



# CENTRAL OKLAHOMA WORKFORCE INNOVATION BOARD

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## Work Experience (WEX) Policy

**Approved and Published: December 2024**

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*The Central Oklahoma Workforce Innovation Board (COWIB) is the policy and guidance board for the Workforce Oklahoma system in Central Oklahoma. We are business leaders with a goal to establish a highly skilled, productive workforce in our 9-county area.*

*The Central Oklahoma Workforce Innovation Board (COWIB) 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), national origin (including limited English proficiency), age, disability, political affiliation or belief, or, the basis of citizenship status or participation in a WIOA Title-1 financially assisted program or activity.*

<http://www.cowib.org/>



## COWIB Work Experience (WEX) Policy

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## COWIB Policy on Work Experience (WEX)

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### Purpose

This policy provides guidance for the implementation of WIOA-funded Work Experience (WEX) training opportunities for WIOA-eligible Adult, Dislocated Workers, and Youth program participants.

### References

- WIOA §129(c)(2)(C) & §129(c)(4)
- 20 C.F.R. 680.180
- 20 C.F.R. 664 & 20 C.F.R. 681.600, 610
- WSD #12-2024
- WSD #49-2024
- TEGL 08-15
- TEGL 09-22

### Background

WIOA includes a major focus on providing youth with work experience opportunities for career exploration and skill development. 20 C.F.R. §681.600(a) describes work experiences as planned, structured, time-limited academic and occupational learning experience provided in a workplace. Work experience may be paid or unpaid, as appropriate, and may be provided in the private for-profit, non-profit, or public sectors.

Labor standards apply in any work experience where there is an employee/employer relationship, as defined by the Fair Labor Standards Act or applicable State law.

20 C.F.R. §681.600(b) states that work experiences must include academic and occupational education. The educational component may occur concurrently or sequentially with the work experience. Further academic and occupational education may occur inside or outside the worksite.

Local Youth programs must use at least 20% of the Youth funds allocated to the local area to provide youth participants with work experiences. Participant wages and staff costs must be tracked and reported as part of the local WIOA Youth financial reporting.

Per WSD #12-2024, 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 experiences 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, job-shadowing, and OJT

opportunities.

### Work Experience (WEX) Policy

The work experience activity is designed to provide program participants with workplace skills necessary to attain and retain employment. Funds provided for work experiences 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 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 service strategy (ISS):

- A. **Adult/Dislocated Worker** – As defined in WIOA sec. 134(c)(2)(A)(xii)(VII), an internship or work experience is a planned, structured learning experience that takes place in a workplace for a limited period of time. Internships and other work experience may be paid or unpaid, as appropriate and consistent with other laws, such as the Fair Labor Standards Act. An internship or other work experience may be arranged within the private for-profit sector, the non-profit sector, or the public sector. Labor standards apply in any work experience setting where an employee/employer relationship, as defined by the Fair Labor Standards Act, exists. Transitional jobs are a type of work experience, as described in §§ 680.190 and 680.195.
- B. **Youth** – As defined in 20 C.F.R. sec. 681.600, Work experiences are 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 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. Consistent with § 680.840 of this chapter, funds provided for work experiences 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 the filling of which is otherwise an issue in a labor dispute involving a work stoppage. Work experiences provide the youth participant with opportunities for career exploration and skill development. Work experiences must include academic and occupation education.

### Types of Work Experience

- Summer Employment opportunities and other employment opportunities available throughout the school year;
- Pre-Apprenticeship programs;
- Internships or Job-Shadowing;

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- Transitional Jobs;
- On-The-Job Training opportunities as defined in WIOA sec. 3(44) and 20 C.F.R. §680.700.

### Academic or Occupational Education

As previously described, the work experience for youth must include academic and occupational educational. WSD #12-2024 further explains:

- The work experience employer can provide the academic and occupational component or such components may be provided separately in the classroom or through other means;
- Local areas have the flexibility to decide who provides the education component;
- The academic and occupational education component refers to contextual learning that accompanies a work experience. It includes the information necessary to understand and work in specific industries and/or occupations;
- Local programs have the flexibility to determine the appropriate type of academic and occupational education necessary for a specific work experience.

### Allowable Work Experience Expenditures for Adult/Dislocated Worker

Per WSD 35-2024:

- Wages/stipends paid for participation in a work experience;
- Participant work experience orientation sessions;
- Employer work experience orientation sessions;

### Allowable Work Experience Expenditures for Youth

Per WSD #12-2024:

- 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

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- Employability skills/job readiness training to prepare youth for a work experience.
- Supportive Services

While Supportive Services are a separate program element, supportive services that enable participation in work experience can be counted toward the work experience expenditure requirement according to TEGL 9-22. TEGL 09-22 provides further discussions of allowable expenditures that may be counted toward the youth work experience expenditure.

