Green Country Workforce Development Board

Work Experience (WEX) Policy

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 Tamara Peachey at (918) 316-6519 for assistance in the translation and understanding of the information in this document.

Telephone Relay Service is available by dialing 711 or (800) 722-0353

The Green Country Workforce Development Board (GCWDB) is the policy and guidance board for the Workforce Oklahoma system in Oklahoma. We are business leaders with a commitment to lead a highly skilled, productive workforce in our 18-county area.

The Green Country Workforce Development Board (GCWDB) complies 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, the basis of citizenship status or participation in a WIOA Title-I financially assisted program or activity.

Green Country Workforce Development Board is an Equal Opportunity Employer/Program. Auxiliary Aids and Services are available upon request to individuals with disabilities. TDD/TTY: 1-800-722-0353 Green Country Workforce Development Boards Workforce Innovation and Opportunity Act Title I program funding statement can be found at: **https://www.greencountryworks.org/eo-funding-page/**

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Purpose

The purpose of this policy is to provide guidance to the Green Country Workforce Development Board's (GCWDB) public and private partners, constituents, and service providers for the implementation of Work Experience activities under the Workforce Innovation and Opportunity Act (WIOA). This policy is established in accordance with applicable State and Federal laws and regulations.

Effective Date

GCWDB Executive Committee Approved and Effective 02/12/2026

NOTE: All GCWDB Policies and attachments are

available for download at:

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

Background

The following policy is intended to provide the structure for the Work Experience activity serving WIOA Adults, Dislocated Workers (DLW), and Youth. Work experience activities are designed to provide work readiness skills or specific job skills to enhance employability.

The Green Country Workforce Development Board (GCWDB) delivers all Workforce Innovation and Opportunity Act (WIOA) Title I business services directly to employers, not through intermediaries. Our approach is intentionally designed so that businesses receive hands-on support, direct communication, and customized training solutions aligned with their workforce needs. Under WIOA, On-the-Job Training (OJT) and other work-based learning strategies are structured as direct contracts between the employer and the local workforce board or its service provider (20 CFR 680.700–680.730). GCWDB and its contracted service providers follow this model by engaging employers personally throughout the entire process—from outreach and assessment to training plan development, documentation, and reimbursement. Because these services are authorized under WIOA Title I and implemented locally by GCWDB, businesses receive them at absolutely no cost. WIOA §134(c)(3)(H) and 20 CFR 680.720 confirm that employer reimbursements are allowable program expenditures, designed to offset extraordinary training costs—not charges to employers. GCWDB's OJT Policy reiterates this by establishing that reimbursements are paid directly to the employer for up to 50% of the trainee's wages during training, with no fees assessed.

WIOA includes a major focus on providing youth with work experience opportunities while requiring that local areas spend a minimum of 20 percent (20%) of the youth funds on this specific program element. Not less than 20 percent (20%) of youth funds allocated to the local area, minus the local area's expenditures for administration, must be used to provide paid and unpaid work experience. GCWDB and contracted Service Provider must track, and report funds spent on work experience on a monthly basis to the Oklahoma Employment Security Commission (OESC) for subsequent quarterly reporting to the Department of Labor.

A new reporting line item for work experience expenditures was added to the Local Youth ETA-9130 (B). Activities to be considered in this reporting line item include paid and unpaid work experience for both in-school and out-of-school youth. This may include summer employment opportunities and other employment opportunities available throughout the school year, pre-apprenticeship programs, internships and job shadowing, and OJT opportunities (WIOA sec. 129 (c)(2)(C)). See TEGL 2-16 for more details on local youth financial reporting.

The WIOA Worksite Terms and Conditions and the WIOA Trainee Work Plan contained in this policy are required for use by all local areas, and these forms may not be modified. In addition, the WIOA Trainee Time Sheet contained in this issuance may not be modified; however, local areas have the option to substitute a time and attendance report provided by the Worksite if it meets all the criteria listed in this policy. Local areas are not required to bring active worksite agreements created under WSD #49-2024 into compliance with this policy. Modifications may be made to existing worksite agreements, as necessary. However, local areas are prohibited from adding additional Trainees to agreements created under WSD #49-2024. At the point additional Trainees need to be added to the existing Worksite, local areas must create a new agreement according to the procedures in this policy.
The Worksite Agreement is designed to establish certain assurances and conditions that must be agreed upon between the WIOA Grantee and/or Service Provider and the work experience Worksite. The WIOA Worksite Agreement is a three-part Agreement containing Part I: Worksite Terms and Conditions ; Part II: Trainee Work Plan , and Part III: Trainee Time Sheet.

