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.

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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 (Attachment F) 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.

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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.

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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: _____

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