainee Work Plan must be completed for each Trainee placed at a Worksite. The Trainee Work Plan requires signatures from the Trainee, the Worksite Supervisor, and the WIOA Title I Representative. These signatures ensure that all parties are aware of the conditions of the Work Plan such as, duties and responsibilities, schedule, job title, training start or end dates, etc. A copy of the WIOA Trainee Work Plan must be attached to the corresponding WIOA Worksite Terms and Conditions. In addition, a copy of the Trainee Work Plan must be uploaded to OKJobMatch.

Schedules listed on the WIOA Trainee Work Plan should reflect the participant's general days and times at the Worksite Location. If the participant's schedule permanently changes from what is listed on the WIOA Trainee Work Plan, the WIOA Authorized Representative must complete the appropriate modification field on the WIOA Trainee Work Plan and sign the modification to attest that both the Trainee and the Worksite Supervisor were consulted in the development of the modification.

The WIOA Trainee Work Plan must indicate the Trainee's physical Work Location. The Work Location indicates where the Trainee will be working and may be different from the Worksite Address. For work experience activities involving multiple Work Locations, such as in a construction site rotation or a hospital rotation, a list of all planned Work Locations must be attached to the Trainee Work Plan.

Start and end dates listed on the WIOA Trainee Work Plan are estimates and actual start and end dates based on participant time sheets must be reflected in the Service and Training Plan in OKJobMatch. The Maximum Hours field listed under the "General Training Information" is for service provider staff to insert the total hours assigned to the participant for the work experience.

Modifications:

Under certain circumstances, it may become necessary to update or modify the WIOA Trainee Work Plan. There are two categories under which a Trainee Work Plan may be modified:

1) Changing Worksites: If the proposed modification to a Trainee Work Plan involves changing Worksites, then a NEW Work Plan must be completed and signed by all parties indicating the corresponding WIOA Worksite Agreement Number. Remember, a copy of

the new Work Plan must be attached to the corresponding WIOA Worksite Terms and Conditions.

2) Other: If a Trainee Work Plan is being modified for any other reason, such as a change in duties and responsibilities, days/hours of operation of Worksite, job title, etc., complete the modification section of the WIOA Trainee Work Plan and include the following information:
   - Date
   - Reason
   - Modification

The WIOA Authorized Representative must sign the modification, acknowledging that both the Worksite Supervisor and the Trainee participated in its development.

PART III: The WIOA Trainee Time Sheet

Time, Attendance, and Compensation:

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 OKJobMatch.com;
- 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.

Trainee Evaluations:

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

NONDISCRIMINATION AND EQUAL OPPORTUNITY

All parties must comply with Section 188 of WIOA, which prohibits discrimination against all individuals in the United States 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, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity; Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin; Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities; The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs; and all other relevant regulations implementing the laws listed above. (29 CFR Part 38).

The parties also assure compliance with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to the parties' operation of the WIOA Title I-financially assisted program or activity, and to all agreements to carry out the WIOA Title I-financially assisted programs or activities. The parties understand that the United States has the right to seek judicial enforcement of this assurance.

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 (On-Site) Review 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.

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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.
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

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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:

- Worksite Name,
- Worksite Address and Telephone,
- Trainee Name,
- Time In, Time Out & Total Hours Worked per Pay Period,
- 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
- 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

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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.

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

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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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.

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

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.

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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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 _____

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

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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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 Incident:		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 Name/Number:					
Police Station Address:		City:		Zip	
Officer Name:		Telephone:			
CERTIFICATION					
Worksite Supervisor		Date:			
Trainee Signature:		Date:			

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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: _____