Work Experience
The work experience activity is designed to provide program participants with workplace skills necessary to attain and retain employment. Funds provided for work experience may not be used to directly or indirectly aid in the filling of a job opening that is vacant because the former occupant is on strike or is being locked out in the course of a labor dispute, or if the filling of which is otherwise an issue in a labor dispute involving a work stoppage. Work experience activities are provided, based on an assessment and individual employment plan (IEP) or individual service strategy (ISS) as follows:

A. Adult/DLW-Work Experience (Transitional Jobs) is defined in WIOA Section 134(c)(2)(A) 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 or transitional job 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.

B. Youth-Work Experience/Youth Program Element 3 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. 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 experience must include academic and occupation education. 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; and on-the-job training opportunities as defined in WIOA Section 3(44).

Allowable work experience expenditures for youth include the following:

- Wages/stipends paid for participation in a work experience;
- Staff time working to identify and develop a work experience opportunity, including staff time spent working with employers to identify and develop the work experience;
- Staff time working with employers to ensure a successful work experience, including staff time spent managing the work experience;
- Staff time spent evaluating the work experience;
- Participant work experience orientation sessions;
- Employer work experience orientation sessions;
- Classroom training or the required academic education component directly related to the work experience;
- Incentive payments directly tied to the completion of work experience; and
- Employability skills/job readiness training to prepare youth for a work experience.

Note: Supportive services are a separate program element and cannot be counted toward the work experience expenditure requirement even if supportive services assist the youth in participating in the work experience.

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 interests based on assessment results obtained at enrollment or through further interview of the participant. In addition, no participant under 21 years of age will be allowed to work on the same crew, or in constant proximity with any inmate also under the employ of the worksite.

Duration of Training

Work Experience assignments shall be limited to no more than 520 hours. The number of hours may be reduced based upon funding availability.

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

Worksite Agreements
The *WIOA Worksite Agreement* is a standardized three-part agreement to be utilized for all participants in the Adult, Dislocated Worker, and Youth programs, including transitional jobs for A/DLW. Worksite Agreements must contain the following:

- Part I: *WIOA Worksite Terms and Conditions* designed to establish certain assurances and conditions that must be agreed upon between the WIOA Program and the work experience worksite;
- Part II: *WIOA Trainee Work Plan** indicating, for each participant assigned: the job duties/responsibilities; general work schedule; physical work location; job title; hourly wage; and estimated training dates;
- Part III: *WIOA Trainee Time Sheet* which provides a record of the actual hours worked and is utilized for payment purposes.
  A. *WIOA Worksite Agreement* packet is processed for each worksite utilizing instructions given in WSD #49-2024. Modifications to existing agreements will also be made in accordance with procedures outlined in WSD #49-2024 and shall be documented using the *Section 8. Modification* form.

  B. *WIOA Worksite Agreements* Each WIOA Worksite Agreement must be numbered, and such numbering will follow the format listed to indicate the GCWDB Service Provider, the WIOA Program (Adult, Dislocated Worker, or Youth), the agreement number (1, 2, 3, 4, etc.), and the Calendar Year (January–December) giving a pattern: SP-P-1-2000 or FA-P-1-2000.

  C. Employment Eligibility and Labor Laws:
  The WIOA Grantee and/or 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 https://www.osha.gov/young-workers/resources . For information regarding the Fair Labor Standards Act (FLSA), consult https://www.dol.gov/agencies/whd/flsa. 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:
  1-866-487-9243or 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 https://www.ok.gov/odol/documents/WHWageLawBooklet2016.pdf.

  The 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 knives; transportation of persons or property by rail, highway, air, water, pipeline or other means; warehousing or storage.

D. Current State Law Provides 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:
https://www.ok.gov/odol/Employment_Issues/Child_Labor/Senate_Bill_262/index.html
https://www.cdc.gov/niosh/talkingsafety/states/ok/2017/Talking_Safety_OK.pdf
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 WIOA Grantee and/or 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 is 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 i-9 Form, 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 in the Oklahoma virtual case management system.

E. Participant Work Experience 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 that 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 Acknowledgment of Receipt, included with this policy as an example.