### 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.

### Duration of Training

COWIB has established the following limits for Work Experience activities:

- For a worksite in the public or non-profit sector – 800 hours;
- For a worksite in the private, for-profit sector – 400 hours.

If necessary and appropriate, as indicated by an approved Individual Service Strategy (ISS), Individual Employment Plan (IEP), a participant may repeat a Work Experience activity with a different worksite. For compliance purposes, the necessity of a second work experience activity would need to be documented in the participant's case notes.

### Hourly Wage

COWIB and its Service Provider will establish Work Experience wage rates based upon a reasonable review of the training, experience and skills required for the Work Experience positions that are being filled. Since the positions will be filled by individuals who lack exposure to good work habits, job skills, and/or working environment, it is assumed that the compensation for each position will be equivalent to an entry-level wage. Participants shall be paid not less than the current minimum wage.

### Worksite Agreements

The WIOA Worksite Agreement is designed to establish certain assurances and conditions that must be mutually agreed upon between the COWIB's Service Provider and the Work Experience worksite.

A Worksite Agreement must be executed prior to the start date of any Work Experience

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activity. A properly completed Worksite Agreement will carry the signature of: (a) A representative of the COWIB's Service Provider; and (b) The signature of the Worksite Representative. The Worksite Representative must be someone who is authorized to enter into contracts on behalf of the worksite.

A single Worksite Agreement may be written for more than one Work Experience participant. However, the agreement must include a unique Trainee Work Plan for each participant.

A model Worksite Agreement is given in Attachments A, B, & C

### Worksite Development and Outreach

Worksite development will begin through an outreach process in which potential qualified businesses (including non-profit organizations, governmental agencies, etc.) are identified and Worksite Agreements are written.

The COWIB's Service Provider will assure that properly-trained staff members are assigned to the task of engaging qualified businesses, non-profit organizations, governmental agencies, etc. The Service Provider will develop effective outreach tools and protocols that are appropriate to the needs of Central Oklahoma businesses. To the extent possible, all outreach methods and materials will be designed from a business perspective. Outreach activities should be delivered in a manner that highlights the benefits of properly-designed Work Experience activities.

The COWIB's Chief Executive Officer will have the ultimate authority to approve all outreach methods, materials, and tools. Members of the COWIB's Business Services Unit may be assigned to help identify potential worksites.

The goal of these Worksite Development and Outreach activities is to develop a set of eligible worksites that reflect the following objectives:

- Eligible worksites should represent a cross-section of governmental, non-profit, and for-profit businesses in the Central Oklahoma labor market.
- Eligible worksites should encompass business activities involving a variety of occupations and potential career tracks.
- Eligible worksites should have a business model that is successful and can stand on its own merits – regardless of whether a Worksite Agreement is approved or not. Participation in a Worksite Agreement should be inconsequential to the success of the business.
- Eligible worksites should include businesses, agencies, and organizations that are motivated by a sense of civic engagement and an opportunity to participate in the betterment of their community.

There is not a requirement or an expectation for a Work Experience activity to culminate in the



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worksite's hiring of the WIOA participant. To be eligible to participate as a Worksite, it is not necessary for the business to have available job openings. Even so, worksite development and outreach activities should be designed so that a cross-section of businesses are engaged. Optimally, these worksite development activities will result in the identification of one or more businesses where potential future employment opportunities will exist.

### Worksite Eligibility

Worksite Agreements may be written with businesses (including governmental agencies, etc.) from the public, private non-profit, or private for-profit sectors.

In general, businesses are eligible to participate in a Worksite Agreement if they are willing to meet the following program guidelines:

- The worksite must assure that each Work Experience participant will be supervised on a full- time basis by a qualified supervisor.
- The worksite must assure that all work will be conducted in a safe and sanitary drug-free environment.
- The worksite shall provide sufficient work to occupy the trainee's work hours and shall provide sufficient equipment and/or materials to enable the trainee to carry out the work assignments.
- The worksite will provide job orientation to all Work Experience participants as related to work policies, job safety, and job expectations. The work policies and job expectations for WIOA participants must be the same as for non-WIOA workers at the site.
- Each worksite supervisor shall maintain an accurate record of time and attendance of each trainee to be recorded on the Time and Attendance Record.
- The worksite supervisor for each trainee shall conduct evaluations of the Work Experience participant.
- The worksite shall adhere to all applicable Federal, State, and local labor laws.
- The worksite shall, upon request of the COWIB's Service Provider, release the trainee for attendance at labor market orientations, career orientations, job readiness training, or other WIOA program activities.
- The worksite must assure that any Work Experience participant will not displace currently employed workers.
- Each worksite must provide information such as an IRS Employer Identification number to demonstrate that they are a legitimate business, having full-time employees, and conducting their trade or business at an appropriate worksite.
- The Work Experience activities must be conducted at the worksite's place of business

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(as described on the Worksite Agreement), and may not be subcontracted.

