GREEN COUNTRY WORKFORCE DEVELOPMENT BOARD
14002 E. 21st St.
Suite 825
Tulsa, OK 74134

Workforce Innovation and Opportunity Act

Transitional Jobs Policy

Chair, Green Country Workforce Development Board

12/8/22
Date

No individual in the United States may, on the basis of race, color, religion, sex, national origin, age, disability, or political affiliation or belief, or, for beneficiaries, applicants, and participants only, on the basis of citizenship or participation in any WIOA Title I-financially assisted program or activity, be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any WIOA Title I-financially assisted program or activity.

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Equal Opportunity Employer/Program. Auxiliary aids and services are available upon request for individuals with disabilities.

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I. Purpose

To provide guidance and establish Green Country Workforce Development Board's (GCWDB) standards regarding the development and implementation of Transitional Jobs. This policy is established in accordance with Oklahoma Office of Workforce Development (OOWD) and the Workforce Investment and Opportunities Act (WIOA) Adult and Dislocated Worker programs.

II. Effective Date

GCWDB Approved and Effective 12.08.2022

NOTE: All GCWDB Policies and attachments are available for download at:

https://www.greencountryworks.org/resources/policy-research-best-practices/

III. Policy

WIOA provides for a customer-centered, job-driven workforce system that is accessible to all job seekers. The Adult and Dislocated Worker (DLW) programs provide career and training services in Oklahoma Works One-Stop Centers, as a part of the nation's American Job Center network.

WIOA funding allows the delivery of services that prepare eligible individuals for education and employment opportunities, attainment of education and/or skills training credentials, and attainment of employment with career opportunities. To accomplish this, eligible participants must be assessed to determine skills, interests, needs, and personal goals in order to create an Individual Employment Plan (IEP) for adult and dislocated workers.

The Worksite Agreement is the formal agreement that outlines the work experience/transitional job. The Worksite Agreement is a three-part agreement designed to establish certain assurances and conditions that must be agreed upon between the WIOA Service Provider and the work experience Worksite, which includes, Part I: Worksite Terms and Conditions (Attachment A); Part II: Trainee Work Plan (Attachment B), and Part III: Trainee Time Sheet (Attachment C). Transitional Jobs are a type of work-based training offered as an individualized career service under WIOA. Individuals enrolled in transitional jobs must meet WIOA adult and dislocated worker eligibility requirements, including an objective assessment and Individual Employment Plan (IEP). See GCWDB Adult/Dislocated Worker policy.

Transitional jobs are time-limited, wage-paid work experiences that are subsidized up to 100 percent. Transitional jobs provide individuals with work experience and an opportunity to develop important workplace skills, including "soft skills" within the context of an employee-employer relationship, in which the program provider generally acts as the employer. In addition, transitional jobs are required to be combined with comprehensive career services and supportive services.

Transitional jobs can be in the public, private, or non-profit sectors and are only available for individuals with barriers to employment who are "chronically unemployed" or who have an "inconsistent work history." WIOA law or the WIOA Final Rule do not define these terms, therefore, GCWDB has defined each term as the following:

Chronically Unemployed

An individual who is currently unemployed at 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, GCWDB will consider that a "Chronically Unemployed" individual is an individual 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.

Inconsistent Work History

An individual who, in the 12 months prior to program registration, has lacked steady, full-time, permanent employment. For the purpose of determining eligibility for Transitional Jobs, GCWDB 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 a 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.

Transitional Jobs as A Service Delivery Strategy

Transitional jobs are not appropriate for all Adults and Dislocated Workers. The goal of transitional jobs is to establish a work history for the individual that demonstrates success in the workplace and develops the skills that lead to entry into, and retention in, unsubsidized employment. Although there is no assumption that the individual will be retained in the transitional job after the work experience is over, retention is the preferred outcome. Service delivery includes the following:

A. Potential target groups for transitional jobs may include:

- Long-term unemployed;
- Ex-offenders;
- Individuals who are currently receiving or have exhausted Temporary Assistance for Needy Families (TANF) or Supplemental Nutrition Assistance Program (SNAP) benefits;
- Individuals with disabilities; and
- Other individuals with barriers to employment, per 29 USC § 3102 (24).

B. Job readiness training, also known as short-term pre-vocational services, intended to prepare individuals for unsubsidized employment or training, may include the development of:

- learning skills;
- interviewing skills;
- punctuality;

- personal maintenance skills; and
- professional conduct services;

C. Worksite Selection:

Work experience will be provided utilizing various public, private, and nonprofit sector worksites (in the community where the participant resides whenever possible). Worksites with continued, unsubsidized employment potential will be the priority when placing participants. Worksite selection is based on participant interests and assessment results obtained at enrollment or through further interview of the participant.