Career Managers must review the following prior to the orientation:

- Pre-employment/Job Readiness Skills
- Grievance Procedures (revisited)
- Enrollee Responsibilities
- Worker's Compensation Information (including WIOA Safety Policy Guidelines)
- Pay Information
- Time Sheet Requirements
- Child Labor Law Regulations (if applicable)

F. Orientation for WIOA Youth Program Work Experience
Most orientation topics are covered in the *Work Experience Participant Handbook.* The WIOA Case Manager will explain all issues covered in the Handbook to the participant and provide the participant with a copy of the handbook (tailored to their specific program for reference during their participation). Pre-employment/job readiness skills will be documented through various means (e.g.,

WinAt-Work®, KeyTrain® Career Skills or Career Ready 101 soft skills modules reports. If the participant is under the age of 18 years, the WIOA Case Manager will go over the *Child Labor Law* poster.
Career Managers must review the following with the Work Experience Supervisor prior to the first participant placement at the worksite:

- Roles/Duties of Worksite Supervisor
- Safety
- Workers Compensation, Accidents, On-the Job Injuries, and Incident Reporting
- Sexual Harassment
- Discrimination
- Prohibited Activities
- Child Labor Laws
- Attendance and Time Sheets
- Pay and Wage Information
- Termination
- Trainee Evaluations
- Participant Orientation at Worksite
- Worksite supervisors will be given orientation in regard to the WIOA Work Experience component in accordance with requirements outlined in WSD #49-2024 .
- Supervisors must certify their receipt of orientation via signature on the *WIOA Work Experience Supervisor Orientation Acknowledgment Form.*

G. Incident Reporting:
The WIOA 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.

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 into the Oklahoma virtual case management system.

- 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 WIOA Trainee and the Worksite Supervisor were consulted in the development of the modification.
- 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 the Oklahoma virtual case management system. 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.

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 WIOA 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 WIOA 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 uploading in the Oklahoma 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.

A. *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 the Oklahoma virtual case management system Program Notes in that the Trainee has been notified of the correction.

B. Payroll Requirements/Payments:

- WIOA Case Managers are required to obtain an *IRS Form W-4* and a *Department of Homeland Security Form 1-9* for each participant assigned.
- Participants will be paid based on a pay period established by the GCWDB Service Provider. Pay periods will be indicated on the *WIOA Trainee Time Sheet* forms provided to the worksites. Hours worked will be recorded as per procedures outlined in WSD #49-2024. Time sheets may be returned and payment delayed for reasons indicated in the *Work Experience Participant Handbook.*

GCWDB Service Provider staff processes all payments for the Adult/DLW Programs and the Service Provider processes all payment for the Youth Program, after receiving appropriate documents from the WIOA Case Manager. The Career Manager also maintains a *Payment Tracking Sheet* on each participant enrolled in work experience to record payments made and to track durational hour limits per participant. This record is available for the GCWDB Service Provider to review at any time. At the end of the activity, the WIOA Career Manager will provide the GCWDB Service Provider with a copy of the finalized form.

Work Experience Participant 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 Service Provider's responsibility to notify the Worksite Supervisor during the Worksite Orientation.

a. The participant must be evaluated by the Worksite supervisor at least three times throughout the duration of work experience utilizing the *WIOA Work Experience Trainee Evaluation*.

b. Successful Completion - The WIOA Case Manager will utilize the results of the final evaluation as a post-assessment to determine if the participant has met the work experience goal/objective set up in their ISS/IEP.

- *WIOA Work Experience Trainee Evaluation*, has been provided as an example. The WIOA Service Provider may utilize this form.

ALL DOCUMENTS MUST BE UPLOADED IN EACH PARTICIPANT'S ELECTRONIC CASE FILE. ALL DOCUMENTATION MUST BE PROPERLY ENTERED INTO THE PARTICIPANT'S ELECTRONIC FILE.

II. Authorization for Clarifications and Additions

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

III. History

- Replaces GCWDB P-0300600, Interns and Work Experience Policy, previously GCWDB approved and effective: 10.21.2021
- GCWDB Approved and Effective 12.08.2022
- Replaces Work Experience Policy Previously Approved and Effective 12.08.2022

IV. References

- WIOA Section 134(c)(2)(A)
- 20 CFR Section 680
- 20 CFR Section 681.600
- Fair Labor Standards Act of 1930
- Child Labor Law 40 O.S. §§71, 72, 74-80, 88, 89
- Administrative Rules OAC 380.15 and 16
- WSD #12-2024
- WSD #49-2024
- WSD-01-2026-Data-Management-and-Integrity

WIOA Worksite Terms and Conditions

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 Opportunity Act (WIOA).

Under this Agreement, Trainees will be provided work experience that is valuable and meaningful for both Trainees and the Worksite. Work experience will be:

- Consistent with each Trainee's capabilities and interests;
- Consistent with the Trainee's Individual Service Strategy (ISS) or Individual Employment Plan (IEP); and
- Designed to aid in the development of skills and work habits that assist the Trainee in obtaining unsubsidized employment.