- The duties of the Work Experience participant must not involve religious or political activity.
- A Worksite Agreement cannot be written for job duties or a job position in which a worker is currently on layoff or for a position which will deny a current worker promotional opportunities.
- The worksite must not utilize a Worksite Agreement to displace currently employed workers or to reduce the hours of those employed workers below their normal schedule.
- The worksite must not be involved in a current labor dispute and must not have a history of frequent layoffs.
- No individual may be placed into a Work Experience position if a member of his / her family is engaged in an administrative capacity with the worksite, including any person involved with the supervision responsibilities for the WIOA trainee.

### Worksite Survey

To document that a business or organization qualifies as an eligible worksite, the COWIB's WIOA Service Provider must complete a Worksite Survey. The survey is an interview / review to verify that the business meets the minimum criteria to function as an approved site for a Work Experience activity.

A Worksite Survey review form, with instructions, is provided as an attachment to this Policy. See Attachment F.

### Parts of the WIOA Worksite Agreement

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

- The Worksite Terms and Conditions (Attachment A);
- The Trainee Work Plan (Attachment B); and
- The Trainee Time Sheet (Attachment C).

### Part I: The Worksite Terms and Conditions

Each WIOA Worksite Agreement must be numbered. COWIB will utilize the following numbering system: (County, Local Area, Service Provider, Agreement Number, Program Year) ex. **PO-COK-DWFS- 001-18**

Section 1 of the Worksite Terms and Conditions identifies the parties to the Worksite Agreement. Also, the Start and End dates of the Agreement are defined.

Section 2 includes a complete description of worksite responsibilities as well as responsibilities

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of the Service Provider.

Section 3 provides that, “Accurate time and attendance records will be kept by the Worksite supervisor on each Trainee.” Additional provisions are given.

The process for modifying the Worksite Agreement is given in Section 4. Amendments to the agreement are limited: “The 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... Service Provider must enter into a new WIOA Worksite Agreement.”

Section 5 authorizes on-site monitoring to be conducted by the COWIB as well as by any state or federal agencies that administer funds under the Workforce Innovation and Opportunity Act.

Provisions for termination of the Agreement are described in Section 6. Then, in Section 7, Equal Opportunity and Nondiscrimination is covered.

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.

### Part II: The Trainee Work Plan

The Worksite Agreement is structured so that several Trainee Work Plans may be encompassed within a single Worksite Agreement. The Trainee Work Plan requires signatures from the Trainee, the Worksite Supervisor, and a representative of the COWIB service provider.

In the “General Training Information” section of the Trainee Work Plan, there is a space to record the hourly wage that will be paid to the trainee. Enter the hourly rate of pay that is proposed. The Service Provider will establish the Work Experience Job wage rate based upon a reasonable review of the training, experience and skills required for the Work Experience position that is being filled. Since each position will be filled by individuals who lack exposure to good work habits, job skills, and/or the working environment, it is assumed that the compensation for each position will be equivalent to an entry-level wage – that is, at or near the minimum wage level.

**NOTE: Pursuant to Section 181(a)(1)(A) of WIOA, individuals in Transitional Job activities “shall be compensated at the same rates, including periodic increases, as trainees or employees who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skills.”**

The “Duties and Responsibilities” described in the Trainee Work Plan must provide sufficient work to occupy the trainee’s work hours. The job tasks described in the statement may include routine duties that are regularly performed by other employees at the worksite. Alternatively, they may represent special assignments that are performed on an occasional, seasonal,

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intermittent, or temporary basis.

The duties of the Work Experience participant must not involve religious or political activities.

It is expected that the duties of the Work Experience position will be generally equivalent to the tasks assigned to an entry-level employee of the worksite.

### Part III: The Trainee Time Sheet

Accurate time and attendance records will be kept by the Worksite supervisor on each Trainee. “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 the state case management system;
- 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, 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.