D. Duration of Training:

Each Work Experience or Transitional Jobs assignments shall be limited to no more than 520 hours. The number of hours may fluctuate based upon funding availability. Any additional work experience or transitional jobs assignments must have prior GCWDB Executive Director's approval.

E. Hourly Wage:

Participants (in all WIOA programs) shall be paid no less than the current minimum wage. The worksite's entry-level prevailing wage applicable to the assigned position may be paid if funding allows.

F. Supportive Services:

In accordance with the GCWDB Supportive Services policy, funding may be provided as needed to allow the individual to participate in the work experience.

G. Safeguards:

Prior to setting up a transitional jobs placement, the Service Provider must obtain assurance from the employer that the placement will not displace current employees (20 CFR § 683.270) and funds for the transitional job are not used to fill openings that resulted from a labor dispute (20 CFR § 680.840).

H. Funding Limitations:

Per 20 CFR § 680.195, GCWDB may use up to 10 percent of combined Adult and DLW funds to provide transitional jobs to individuals. Due to the limited funding available for transitional jobs, the GCWDB Service Provider is encouraged to work with employers who are willing to contribute a percentage of the cost for the transitional job. The employer reimbursement rate for transitional jobs is determined by the GCWDB and may be up to 100 percent, depending on funding availability.

Legal Use of Federal Funds: WIOA funds may not be used to help participants or employers fill positions that promote or support the use, possession, or distribution of marijuana.

Transitional Jobs Worksite Agreement

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

The WIOA Worksite Agreement is a three-part Agreement containing:

- Part I: Worksite Terms and Conditions (GCWDB WEX – Attachment A)
- Part II: Trainee Work Plan (GCWDB WEX – Attachment B)
- Part III: Trainee Time Sheet (GCWDB WEX – Attachment C).

Part I: The WIOA Worksite Terms and Conditions
Each WIOA Worksite Agreement must be numbered. The WIOA Grantee and/or Service Provider must develop a written policy and procedure for the numbering system that will be utilized. When there are multiple WIOA Service Providers in a local area, Local Workforce Development Boards must ensure that the numbering system is developed in a manner that does not allow for duplication of numbers.

Example: LA-S/P-001-18 (Local Area, Service Provider, First Agreement, Program Year 2018)
NOTE: Local areas are not required to follow this example for their numbering system.

By signing the WIOA Worksite Terms and Conditions, the Worksite and the WIOA Grantee and/or 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.

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 Worksite must file the I-9 with the Worksite Agreement. The WIOA Grantee/Service Provider must upload the I-9 as a Universal Document in the state mandated data system, OKJobMatch (OJM).

A. 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. Local areas may, however, develop their own acknowledgement of receipt form.

The WIOA Grantee and/or 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.

B. Incident Reporting:

The WIOA Grantee and/or 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.

Local Workforce Development Boards must describe in the Worksite Orientation packet the procedure for the Worksite Supervisor to follow in reporting incidents that occur at the Worksite. For your convenience, Attachment F, WIOA Work Experience Incident Report, has been included in this policy as an optional tool that Local Workforce Development Boards may use for incident reporting.

C. 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 WIOA Grantee and/or 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 WIOA Grantee and/or Service Provider must enter into a new Agreement.

D. Monitoring:

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

E. Required File Documentation:

This agreement includes Part I: WIOA Worksite Terms and Conditions Agreement; Part II: WIOA Trainee Work Plan; and Part III: WIOA Trainee Time Sheet (or alternate worksite time and attendance report) when received. Local Workforce Development Boards must describe in local policy the system for maintaining originals and copies of each component of the WIOA Worksite Agreement.

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 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 OJM.

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 OJM Service and Training Plan. The Maximum Hours field listed under the "General Training Information" is optional and is intended for use by local areas that set a limit on the total hours a participant can spend in a work experience.

A. 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
Accurate time and attendance records for each trainee must be kept by the Worksite supervisor on each Trainee. The WIOA Grantee and/or Service Provider must complete the Trainee Information and Pay Period sections of the WIOA Trainee Time Sheet.

A. Time, Attendance, and Compensation:
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 WIOA Grantee and/or 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 OJM;
- 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.

B. 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 OJM Program Notes that the Trainee has been notified of the correction.

C. Trainee Evaluations:

The Worksite supervisor must schedule evaluations throughout the duration of the Trainee's work experience, according to local policy. Local areas may choose to require worksites to complete additional evaluations for the purpose of monitoring Trainee performance. If such additional evaluations are requested of the Worksite, it is the WIOA Grantee and/or Service Provider's responsibility to notify the Worksite Supervisor during the Worksite Orientation. Attachment D, WIOA Work Experience Trainee Evaluation, has been provided as an example. The WIOA Grantee and/or Service Provider may utilize Attachment D or create their own evaluation.