SECTION 1. Parties to the Agreement

Worksite

Worksite: _____

Address: _____

Telephone: _____

Representative: _____

Title: _____

WIOA Grantee and/or Service Provider

Grantee and/or Service Provider: Dynamic Workforce Solutions

Address: 1295 Skills Center Circle Tahlequah, OK 74464

Telephone: (918) 207-4780

Representative: Melody Woodard

Title: Outreach Manager

Term of Agreement

Start Date: _____

End Date: _____

SECTION 2. Responsibilities

A. Worksite Responsibilities

The Worksite, _____ , agrees to:

1. Provide meaningful, sufficient, and well-planned activities designed to promote development of positive work habits and specific skills required for obtaining future unsubsidized employment.
2. Provide a safe, sanitary, and drug-free environment in accordance with Worksite policies and OSHA requirements.
3. Provide adequate, full-time supervision by qualified supervisor(s).
4. Accurately account for the Trainee's time and attendance.
5. Provide sufficient equipment and/or materials to enable the Trainee to carry out work assignments.
6. Provide job orientation to all WIOA Trainees related to work policies, job safety, and job expectations. Work policies and job expectations must be the same as for non-WIOA workers at the site.

The Oklahoma Employment Security Commission is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities.

7. 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 notify the WIOA Grantee and/or Service Provider of unsatisfactory performance.
8. Report any incidents involving the Trainee to the WIOA Grantee and/or Service Provider as directed during Worksite orientation.
9. In the event of a Worksite injury:
    - Follow Worksite policies and OSHA guidelines.
    - Ensure the Trainee, Supervisor, and authorized Worksite official complete necessary on-the-job injury reports.
    - Submit reports to the WIOA Grantee and/or Service Provider in a timely manner.
    - Acknowledge that the WIOA Grantee and/or Service Provider is the Employer of Record and responsible for Worker's Compensation.
10. Not discriminating against any WIOA Trainee in accordance with 29 CFR Part 38.
11. Ensure compliance with Fair Labor Standards Act and Oklahoma Child Labor Laws.
    - A minor under age 16 must be permitted required rest periods per 40 O.S. § 75.
    - Rest periods of short duration (5–20 minutes) must be counted as hours worked per 29 CFR 785.18.
12. Ensure no Trainee displaces current employees, reduces work hours of current employees, or fills a position where an individual is on layoff.
13. Ensure no Trainee participates in activities that assist, promote, or deter union organizing.
14. Ensure no Trainee participates in sectarian activities pertaining to religious or political doctrines or practices.
15. Uphold all rules and regulations governing the WIOA program.

B. WIOA Grantee and/or Service Provider Responsibilities

The WIOA Grantee and/or Service Provider, Dynamic Workforce Solutions , agrees to:

1. Provide Worksite supervisor(s) with orientation to the WIOA Program prior to placement of any Trainee, including:
    - Worksite Orientation Packet
    - WIOA Worksite Terms and Conditions
    - WIOA Trainee Work Plan
2. Maintain a list of minors under age 16 placed at the Worksite, including:
    - Trainee name and age
    - Worksite placement
    - Opening and closing times of establishment
    - Hours of work
    - Meal/rest break times
    - Attached employment certificate/work permit
3. Inform the Trainee of grievance procedures, nepotism rules, equal pay requirements, and nondiscrimination assurances.
4. Provide Worker's Compensation coverage as Employer of Record.
5. Pay wages in accordance with local board policy, not less than minimum wage and not exceeding starting wage for similar positions.
6. Provide guidance and counseling to Trainees experiencing unsatisfactory performance.
7. Forward a copy of all incident reports to eoofficer@oesc.ok.gov.

SECTION 3. Time, Attendance, and Compensation

Trainees will be paid only for actual hours worked.

- No pay will be issued for lunch breaks, holidays, or absences.
- Overtime is prohibited.

The Oklahoma Employment Security Commission is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities.

Time and attendance may be recorded via:

- WIOA-provided time sheets, or
- Worksite's time reporting system.

If worksite reporting system is used, documentation must include:

- Worksite Name
- Worksite Address and Telephone
- Trainee Name
- Time In / Time Out / Total Hours
- Record of 30-minute or longer breaks
- Worksite Supervisor signature
- Trainee signature
- Date

Signed time records certify accuracy.
The Worksite must release Trainee for WIOA-required orientations or activities upon request.

SECTION 4. Amendments

Modifications may only occur if:

- Worksite Representative changes; or
- WIOA Grantee/Service Provider Representative changes.