### Orientation for Worksite Supervisors

Before the placement of the first trainee at the worksite, an orientation must be provided to the front-line worksite supervisor(s) who will provide guidance and direction to the Transitional Jobs participant. The purpose of the orientation is to make sure that each worksite supervisor understands the purpose of the Transitional Jobs program, program guidelines, and responsibilities of the Worksite.

The orientation may be provided in the form of a group session or an individual briefing. Each COWIB Service Provider shall prepare an orientation packet in the form of a hard copy and/or online document which may be used as a reference tool by the worksite supervisor.

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As provided in WSD #49-2024:

“The Worksite Supervisor(s) must sign an acknowledgement of receipt to document that 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.”

In the Central Oklahoma area, the COWIB’s Service Providers must utilize the Worksite Orientation Acknowledgement of Receipt form that is provided in WSD #49-2024. (See Attachment E).

At a minimum, the topics to be covered in the orientation must include the following:

- The purpose of the Work Experience activity;
- The content and requirements of the Worksite Agreement;
- Role / duties of the Worksite Supervisor;
- Safety;
- Accidents, On-the-Job Injuries, and Incident Reporting;
- Sexual Harassment;
- Discrimination;
- Prohibited Activities;
- Attendance and Timesheets;
- Pay and Wage Information;
- The Payroll Calendar;
- A discussion of steps to be taken when a participant fails to perform properly at the worksite;
- A discussion of conditions that may result in the termination of a Worksite Agreement;
- Termination;
- Trainee Evaluations; and
- Trainee Orientation at Worksite.

### Incident Reporting

Worksite Supervisors must document all incidents occurring at the Worksite that involve participants. An incident may include but is not limited to:

- Trainee involvement in fighting;
- 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;

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- 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.”

In the Central Oklahoma area, the COWIB’s Service Providers must utilize the WIOA Work Experience Incident Report form that is provided in WSD #49-2024 as Attachment F. (Also included in this policy as Attachment E)

### Time and Attendance Record

From WSD #49-2024:

Time, Attendance, and Compensation:

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.

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 the state case management system;
- 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, 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

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and the Worksite Supervisor, whose signatures will certify accuracy.

Errors on the WIOA Trainee Time Sheet:

In certain circumstances it might be necessary to make changes to the Trainee Time Sheet. There are two main categories of errors that can be associated with the Trainee Time Sheet.

### **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.

### **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 timekeeping must notify the Service Provider so that the Trainee can be informed of the correction. The case manager must document in case notes in the Case or Program Notes that the Trainee has been notified of the correction.

### **Rounding of Hours**

The duration of the daily time worked by the trainee must be recorded accurately. To account for extra minutes worked (beyond an exact number of hours), the following conversion table may be used:

<b>Total Minutes Daily Over Exact Hours</b>	<b>Conversion to Fraction of an Hour</b>
0 to 7 Minutes	No Extra Time
8 to 22 Minutes	$\frac{1}{4}$ Hour = .25
23 to 37 Minutes	$\frac{1}{2}$ Hour = .50
38 to 52 Minutes	$\frac{3}{4}$ Hour = .75
53 to 59 Minutes	1 Hour – 1.00

NOTE: A similar conversion table may be utilized by the Service Provider if it provides a reasonably precise record of the daily time worked by each trainee. Any such conversion methodology must be applied uniformly to each trainee employed by the Service Provider.

Before signing the Time & Attendance Record, the COWIB Service Provider representative will examine the signatures of the Trainee and the Worksite Supervisor, respectively. Before accepting the timesheet as a true and accurate record of the time worked by the participant, the COWIB Service Provider will check to make sure that:

- Trainee and Worksite Supervisor have signed their names in ink;

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- The signature of the Trainee closely resembles other samples of the Trainee's signature as it appears in the Participant file (including the Trainee Work Plan);
- The signature of the Worksite Supervisor closely resembles the Worksite Supervisor's signature as it appears on the Trainee Work Plan; and
- Proper names are spelled correctly.

### Evaluation of Skills Being Developed

From WSD #49-2024:

"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 Providers responsibility to notify the Worksite Supervisor during the Worksite orientation.

Attachment G, WIOA Work Experience Trainee Evaluation, has been provided as an example. The WIOA Grantee and/or Service Provider may utilize Attachment H or create their own evaluation."

In the Central Oklahoma area, our local standard will consist of:

- At least three trainee evaluations must be scheduled by the worksite supervisor during the course of the trainee's work experience assignment;
- The WIOA Work Experience Trainee Evaluation should be utilized. (See Attachment D)

### Participant Payroll Procedures

For Work Experience activities, the COWIB's WIOA Service Provider is authorized to act as the employer of record and pay a wage to the program participant. Each Work Experience participant will be treated as a temporary employee of the Service Provider.

