

Community Works Training Contract

I. Purpose

This Community Program Contract between _____

herein called the Agency, and _____
_____, herein
called the Training Site, and the SWP parent(s), named below, is
entered into for the purpose of providing Career Development
Program training in accordance with the Career Development
Program regulations, and the terms and conditions of this
Contract.

II. RESPONSIBILITIES

1. **THE TRAINEE** shall put forth his/her best efforts to acquire all necessary skills and to fulfill all work requirements.
2. **THE AGENCY**
 - a. Shall oversee and manage the provisions of training under this Contract, and shall receive Time and Attendance records and Trainee evaluations from the Training Site and shall ensure compensation to the Trainee in accordance with the Fair Labor Standards Act, as amended, or applicable State or local minimum wage laws.
 - b. Shall be responsible for applicable Washington State Labor and Industries deductions.
 - c. Shall provide counseling and Supportive Services to the Trainee to the extent necessary to allow the Trainee to participate in the Career Development Program training.
 - d. Shall provide an orientation to Training Site staff responsible for the supervision of the Trainees regarding Child labor laws, Career Development Program Rules and Regulations, Time and Attendance Records, and other matters pertinent to the provision of a safe and meaningful work experience.
3. **THE TRAINING SITE** is a public, nonprofit, tribal, or government entity and shall provide adequate supervision to the Trainee and shall designate a supervisor and alternate supervisors, (list below)

Supervisor: _____
Mentor: _____
 - a. Training activities that result in "good work habits" and where practical, specific occupational skills for employability enhancement.
 - b. Shall provide a sufficient workload, in relation to the attached job description, for the Trainee and will have

sufficient, and appropriate equipment and/or materials to support the training.

- c. Shall maintain and submit Time and Attendance Records and Progress Evaluations on forms provided by the Agency as indicated below.

Time & Attendance: _____

Progress Evaluations: _____

- d. Shall allow the Trainee release time to attend scheduled meetings, class time, workshops, and counseling as request by the Agency.

III. SPECIFIC PROVISIONS

Job Description (attach a job description): _____

1. Anticipated duration of Unpaid SWP:
From: _____
Through: _____
2. Number of hours per week: _____ Shall not exceed 40 hours.
Basic daily schedule (unless otherwise arranged by the Agency) shall be: _____

3. **Hours:** The Trainee will:
 - 1) Receive credit only for hours worked as documented on time and attendance records;
 - 2) Holiday credit will only be at the regular work hours for that day and only on Recognized State Holidays.

The Trainee must be determined eligible and serviceable for services by the Agency prior to beginning the Career Development Program. Eligibility shall be determined in accordance with the Career Development Program regulations, Washington state Provisions and the South Central Workforce policies.

IV. GENERAL PROVISIONS

1. **MAINTENANCE OF EFFORT, LAYOFFS AND RELOCATION:** No currently employed worker shall be displaced the Trainee (including partial displacement such as a reduction in the hours of non-overtime work wages or employment benefits), nor shall the Trainee be placed in a job when any other individual is on layoff from the same or any substantially equivalent job or when the Training Site has terminated the employment of any regular employee or otherwise reduced its workforce with the

intention of filling the vacancy with the Trainee. The placement of the Trainee under this Contract may not infringe upon the promotional opportunities of currently employed individuals. No trainee shall be placed in a job if the employer has relocated in the last year and the relocation caused the layoff or termination of any individuals in substantially equivalent jobs.

- 2. **POLITICAL ACTIVITIES:** Involvement of Trainee in political or sectarian activities as part of her/her work experience program is prohibited.
- 3. **UNION:** Trainees shall not be placed into a job that is in conflict with a collective bargaining agreement, unless the appropriate bargaining representative has been advised of the proposed activities, and written concurrence has been granted.
- 4. **DISMISSAL POLICY:** Except for serious violations of Training Site policies, the Training site will not dismiss the Trainee without contacting the agency and allowing for counseling and corrective action to occur. In the event of dismissal for serious violations, the Training Site must notify the Agency on the first working day after dismissal.
- 5. **EO/AFFIRMATIVE ACTION:** The assurances at 29 CFR 37.20 (a) apply to this agreement. No person shall be denied employment, excluded from benefits, or suffer discrimination under this Contract because of race, color, religion, sex, national origin, age, handicap, political affiliation or belief, or solely because of his/her status as a trainee under this Contract.

- 6. **DELEGATIONS/SUBCONTRACTING:** The Subcontractor shall not subcontract or assign training duties under this Contract.
- 7. **DISPUTES:** All disputes shall be resolved informally between the Trainee, the Training Site and the Agency. If resolution does not occur to the satisfaction of any party, the first step is to use existing grievance procedures, if any, established by the Training Site to resolve disputes with Trainees. If the Training Site has no internal grievance procedures or if the dispute remains unresolved, the parties agree to participate in, and be bound by determinations resulting through the administrative process of the South Central Workforce, in lieu of litigation.
- 8. **TERMINATION FOR CONVENIENCE:** Either the Training Site or the Agency may terminate this Contract with written notice to the other party.
- 9. **CONTINGENCY OF FUNDING:** This Contract may remain in force provided funding is available. The loss or disruption of funding shall be cause for termination of this Contract.
- 10. **MONITORING AND AUDIT:** The Training Site agrees that the Agency and/or authorized local, State or Federal representative have the right to monitor, audit, and review the progress of training and any documents and records pertaining to training for compliance with the terms of the Contract.
- 11. **HOLD HARMLESS:** Each party shall take the responsibility for the actions of its own employees or agents when negligence occurs in the performance of this Contract.

V. SIGNATURES

The parties agree to all the terms in this WC Contract by affixing their signatures below.

Trainee Name: _____
 Social Security Number: _____
 Trainee Signature _____
 Signature Date: _____
 Mentor Signature: _____
 Agency: _____
 Address: _____
 City/State/Zip: _____
 Telephone: _____

Training Site: _____
 Address: _____
 City/State/Zip: _____
 Telephone: _____

 Authorized Agency Signature

 Signature Date

Name/Title of Person(s) Authorized to Sign Time and Attendance Records.

 Name/Title:

 Name/Title:

 Employment Specialist Signature Date