Requirements:

- Completed within 30 calendar days.
- New signatures are required.
- Date of modification noted on page 1.
- Maximum of two modifications.
- Additional changes require new agreement.

SECTION 5. Monitoring

The Worksite may be monitored by:

- WIOA Grantee and/or Service Provider
- Local Workforce Development Board
- State or Federal Agencies administering WIOA funds

SECTION 6. Termination of Agreement

This agreement may be terminated for:

- Violation of any clause
- Violation of WIOA
- Violation of Local, State, or Federal law

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 must comply with WIOA's Equal Opportunity and Nondiscrimination provisions which prohibit discrimination on the basis of race, color, religion, sex, 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

Worksite Representative: _____

Date: _____

WIOA Grantee and/or Service Provider Representative: _____

Date: _____

SECTION 9. Modifications

Modification 1 date: _____

Signature: _____ Signature date: _____

Modification 2 date: _____

Signature: _____ Signature date: _____

The Oklahoma Employment Security Commission is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities.

WIOA Trainee Work Plan

WIOA Worksite Agreement Number: _____

PART II: WIOA Trainee Work Plan

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

Trainee Information

Trainee Name: _____
Trainee Telephone: _____
Participant ID: _____
Program: ☐ Adult ☐ Dislocated Worker ☐ Youth IS ☐ Youth OS
Emergency Contact: _____
Emergency Contact Telephone: _____

Worksite Information

Worksite: _____
Worksite Address: _____
Worksite Telephone: _____
Days/Hours of Operation: _____
Supervisor: _____
Supervisor Telephone: _____
Alternate Supervisor (if applicable): _____
Alternate Supervisor 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. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____

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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 (if applicable): _____
Date: _____

Modification Section

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

Description of Modification:

WIOA Representative Signature: _____
Date: _____

Modification 2

Description of Modification:

WIOA Representative Signature: _____
Date: _____

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WIOA Trainee Time Sheet

Reset form

WIOA Worksite Agreement Number: _____

Pay Period: _____ To _____

Week 1					
Day	**Date (mm/dd)**	**Time In**	**Lunch Period (if taken)**	**Time Out**	**Total Time Worked (Hours / Minutes)**
Sunday		----	----	----	0.00 hours
Monday		----	----	----	0.00 hours
Tuesday		----	----	----	0.00 hours
Wednesday		----	----	----	0.00 hours
Thursday		----	----	----	0.00 hours
Friday		----	----	----	0.00 hours
Saturday		----	----	----	0.00 hours

Total Time Worked – Week 1: 0.00 hours

Week 2					
Day	**Date (mm/dd)**	**Time In**	**Lunch Period (if taken)**	**Time Out**	**Total Time Worked (Hours / Minutes)**
Sunday		----	----	----	0.00 hours
Monday		----	----	----	0.00 hours
Tuesday		----	----	----	0.00 hours
Wednesday		----	----	----	0.00 hours
Thursday		----	----	----	0.00 hours
Friday		----	----	----	0.00 hours
Saturday		----	----	----	0.00 hours

Total Time Worked – Week 2: 0.00 hours

Week 3 (if applicable)					
Day	**Date (mm/dd)**	**Time In**	**Lunch Period (if taken)**	**Time Out**	**Total Time Worked (Hours / Minutes)**
Sunday		----	----	----	0.00 hours
Monday		----	----	----	0.00 hours
Tuesday		----	----	----	0.00 hours
Wednesday		----	----	----	0.00 hours
Thursday		----	----	----	0.00 hours
Friday		----	----	----	0.00 hours
Saturday		----	----	----	0.00 hours

Total Time Worked – Week 3: 0.00 hours

Total Time Worked – Pay Period:
0.00 hours

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

Trainee Signature: _____ **WIOA Representative Signature:** _____

Date: _____ **Date:** _____

Worksite Supervisor Signature: _____

Date: _____

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WIOA Work Experience Trainee Evaluation

WIOA Worksite Agreement Number: _____ Reset Form

Trainee Information

Trainee Name: _____ Participant ID (PID): _____
Start Date: _____ End Date: _____
Job Title: _____

Worksite Information

Worksite: _____ Supervisor: _____
Worksite Address: _____ Telephone: _____
Worksite Telephone: _____ Alternate Supervisor
Days/Hours of Operation: _____ (if applicable): _____
Telephone: _____

Evaluation Scale

1 = Unsatisfactory 2 = Satisfactory 3 = Good 4 = Excellent

Performance Evaluation

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

Average Rating (Total Points ÷ 12): 0.0

Comments:

Date of Evaluation: _____

Certification

I have discussed this performance evaluation with the Trainee and certify that I have evaluated the skills objectively.