The WIOA Service Provider and the Worksite must adhere to current workplace safety guidelines and applicable federal / state wage laws. Provisions for wages under the amendments to the FLSA apply to all Work Experience participants.

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 <http://www.uscis.gov/files/form/i-9.pdf>



### **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), 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.

### **Addenda / Revisions**

The COWIB Chief Executive Officer is authorized to issue additional instructions, guidance, approvals, and/or forms to further implement the requirements of policy, without making substantive change to the policy, except in situations when a new or updated state and federal guidance is issued.

Questions about these procedures may be directed to the COWIB's Policy Analyst at (405) 622-2026.

WIOA Worksite Agreement Number: \_\_\_\_\_

Modified: \_\_\_\_/\_\_\_\_/\_\_\_\_

## PART I: WIOA Worksite Terms and Conditions

This Agreement is to provide employment and training services to eligible youth or adults (referred to as Trainees) participating in a work experience authorized and funded under the Workforce Innovation and Opportunities Act (WIOA). Under this Agreement, Trainees will be provided work experience, which is valuable and meaningful for both Trainees and the Worksite. Work experience will be consistent with each Trainee's capabilities and interests, and consistent with the Trainee's Individual Service Strategy or Individual Employment Plan. Work experience will also aid in the development of skills and work habits, which will assist the Trainee in obtaining unsubsidized employment in the future.

### SECTION 1. Parties to the Agreement:

Worksite		WIOA Grantee and/or Service	
Worksite:		Grantee and/or Service Provider	
Address:		Address:	
Representative:		Representative:	
Title:		Title:	
Telephone:		Telephone:	

Term of Agreement			
Start Date:		End Date:	

### SECTION 2. Responsibilities

#### Worksite Responsibilities:

The Worksite, \_\_\_\_\_, agrees to uphold the following responsibilities:

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

as directed by the WIOA Grantee and/or Service Provider and will notify the WIOA Grantee and/or Service Provider of any unsatisfactory performance levels.

8. The Worksite Supervisor will report any incidents involving the Trainee to the WIOA Grantee and/or Service Provider as directed by the WIOA Grantee and/or Service Provider during Worksite orientation.
9. In the event of a Worksite Injury, Worksite policies and OSHA guidelines must be followed. The Trainee, Supervisor, and authorized Worksite official will complete any necessary on-the-job injury reports and submit to the local WIOA Grantee and/or Service Provider in a timely manner so that medical claims can be processed for Worker's Compensation. NOTE: The local WIOA Grantee and/or Service Provider is the Employer of Record for the Trainee and, as such, is responsible for Worker's Compensation.
10. Will not discriminate in any manner or for any reason against any WIOA Trainee, per 29 CFR Part 38.
11. Will ensure that all activities are in compliance with current Fair Labor Standards and State of Oklahoma Child Labor Laws. NOTE: A minor under the age of 16 years must be permitted a one (1) hour cumulative rest period for eight (8) consecutive hours worked or a 30-minute cumulative rest period for five (5) consecutive hours worked (40 O.S. § 75). Rest periods of short duration, running from 5 to about 20 minutes must be counted as hours worked (29 CFR 785.18) while longer breaks are to be counted as hours worked at the discretion of the employer.
12. No Trainee will displace current employees, result in the reduction of work hours for current employees, or be placed in position where any other individual is on layoff from the same or any substantially equivalent position.
13. No Trainee shall participate in activities that assist, promote, or deter union organizing.
14. No Trainee shall participate in any sectarian activity pertaining to religious or political doctrines, sects, denominations, or practices.
15. All rules and regulations governing the WIOA program will be upheld.

### WIOA Grantee and/or Service Provider Responsibilities

The WIOA Grantee and/or Service Provider, \_\_\_\_\_, agrees to uphold the following responsibilities:

1. Will provide the Worksite supervisor(s) with an orientation to the WIOA Program prior to any Trainee being placed on the Worksite, which includes the provision of the following written materials:
  - A Worksite Orientation Packet,
  - A copy of the WIOA Worksite Terms and Conditions, and
  - A copy of the WIOA Trainee Work Plan.
2. Will maintain a list of minors under the age of 16 placed at the Worksite available for review at any time with the following information:
  - Trainee name and age,
  - Worksite where the Trainee is placed,
  - The time of opening and closing of the establishment,
  - The hours of commencing and stopping work, and

