



WORKFORCE INVESTMENT BOARD OF TULARE COUNTY TRANSITIONAL JOBS WORKSITE AGREEMENT

Participant Name: O*NET:

Job Title: State ID#:

Subrecipient: Grant Code:

This agreement provides worksite training opportunities for participants eligible to receive services under Title I of the Workforce Innovation and Opportunity Act (WIOA). Worksite training assignments must comply with all WIOA rules and regulations as set by the United States Department of Labor (DOL), the State of California, the Workforce Investment Board of Tulare County (WIB), and the requirements of the Subrecipient, as a representative of the WIB, and with all federal, state, and local labor laws. The Subrecipient will pay participant wages and provide Worker's Compensation Insurance for the participant(s) placed on a worksite training assignment under WIOA.

This agreement is entered into on by and between ,
executing this agreement on behalf of and as a Subrecipient of the WIB, and
hereinafter referred to as the Worksite.

The term of this agreement is from through . All contractual agreements are contingent upon WIOA Title I funding allocations received by the WIB. The agreement may be adjusted as necessary to meet funding requirements.

The participant shall be paid for actual training hours at the rate of 100% of the hourly starting wage of not to exceed the total amount of in training wages, and total training hours.

Worksite training assignments shall comply with all conditions, assurances and provisions of this agreement, and the occupational skills training as defined in the "Worksite Plan".

WORKSITE	
<input type="text"/> Business/Worksite Name	<input type="text"/> Authorized Representative
<input type="text"/> Street Address	<input type="text"/> Title of Authorized Representative
<input type="text"/> City, State, Zip	<input type="text"/> Signature of Authorized Representative
<input type="text"/> Phone Number	<input type="text"/> Date
PARTICIPANT	
<input type="text"/> Participant Name	<input type="text"/> Participant Signature
<input type="text"/> Job Title	<input type="text"/> Date
SUBRECIPIENT	
<input type="text"/> Agency	<input type="text"/> Signature of Authorized Representative
<input type="text"/> Authorized Representative	<input type="text"/> Date

**WORKFORCE INVESTMENT BOARD OF TULARE COUNTY
CONDITIONS, ASSURANCES AND PROVISIONS**

1. Participants will be paid only for actual hours on the worksite. Holiday and overtime work by participants is **prohibited**.
2. The Worksite Agreement will be updated or replaced as appropriate and necessary.

The Employer agrees to:

1. Provide training to the trainee in adherence with the Worksite Training Agreement.
2. Provide reasonable and proper supervision and instruction regarding the trainee's duties and other training activities. The Employer also agrees to provide a substitute supervisor when the regular supervisor is absent.
3. Allow the Subrecipient representatives to monitor all conditions and activities involved in performing this Agreement. The Employer must ensure the following:
 - a) No currently employed worker will be displaced by a participant. This includes partial displacement, such as a reduction in hours of non-overtime work, wages, or employment benefits.
 - b) No training assignment will infringe upon the promotional opportunities of currently employed individuals.
 - c) No participant shall be placed in positions substantially equivalent to positions for which employees have been laid off.
 - d) The participant will not engage in political or sectarian activities.
 - e) The participant will not carry out the construction, operation, or maintenance of any part of any facility used for sectarian instruction or as a place for religious worship, with the exception of maintenance of facilities that are not primarily used for instruction or worship and are operated by organizations providing services to WIOA participants. (20 CFR 683.255) Appropriate standards of health and safety and a drug free workplace will be maintained.
 - f) Adequate insurance will be in effect at all times.
4. Not provide a training assignment under this program for a member of the employer's immediate family or an individual previously employed by the employer.
5. Will not subcontract the services of the trainee provided under this agreement.
6. Certify that proper personal and property liability insurance and, appropriate bonding if required are maintained throughout the training. The Employer must provide proof of this coverage before the trainee begins training.
7. Obtain the concurrence of the appropriate bargaining entity when a collective bargaining agreement exists to ensure compliance of the prescribed training with the terms of said agreement.
8. Will communicate with the Subrecipient prior to taking any disciplinary action.
9. Provide job orientation to all participants related to work policies, job safety, and job expectations. The work policies and job expectations for trainees must be the same as for non-trainees at the worksite.
10. Provide sufficient work to occupy the participant's work hours and shall provide sufficient equipment and/or material to enable the participant to carry out the work assignments.
11. Immediately report all job injuries to the Subrecipient in order that medical claims can be processed for worker compensation.
12. In the event that an employer is negligent in the responsibilities agreed to in this document, the employer:
 - a) May not be used at a future date, and
 - b) Is financially responsible for costs deemed illegal by auditors or monitors.

The Subrecipient will:

1. Be the employer of record and will provide counseling, guidance, and corrective action to the participant during the training period.
2. Make referrals to the employer for eligible participants in the program.
3. Provide Worker's Compensation insurance and pay applicable FICA contribution.
4. Conduct an orientation for each Employer on the program requirements before referring trainees or starting the actual work.
5. Comply with all State and Federal laws regarding payment of minimum wage, hours of work, and compliance with State and Federal laws, which prohibit discrimination based on sex, race, religion, and other discriminatory motivated reasons.
6. Inform the trainee of the grievance procedures, nepotism rules, health and safety standards, and equal pay and non-discrimination assurances.
7. Ensure the minimum starting rate for a participant under this contract shall be the employers normal or comparable entry wage for the occupation for which he or she is being trained, but no less than minimum wage.
8. The Subrecipient is financially responsible for any prohibited costs deemed by auditors and/or monitors.
9. All parties agree that any modifications to the terms of this Agreement must be in writing and signed by all parties hereto.
10. There are no oral understandings or agreements incorporated herein.