Supervisor Signature: _____

This performance evaluation has been discussed with me, and I certify that I have received training in the skills listed.

Trainee Signature: _____

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WIOA Work Experience Worksite Orientation

WIOA Worksite Agreement Number: _____

Worksite Information

Worksite: _____
Worksite Address: _____
Telephone Number: _____
Worksite Supervisor: _____
Supervisor Telephone Number: _____
Alternate Supervisor (if applicable): _____
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 the WIOA Worksite Orientation Packet.

I further acknowledge that I have received a copy of the job description(s) and/or WIOA Trainee Work Plan for the participant(s) I will be supervising.

Worksite Supervisor Signature: _____
Date: _____

Alternate Supervisor Signature (if applicable): _____
Date: _____

WIOA Representative Signature: _____
Date: _____

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Employer Contact Consent Form

During orientation, you were informed that we would be contacting those who participated in our education or training program to find out how you are progressing after completing the program. We would like to know if our program helped you achieve your goal of entering postsecondary education/training or obtaining/maintaining employment.

This document provides your consent to contact your employer to obtain information that will be used to evaluate our program services.

I Agree to the Following:

1. I understand that this document provides permission for my employer to be contacted by program staff and that my employer may provide information including my status of employment, length of employment, type of employment, hours of employment, and my hourly/weekly wage during the previous 3-months.
2. I understand that this document only provides permission to contact my employer two times for supplemental information. The first contact will be on/around the 2nd quarter after exit and the second contact will be on/around the 4th quarter after exit.
3. I understand that participation in the supplemental information follow-up is voluntary. My employer can refuse to answer any questions they do not wish to answer.
4. I understand that I have the right to revoke (cancel) the permission I have given to contact my employer at any time by contacting the program and providing written notice. I understand that if I revoke (cancel) permission to contact my employer, information that has already been collected at the time permission is revoked (canceled) will be used in evaluation of program performance; however, further contact to my employer will not be made.
5. I understand that the information gathered will remain confidential.
6. I understand that the information gathered from my employer will only be used to evaluate program performance.

I have read the information, or it has been read to me. I have had the opportunity to ask questions about it, and any questions I have asked have been answered to my satisfaction. I voluntarily consent to employer contact for supplemental information collection if I am unable to be reached.

Participant		**Program Staff**	
Participant ID #:	_____	**Printed Name:**	_____
Printed Name:	_____	**Signature:**	_____
Signature:	_____	**Date:**	_____
Date:	_____		

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WIOA Work Experience Incident Report

WIOA Worksite Agreement Number: _____

Worksite Supervisor: Please complete the following information and submit it to the WIOA Grantee and/or Service Provider immediately.

Worksite Information

Worksite: _____
Worksite Address: _____
Worksite Telephone: _____
Worksite Supervisor: _____
Supervisor Telephone Number: _____
Alternate Supervisor (if applicable): _____
Alternate Supervisor Telephone: _____

TRAINEE INFORMATION

Trainee Name: _____
Participant ID (if known): _____
Trainee Telephone: _____
Trainee Address: _____
City: _____
Zip Code: _____

INCIDENT INFORMATION

Date of Incident: _____
Time of Incident: _____
Location of Incident: _____
City: _____
Zip Code: _____
Description of Incident (include how, where, and circumstances):

Was medical treatment required? ◯ Yes ◯ No If yes:
Physician Name: _____
Physician Address: _____
City: _____
Zip Code: _____

COMPLETE THIS SECTION ONLY IF INCIDENT WAS REPORTED TO POLICE

Police Station Name/Number: _____
Officer Name: _____
Officer Telephone: _____

CERTIFICATION

I certify that the above information is true and accurate to the best of my knowledge.

Worksite Supervisor Signature: _____ **Trainee Signature:** _____
Date: _____ **Date:** _____

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Green Country Workforce Development Board

Work Experience
Participant Handbook

Green Country Workforce Board is an Equal Opportunity Employer/Program.
Auxiliary aids and services are available upon request to individuals with disabilities.
This document was financed in whole or in part by funds from the U.S. Department of Labor
As administered by the Oklahoma Office of Workforce Development

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Oklahoma Works is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. Oklahoma Works Workforce Innovation and Opportunity Act funding statement can be found at: https://oklahoma.gov/workforce/about/stevens-amendment.html

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INTRODUCTION

Welcome to the Green Country Workforce Development Board (GCWDB) work experience activity! As a participant in the GCWDB work experience you will have the opportunity to:

- Help your community
- Learn work skills
- Learn the kind of behavior expected on a job
- Earn a "job well done" recommendation from your supervisor
- Earn your own money

If you are a supervisor, you serve as a mentor and role model for the work experience trainee. Your guidance will help the trainee learn more basic job skills, develop positive decision-making and problem-solving tools and techniques, learn to engage in teamwork and get a firsthand view of what it takes to succeed in the workplace.