- The time allowed for meals and/or breaks.
  - A copy of the corresponding employment certificate/work permit for each individual must be attached to this list of Trainees.
3. Will inform the Trainee of grievance procedures, nepotism rules, equal pay, and non-discrimination assurances.
  4. The Trainee will be covered under the Worker's Compensation policy of the local WIOA Grantee and/or Service Provider.
  5. Will pay a wage to the Trainee as determined by the local board policy not less than current minimum wage and not to exceed a starting wage paid by the Worksite for the position in which the Trainee is placed.
  6. Will provide guidance and counseling to Trainees experiencing unsatisfactory performance.
  7. Will forward a copy of all incident reports (Attachment F) to [eoofficer@oesc.ok.gov](mailto:eoofficer@oesc.ok.gov)

### SECTION 3. Time, Attendance, and Compensation:

Accurate time and attendance records will be kept by the Worksite supervisor on each Trainee. Trainees will be paid only for actual hours worked, and no pay will be given for hours not worked, including lunch breaks, holidays or other absences.

Under no circumstances should any Trainee work overtime. Time and attendance may be recorded on time sheets provided by the WIOA Grantee and/or Service Provider or by the Worksite's method such as a punch time clock, computer check-in, or badge scanning system (referred to as the worksite time report). If the worksite time report is utilized, a record must be given to the WIOA Grantee and/or Service Provider at the end of each pay period and must contain the following information:

- Worksite Name,
- Worksite Address and Telephone,
- Trainee Name,
- Time In, Time Out & Total Hours Worked per Pay Period,
- Record of lunch break/rest periods 30 minutes or longer (breaks of short duration must be counted as hours worked and do not need to be recorded), and
- Worksite Supervisor signature, Trainee signature, and Date.

Time and attendance records will be signed at the end of the pay period by the Trainee and the supervisor, whose signatures will certify accuracy.

Upon request of the WIOA Grantee and/or Service Provider the Worksite will release the Trainee for attendance at labor market orientations, career orientations, job readiness training, or other WIOA activities.

### SECTION 4. Amendments:

Section 9 of the WIOA Worksite Terms and Conditions is only required to be attached if a modification is made to the WIOA Worksite Terms and Conditions. Modifications may only be made to the WIOA Worksite Terms and Conditions in the event that either the Worksite Representative or the WIOA Grantee and/or Service Provider

Representative change. The appropriate section of the WIOA Worksite Terms and Conditions must be completed and new signatures acquired within 30 calendar days. Modifications do not require a new agreement number. The date of the modification must be noted in the appropriate field at the top of page 1 of the WIOA Worksite Terms and Conditions. The WIOA Worksite Terms and Conditions may only be modified two times and if additional changes need to be made after the second modification, the Worksite and WIOA Grantee and/or Service Provider must enter into a new WIOA Worksite Agreement.

### **SECTION 5. Monitoring:**

It is understood that the Worksite may be monitored by the WIOA Grantee and/or Service Provider, the Local Workforce Development Board, and any State or Federal Agencies administering funds under the Workforce Innovation and Opportunity Act.

### **SECTION 6. Termination of Agreement:**

This agreement may be terminated for violation of any clause or violation of the Workforce Innovation and Opportunity Act, or Local, State or Federal law. If the Worksite is negligent in the responsibilities agreed to in Section 2, Worksite Responsibilities, the Grantee or Service Provider may choose, based on local policy, to not only terminate the Agreement, but to no longer contract with the Worksite at a future date. The agreement may also be terminated upon two-week written notice from either party.

### **SECTION 7. Equal Opportunity and Nondiscrimination Statement:**

All Recipients, and Sub recipients/Sub grantees must comply with WIOA's Equal Opportunity and Nondiscrimination provisions which prohibit discrimination on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, or, for beneficiaries, applicants, and participants only, on the basis of citizenship status or participation in a WIOA Title-I financially assisted program or activity.

### **SECTION 8. Certification and Approval:**

The signatures below constitute understanding and agreement of the terms set forth in this document.

---

Worksite Representative

---

Date

---

WIOA Grantee and/or Service Provider Representative

---

Date

WIOA Worksite Agreement Number: \_\_\_\_\_

**SECTION 9. Modifications:**

Modification 1 Date: \_\_\_\_\_

Worksite		WIOA Grantee and/or Service	
Worksite:		Grantee and/or Service Provider	
Address:		Address:	
Representative:		Representative:	
Title:		Title:	
Telephone:		Telephone:	

Term of Agreement			
Start Date:		End Date:	

\_\_\_\_\_  
Worksite Representative\_\_\_\_\_  
Date\_\_\_\_\_  
WIOA Grantee and/or Service Provider Representative\_\_\_\_\_  
Date

Modification 2 Date: \_\_\_\_\_

Worksite		WIOA Grantee and/or Service	
Worksite:		Grantee and/or Service Provider	
Address:		Address:	
Representative:		Representative:	
Title:		Title:	
Telephone:		Telephone:	

Term of Agreement			
Start Date:		End Date:	

\_\_\_\_\_  
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.

