WIA Worksite Agreement Number: _____
Modified: ____/____/____
Modified: ____/____/____

WIA 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 Investment Act (WIA) of 1998. 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		**WIA 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:	

SECTION 2. Responsibilities:

<u>Worksite Responsibilities</u>

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.
3. Will provide adequate, full-time supervision by qualified supervisors.
4. Will accurately account for Trainees 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 WIA Trainees related to work policies, job safety, and job expectations. The work policies and job expectations for WIA Trainees must be the same as for non-WIA 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 WIA Grantee and/or Service Provider and will notify the WIA Grantee and/or Service Provider of any unsatisfactory performance levels.
8. The Worksite Supervisor will report any incidents involving the Trainee to the WIA Grantee and/or Service Provider as directed by the WIA Grantee and/or Service Provider during Worksite orientation.
9. The Trainee, Supervisor, and authorized Worksite official will complete any necessary on-the-job injury reports and submit to the local WIA Grantee and/or Service Provider in a timely manner so that medical claims can be processed for worker's compensation.

10. Will not discriminate in any manner or for any reason against any WIA Trainee.
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 WIA program will be upheld.

WIA Grantee and/or Service Provider Responsibilities

The WIA Grantee and/or Service Provider agrees to uphold the following responsibilities:

1. Will provide each Worksite supervisor with an orientation to the WIA Program prior to any Trainee being placed on the Worksite; and provide the following written materials:
    - A Worksite Orientation Packet,
    - A copy of the WIA Worksite Terms and Conditions, and
    - A copy of the WIA 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 WIA 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.

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. If Trainees work on a recognized state or federal holiday, the Trainees will be paid their regular hourly wage. Time and attendance may be recorded on time sheets provided by the WIA 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 WIA 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 WIA Grantee and/or Service Provider the Worksite will release the Trainee for attendance at labor market orientations, career orientations, job readiness training, or other WIA activities.

SECTION 4. Amendments:

Section 8 (page 4) of the WIA Worksite Terms and Conditions is only required to be attached if a modification is made to the WIA Worksite Terms and Conditions. Modifications may only be made to the WIA Worksite Terms and Conditions in the event that the Worksite Representative or the WIA Grantee and/or Service Provider Representative change. The appropriate section on page 4 of the WIA 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 WIA Worksite Terms and Conditions. The WIA 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 WIA Grantee and/or Service Provider must enter into a new WIA Worksite Agreement.

SECTION 5. Monitoring:

It is understood that the Worksite may be monitored by the WIA Grantee and/or Service Provider, the Local Workforce Investment Board, and any State or Federal Agencies administering funds under the Workforce Investment Act of 1998.

SECTION 6. Termination of Agreement:

This agreement may be terminated for violation of any clause, the Workforce Investment Act, or Local, State or Federal law. It may also be terminated upon two week written notice from either party.

SECTION 7. Certification and Approval:

The signatures below constitute understanding and agreement of the terms set forth in this document. If the Worksite is negligent in responsibilities agreed to in this document, the Worksite:

- May not be used at a future date, and
- Is financially responsible for costs deemed illegal by auditors or monitors.

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

WIA Worksite Agreement Number: _____

SECTION 8. Modifications:

Modification 1 Date: _____

Worksite		WIA 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

_____ _____
WIA Grantee and/or Service Provider Representative Date

Modification 2 Date: _____

Worksite		WIA 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

_____ _____
WIA Grantee and/or Service Provider Representative Date

WIA Worksite Agreement Number: _____

WIA Trainee Work Plan

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

Trainee Information					
Trainee Name:			Trainee Telephone:		
OSL 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 WIA Trainee Work Plan is correct.

Trainee Signature Date	Worksite Supervisor Signature Date
WIA 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 WIA 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.

WIA Representative Signature Date	WIA Representative Signature Date

"Equal Opportunity Employer (EOE)/Program"
"Auxiliary aids and services are available upon request to individuals with disabilities"

WIA Worksite Agreement Number: _____

WIA Trainee Time Sheet

Trainee Information

Trainee Name: _____ OSL Participant ID: _____

WIA Program: ☐ Adult ☐ DLW ☐ Youth → ☐ In School ☐ Out of School

WIA Funding Stream: ☐ Formula ☐ Other: _____ Wage Rate: $ _____

Worksite: _____ Supervisor: _____ Telephone: _____

WIA Authorized Representative: _____ Telephone: _____

Pay Period: ____/____/____ to ____/____/____

Week 1 (mm/dd)		In	Lunch Period (if taken)		Out	Total Time Worked	
			Out	In		Hours	Minutes
Sunday	/						
Monday	/						
Tuesday	/						
Wednesday	/						
Thursday	/						
Friday	/						
Saturday	/						
					Total Time Worked / Week 1 =		

Week 2 (mm/dd)		In	Lunch Period (if taken)		Out	Total Time Worked	
			Out	In		Hours	Minutes
Sunday	/						
Monday	/						
Tuesday	/						
Wednesday	/						
Thursday	/						
Friday	/						
Saturday	/						
					Total Time Worked / Week 2 =		

Week 3 (mm/dd)		In	Lunch Period (if taken)		Out	Total Time Worked	
			Out	In		Hours	Minutes
Sunday	/						
Monday	/						
Tuesday	/						
Wednesday	/						
Thursday	/						
Friday	/						
Saturday	/						
					Total Time Worked / Week 3 =		

Total Time Worked / Pay Period =		

I certify that the Trainee time and attendance information for the pay period is correct.

Trainee Signature _____ Date _____

Worksite Supervisor Signature _____ Date _____

WIA Representative Signature _____ Date _____

"Equal Opportunity Employer (EOE)/Program"
"Auxiliary aids and services are available upon request to individuals with disabilities"