As a trainee, you will have an opportunity to learn from a professional who has succeeded in the work world and is committed to sharing his/her expertise and success with you.

MAKE THE MOST OF THIS OPPORTUNITY!!!

As with any carefully planned project, there are guidelines and requirements for supervisors, trainees and the WIOA case manager. This handbook outlines those guidelines and requirements and will help you easily understand and comply with the paperwork and procedures. In addition to this handbook, the service provider may have additional material for you.

This handbook contains six sections containing information on program overview, your rights, expectations, time and attendance, safety and on-the-job injury**.** Various forms and documents appear throughout. Be sure to read, complete and display (if applicable) each one as required.

Your WIOA Career Manager is _____

You can reach your Career Manager by calling _____

Your Talent Development Specialist is here to answer any questions or concerns you may have and help you as you enter this work experience.

Good luck as you enter into this work experience program. Green Country Workforce Development Board's mission is to enhance the area's prosperity by helping people and businesses with their workforce needs.

PROGRAM OVERVIEW

Work Experience is a planned, structured learning experience that takes place in a workplace for a limited period of time. The experience is designed to assist the participant to gain solid workplace knowledge and maturity and firmly establish good workplace behavior. It is also designed to assist the employer – especially if the business is new or just getting established.

Private for profit, private not-for-profit, or public worksites may all be used for Work Experiences.

Program emphasis is placed on the following:

- Motivating trainees and preparing them for an employment opportunity
- Developing employability skills
- Enhancing soft skills necessary for future employment
- Providing support and supervision along with regularly-scheduled formal evaluations

Oklahoma Works is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. Oklahoma Works Workforce Innovation and Opportunity Act funding statement can be found at: **https://oklahoma.gov/workforce/about/stevens-amendment.html**

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YOUR RIGHTS: GRIEVANCE PROCEDURE

If at any time during your participation in the program you feel that you are being treated unfairly, first discuss your grievance with your supervisor or WIOA Talent Development Specialist. If the problem is not resolved, you may request a review of your grievance by the Equal Employment Officer (EEO) at the Green Country Workforce Development Board. Contact information for the EEO is:

Local EO Officer
Tamara Peachey I EO Officer/Operations Manager
Green Country Workforce Development Board, 822 S. Muskogee Ave. Tahlequah, OK 74464
918-316-6519
eo@greencountryworks.org

More detailed information regarding your grievance rights is found on the Green Country Workforce Development Area Grievance and Complaint Procedures and the Green Country Workforce Development Area Equal Opportunity (EEO) Complaint Procedures that you signed when you enrolled in the program.

EXPECTATIONS AND GUIDELINES FOR THE TRAINEE

Trainees are expected to conduct themselves in a professional manner at all times while employed. As a trainee, we expect you to

- Dress appropriately for the worksite.
- Conduct yourself appropriately. Be respectful at all times to supervisors and co-workers
- Arrive on time and work the hours scheduled. Remember, you must work to receive pay
- Notify the worksite supervisor immediately if you are going to be absent OR late
- Follow directions and complete assigned tasked. When your tasks are completed, ASK for additional tasks. **BE MOTIVATED!**

You may lose your job for any of the following reasons:

- Repeated tardiness or absence
- Leaving work without the supervisor's permission or walking off the job site
- Doing something which violates the worksite's rules or standards of behavior or other rules that you are aware of
- Being disrespectful (e.g., complaining about tasks, cursing, arguing with co-workers, vandalism)
- Failing to complete assignments in a timely manner
- Goofing off (avoiding work)

During the program you will be evaluated on how well you are following the work rules. Use that evaluation to improve your performance and become a better worker!