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

Trainee Information			
Trainee Name:			Trainee Telephone:
Participant ID:		Program:	<input type="checkbox"/> Adult <input type="checkbox"/> DLW <input type="checkbox"/> Youth → <input type="checkbox"/> ISY <input type="checkbox"/> OSY
Emergency Contact:			Emergency Contact Telephone:

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

Job Title:		Hourly Wage:		Maximum Hours (optional):	
Work Schedule:					
Work Location:					
Estimated Start Date:		Estimated End Date:			

Duties and Responsibilities	
1.	5.
2.	6.
3.	7.
4.	8.

\_\_\_\_\_  
Trainee Signature\_\_\_\_\_  
Date      Worksite Supervisor Signature      Date\_\_\_\_\_  
WIOA Representative Signature      Date\_\_\_\_\_  
Alternate Supervisor Signature      Date

If a Trainee Work Plan is being modified for any reason other than changing Worksites, complete the modification section below. If the Trainee is changing Worksites, a NEW Trainee Work Plan must be completed and attached to the corresponding WIOA Worksite Terms and Conditions.

Modification 1	Modification 2
Date:	Date:
Modification:	Modification:
Reason:	Reason:

*I certify that the above modification information is correct, and the Trainee and Worksite Supervisor have participated in its development*

\_\_\_\_\_  
WIOA Representative Signature      Date\_\_\_\_\_  
WIOA Representative Signature      Date

WIOA Worksite Agreement Number: \_\_\_\_\_

**Part III: WIOA Trainee Time Sheet**

Trainee Information					
Trainee Name:		Participant ID:			
WIOA Program:		<input type="checkbox"/> Adult	<input type="checkbox"/> DLW	<input type="checkbox"/> In School Youth	<input type="checkbox"/> Out of School Youth
WIOA Funding Stream:		<input type="checkbox"/> Formula	<input type="checkbox"/> Other:	Wage Rate:	\$
Worksite:	Supervisor:		Telephone:		
WIOA Authorized Representative Title:		Telephone:			

Pay Period: \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_

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

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

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

Total Time Worked / Pay Period=

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

Trainee Signature \_\_\_\_\_ Date \_\_\_\_\_

Worksite Supervisor Signature \_\_\_\_\_ Date \_\_\_\_\_

WIOA Representative Signature \_\_\_\_\_ Date \_\_\_\_\_



## WIOA Work Experience Trainee Evaluation

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

  

Worksite Information				
Worksite:				
Worksite Address:			Worksite Telephone:	
			Days/Hours of Operation:	
Supervisor:			Telephone:	
Alternate Supervisor:			Telephone:	

Please rate the Trainee for each characteristic utilizing the following scale:

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

Item	Initial Rating				Mid-Term Rating				Final Rating			
1. Cooperative	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4
2. Follows Direction	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4
3. Responsible	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4
4. Takes Initiative	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4
5. Skills Progress	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4
6. Appearance	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4
7. Attendance	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4
8. Punctuality	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4
9. Integrity	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4
10. Productivity	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4
11. Work Quality	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4
12. Conduct/Attitude	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4
Average Rating: (Total Points ÷ 12)												
Comments:												
Date of Evaluation:												

Certification			
<i>I have discussed this performance evaluation with the Trainee, and certify that I have evaluated the skills objectively.</i>			
Supervisor Signature:			
<i>This performance evaluation has been discussed with me, and I certify that I have received training in the skills listed.</i>			
Trainee Signature:			

## 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:				Participant ID (PID):		
Start Date:		End Date:		Job Title:		

  

INCIDENT INFORMATION						
Location of Incident:			Date:		Time:	
Description of Incident:						
Injury Sustained:	<input type="checkbox"/> Yes <input type="checkbox"/> No		Type of Injury:			
Medical Treatment Received:	<input type="checkbox"/> Yes <input type="checkbox"/> No		Name of Physician:			
Physician Address:			City:		Zip:	

  

COMPLETE THIS SECTION ONLY IF THE INCIDENT WAS REPORTED TO THE POLICE						
Police Station Name/Number:						
Police Station Address:			City:		Zip:	
Officer Name:				Telephone:		

  

CERTIFICATION				
Worksite Supervisor:			Date:	
Trainee Signature:			Date:	

## Worksite Survey

(for determining Worksite Eligibility)

This survey should be used in the process of identifying potential worksites for WEX & Transitional Jobs activities. After a potentially suitable worksite has been identified, a Worksite Survey must be conducted prior to the execution of a Worksite Agreement in order to verify that the worksite is eligible to participate in a WEX or Transitional Jobs activity. The review must be completed before any WIOA Trainees are referred to the worksite.