IV. Authorization for Clarifications and Additions

The GCWDB Executive Director is authorized to issue additional instructions, guidance, approvals and/or forms to further implement the requirements of this policy, without making substantive change to the policy, except in situations where new or updated state and federal guidance is issued.

V. History

- GCWDB Approved 12.08.2022

VI. 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 Preamble, Sections 680.190 and .195
- 20 CFR § 683.270
- 20 CFR § 680.840
- 20 CFR § 680.900
- Training and Employment Guidance Letter (TEGL) No. 19-16
- 29 USC § 3102
- OWDI 19-2017 Change 1 Adult and Dislocated Work Programs
- OWDI 04-2018 Worksite Agreement
- OWDI 22-2017 Transitional Jobs

WIOA Worksite Agreement Number: _____
Modified:____/____/____
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 Provider	
Worksite:		Grantee and/or Service	
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 (Occupational Safety and Health Administration) 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.

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 a 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, no 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 F) to eoofficer@okcommerce.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 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 weeks' 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	
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

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 _____

WIOA Worksite Agreement Number: _____

Part III: WIOA Trainee Time Sheet

Trainee Name: _____ Participant ID: _____
Job Title: _____ Training Start Date: _____/_____/_____ Training End Date: _____/_____/_____
WIOA Program: ☐ Adult ☐ DLW ☐ In School Youth (ISY) ☐ Out of School Youth (OSY)
WIOA Funding Stream: ☐ Formula ☐ Other: _____ Wage Rate: $_____ per hour
Worksite: _____ Supervisor: _____ Telephone: _____
WIOA Authorized Representative/Title: _____ Telephone: _____

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

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

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

WIOA Work Experience Trainee Evaluation

Please 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
Date of Evaluation: / /		Average Rating: (Total Points ÷ 12)	

Address skills progress and work quality listed in Part II: WIOA Trainee Work Plan Duties and Responsibilities, plus areas for improvement from above.

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

I certify that the performance evaluation was discussed between the Supervisor and the Trainee for this pay period, Trainee has received training in the skills listed and the Worksite Supervisor has evaluated skills objectively.

Trainee Signature **Date**

Worksite Supervisor Signature **Date**

WIOA Representative Signature Date

To Be Completed by WIOA Representative:
Starting trainee work plan hours _____
Hours worked to date (including this time sheet) _____
Balance of hours to work _____

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

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 Signature:		Date:			
Trainee Signature:		Date:			

Green Country Workforce Development Board

Vital Service and Information Notice

Pursuant to 29 CFR 38.9(g)(3), the following notice is given:

This document contains vital service information.

For people with speech or hearing loss:
To enable telephone conversation between people with speech or hearing loss and people without speech or hearing loss, please call Oklahoma Relay at 711-(http://www.oklahomarelay.com/711.html) or TDD/TTY: 800-722-0353.

If English is not your preferred language, please contact:

Equal Opportunity (EO) Officers

Local EO Officer
Michael Branan
Green Country Workforce Development Board, 1295 Skills Center Circle, Tahlequah, OK 74464
(918) 456-8846 Ext. 219
eo@greencountryworks.org

State EO Officer
Karla Jackson
Oklahoma Office of Workforce Development, 900 N. Stiles Ave., Oklahoma City, OK 73104
405.208.9620
eoofficer@okcommerce.gov

Notice in English

IMPORTANT! This document contains important information about your rights, responsibilities and/or benefits. It is critical that you understand the information in this document, and we will provide the information in your preferred language at no cost to you. Call (918) 351-9917 for assistance in the translation and understanding of the information in this document.

Notice in Marshallese

MEĻEĻE KO RELUKKUN AORŌK! Ilo pepa kein epād kōmeļeļe ko elap aer aorōk ikkijen jiṃwe, eddo im marōn ko am. Ellukun aorōk bwe kwōn jelā im meļeļe kōn kōmeļeļe kein. Kim naj jipañ eok kōn meļeļe kein ilo ukook ak kajin eo kwōj kōnaan, im ejjelok wōnāān (free). Kūr tok nōmba in talpoon in (918) 351-9917 ñan jipañ ko ikkijen ukook in kōmeļeļe ko ilo pepa kein

Notice in Spanish

¡IMPORTANTE! Este document contiene información sobre sus derechos, responsabilidades y/o beneficios. Es importante que usted entienda la información en este documento. Nosotros le podemos ofrecer la información en el idioma de su preferencia sin costo para usted. Llame al (918) 351-9917 para pedir asistencia en traducir y entender la información en este documento.