EXPECTATIONS AND GUIDELINES FOR THE SUPERVISOR

As a supervisor you have the opportunity to make a significant impact not only on the trainee but the workplace and the community. As a supervisor for the worksite, you agree to uphold the following responsibilities

- Provide meaningful, sufficient, well-planned activities designed to promote the development of positive work habits and specific skills required for obtaining future unsubsidized employment

- Provide a safe, sanitary, and drug free environment
- Provide adequate, full-time supervision by qualified supervisors
- Accurately account for trainee's time and attendance
- Provide sufficient equipment and/or materials to enable the trainee to carry out work assignments
- Provide job orientation to the WIOA trainee related to work policies, job safety, and job expectations. The work policies and job expectations for the WIOA trainee must be the same as for non-WIOA workers at the site
- 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 notify the WIOA Grantee and/or Service Provider of any unsatisfactory performance levels
- Report any incidents involving the trainee to the WIOA Grantee and/or Service Provider
- Along with the trainee and other authorized parties, complete any necessary on-the-job injury reports and submit them to the WIOA Grantee and/or Service Provider in a timely manner so that medical claims can be processed for worker's compensation
- Not discriminate in any manner or for any reason against the WIOA trainee
- Ensure that all activities are in compliance with current Fair Labor Standards and State of Oklahoma Child Labor Laws
- Ensure that the trainee will not 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
- Ensure that the trainee does **NOT** participate in activities that assist, promote or deter union organizing.
- Ensure that the trainee does **NOT** participate in any sectarian activity pertaining to religious or political doctrines, sects, denominations, or practices
- Ensure that all rules and regulations governing the WIOA program will be upheld.

TIME AND ATTENDANCE

As a trainee, you are allowed a maximum of 520 hours or 6 months of training at a worksite. This is not an entitlement. The worksite can terminate your employment if you do not perform well or fail to comply with rules and regulations. Your work schedule will be determined by your worksite; however, you will be scheduled to work no more than 40 hours each week. You will **NOT** be paid for non-work hours which include lunch breaks and absences. You will only receive pay for **holidays** if your worksite is officially open for business and you actually perform work on that day. **No holiday pay rate will apply.**

The pay periods for this program are bi-weekly, meaning you are paid for two weeks of work at a time.

The worksite supervisor will keep accurate time and attendance records on the trainee. Time and attendance may be recorded on time sheets provided by the service provider or by the record keeping method utilized by the worksite (punch time clock, computer check-in or badge scanning system). However, if the worksite does not utilize the time sheet provided by the service provider a record must be given to the service provider at the end of each pay period.

The record must include:

- Worksite Name
- Worksite Address and Telephone

- Trainee Name
- Time In, Time Out and 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.)
- 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 to certify accuracy. A sample time sheet and time sheet checklist are included with this handbook.

SAFETY POLICY GUIDELINES

Safety does not happen by accident! Below are some guidelines to help you stay safe in the workplace.

- Do not lift or move any object that you cannot safely lift or move. If you are in doubt, ask someone to assist you
- Walk cautiously up and down stairs; use the handrail whenever possible
- Be aware of your surroundings. Exercise caution with walking around blind corners and on all uneven surfaces. Observe signage regarding floor and sidewalk conditions. Make sure surfaces are safe before entering any wet area
- Keep drawers of cabinets, desks, etc. closed when not in use. Only one drawer of a storage cabinet shall be pulled out at a time in order to avoid over-balancing the storage unit
- Do not sit on the edge of a chair or tilt back when sitting in a straight chair
- Do not use boxes, chairs, etc. in place of ladders
- Keep floors free of tripping hazards such as telephone cords, electrical cords and papers
- Store materials on shelves in way to prevent falling. Place heavy objects on lower shelves
- Report unsafe electrical cords, faulty equipment or any hazardous condition to your supervisor
- Do not place sharp objects or broken glass in wastepaper containers
- No candles or other open flames
- Comply with ALL safety and health laws and ordinances including Child Labor Laws

ON-THE-JOB INJURY

If you are injured while working, follow these procedures:

- Notify your worksite supervisor immediately
- If necessary, seek medical treatment
- Immediately notify your Talent Development Specialist who will notify the fiscal agent insurance representative and the Green Country Workforce Development Board. If you do not, your claim could be denied.

All Workers Compensation claims will be processed by Green Country Workforce Development Board's Fiscal Agent for Adult and Dislocated Worker Programs. All Workers Compensation claims for the Youth Program will be processed through the Current Service Provider _____.
We look forward to assisting you on your journey to gain solid workplace knowledge and establishment of your place in the workforce.

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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
Tamara Peachey
Green Country Workforce Development Board, 822 S. Muskogee Ave. Tahlequah, OK 74464
{918)316-6519
eo@greencountryworks.org

State Equal Opportunity Officer
Kacey Luster I Oklahoma Employment Security Commission, 2401 N. Lincoln Blvd., Oklahoma City, OK 73105
{405} 557-5496
EOOfficer@oesc.ok.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) 316-6519 for assistance in the translation and understanding of the information in this document.

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) 316-6519 para pedir asistencia en traducir y entender la información en este documento.