The survey should be conducted by an independent evaluator. That is, it must be completed by a staff person other than the individual who was responsible for the initial outreach to the worksite. For example, if the worksite outreach was performed by an individual in the Staffing Unit, then the independent review may be completed by:

- A workforce professional in a different unit – e.g., Skills Development; or
- Any functional unit supervisor.
- The review will be completed using the Worksite Survey form shown on the following page. The survey will cover questions such as:
  - Does the worksite represent a safe, sanitary, and drug-free environment?
  - Have there been any wage and hour, or child labor law violations in the past twelve (12) months?
  - Does the worksite have a skilled worker available who is able to function in the role of a full- time Worksite Supervisor?
  - Is the worksite capable of providing sufficient work to occupy the trainee's work hours?
  - Will the duties of the participant involve religious or political activity?
  - Is the worksite involved in a current labor dispute?
  - Do any managers or supervisors at this worksite (that is, anyone engaged in an administrative capacity with the worksite) have a familial relationship with the WIA trainee who is being considered for this activity?

If any problematic answers are discovered as the result of this review, the evaluator will make a note of the particular problem(s) and attach a description of the circumstances to the completed survey.

Following the completion of the Worksite Survey, the original will be maintained by the COWIB Service Provider.

## Worksite Survey Review Form

For Potential Participant Referrals to WEX & Transitional Job Activities

Name of Business or Organization: \_\_\_\_\_

IRS Employer Identification Number: \_\_\_\_\_

Worksite Address: \_\_\_\_\_ City / Zip: \_\_\_\_\_

Worksite Representative: \_\_\_\_\_ Telephone: \_\_\_\_\_

Type of Business / Industry: \_\_\_\_\_

Number of Employees (this location): \_\_\_\_\_

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	1. Will the job activity be conducted at this location?
<input type="checkbox"/>	<input type="checkbox"/>	2. Will the worksite provide sufficient equipment and/or materials to enable the trainee to carry out his/her work assignments?
<input type="checkbox"/>	<input type="checkbox"/>	3. Can the worksite assure that any WIOA trainee will not displace currently employed workers?
<input type="checkbox"/>	<input type="checkbox"/>	4. Is this worksite currently involved in a labor dispute (strike, work slowdown, picketing, etc.)?
<input type="checkbox"/>	<input type="checkbox"/>	5. Are any workers currently on layoff at this location?
<input type="checkbox"/>	<input type="checkbox"/>	6. Will the presence of the WIOA Trainee result in the reduction of work hours for employed workers below their normal schedule?
<input type="checkbox"/>	<input type="checkbox"/>	7. Will the presence of the WIOA Trainee result in the denial of a promotional opportunity for any employee?
<input type="checkbox"/>	<input type="checkbox"/>	8. Does the worksite represent a safe, sanitary, and drug-free environment?
<input type="checkbox"/>	<input type="checkbox"/>	9. Have there been any wage and hour, or child labor law violations in the past twelve (12) months?
<input type="checkbox"/>	<input type="checkbox"/>	10. Does the worksite have a skilled worker available who is able to function in the role of a full-time Worksite Supervisor?
<input type="checkbox"/>	<input type="checkbox"/>	11. Is the Worksite Supervisor capable of maintaining an accurate record of time and attendance of the trainee?
<input type="checkbox"/>	<input type="checkbox"/>	12. Is the Worksite Supervisor capable of conducting an objective evaluation of the WIOA trainee's worksite performance?
<input type="checkbox"/>	<input type="checkbox"/>	13. Does the worksite agree to provide a job orientation to each WIOA trainee as related to work policies, job safety, and job expectations?
<input type="checkbox"/>	<input type="checkbox"/>	14. Will the duties of the participant involve any religious, sectarian, or political activity?
<input type="checkbox"/>	<input type="checkbox"/>	15. Do any managers or supervisors at this worksite (that is, anyone engaged in an administrative capacity with the worksite) have a familial relationship with any WIOA trainee who is being considered for this activity?

### Certification

Survey Conducted by (Signature): \_\_\_\_\_

Name / Title / Date: \_\_\_\_\_