SOUTH CENTRAL WORKFORCE

TRANSITIONAL JOBS AGREEMENT

□ Non-Profit □ For-Profit □ Public CONTRACT NO._____

I. PURPOSE

This Transitional Jobs Agreement between _____herein called the agency, and _____, herein called the Training Site, and the WIOA participant(s), listed on page four of this agreement, is entered into for the purpose of providing Transitional Jobs training in accordance with the Workforce Innovation and Opportunity Act (WIOA) and subsequent Amendments, and the terms and conditions of this Agreement.

II. RESPONSIBILITIES

1. THE TRAINEE

a. 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 Agreement and shall receive Time and Attendance records and Trainee evaluations from the Training Site and shall provide wages 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 FICA, Washington State Labor and Industries deductions**.**

c. Must provide at least one Career Service and one Supportive Service to the Trainee to the extent necessary to allow the Trainee to participate in the training.

d. Shall provide an orientation to Training Site staff responsible for the supervision of the Trainee regarding Child Labor Laws, WIOA 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

a. Shall provide adequate supervision to the Trainee and shall designate a supervisor and alternate supervisors, (listed below)

SUPERVISOR: _____

ALTERNATE(S): _____

_____

b. Shall provide safe and meaningful training activities that result in "good work habits" and where practical, specific occupational skills for employability enhancement.

c. 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.

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

TIME AND ATTENDANCE RECORDS:

_____

PROGRESS EVALUATIONS:

_____

e. Shall allow the Trainee release time to attend scheduled meeting, class time, workshops, and counseling as requested by the Agency.

III. SPECIFIC PROVISIONS

1. Transitional Jobs Job Title and DOT/O*NET Code (see attached job description):
_____ **, DOT/O*NET Code:** _____

2. Anticipated duration of Transitional Jobs: From:_____ through:_____ not to exceed ___total hours.

3. Number of hours per week:_____. **Shall not exceed 20 hours**
Basic daily schedule (unless otherwise arranged by the Agency) shall be:

_____

4. Wages: Trainee will receive $_____ per hour, to be paid by the Agency. The Trainee shall receive at the minimum the current applicable minimum wage rate. The Trainee will:
1) be paid only for hours worked as documented on Time and Attendance Records;
2) not be paid for illness, vacations, lunch breaks, or holidays.

5. The Trainee must be determined eligible and serviceable for WIOA services by the Agency prior to beginning the Internship. Eligibility shall be determined in accordance with the Workforce Innovation and Opportunity Act (WIOA)**,** Washington State Provisions and the South Central Workforce (SCW) procedures.

IV. GENERAL PROVISIONS

1. **MAINTENANCE OF EFFORT, LAYOFFS AND RELOCATION: No currently employed** worker shall be displaced by 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 the Training Site has terminated the employment of any regular employee or otherwise reduced its work force with the intention of filing the vacancy with the Trainee. The placement of the Trainee under this Agreement 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 the Trainee in political or sectarian activities as part of his/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. **EEO/AFFIRMATIVE ACTION:** The assurances at WIOA Section 188 and WIA Section 29 CFR 37 apply to this agreement No person shall be denied employment, excluded from benefits, or suffer discrimination under this Agreement because of race, color, religion, sex, national origin, age, disability, political affiliation or belief, or solely because if his/her status as a trainee under this Agreement.

6. **DELEGATION/SUBCONTRACTING:** The subcontractor shall not sub-contract or assign training duties under the Agreement.

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 administration process of the South Central Workforce in lieu of litigation.

8. **TERMINATION FOR CONVENIENCE:** Either the Training Site or the Agency may terminate this Agreement with written notice to the other party.

9. **CONTINGENCY OF FUNDING:** This agreement may remain in force provided funding is available. The loss or disruption of funding shall be cause for termination of the Agreement.

10. **MONITORING AND AUDIT:** The Training Site agrees that the Agency, the South Central Workforce and/or authorized local, State or Federal representatives 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 this Agreement.

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 Agreement.

V. SIGNATURES

The parties agree to all the terms in this Agreement by affixing their signatures below.
The trainee signature is an acknowledgment of his/her responsibilities and the terms and conditions of this agreement and does not imply a contractual agreement on the part of the Agency or the Training Site.

TRAINEE: _____ **SSA#:** _____

SIGNATURE: _____ **DATE:** _____

TRAINEE: _____ **SSA#:** _____

SIGNATURE: _____ **DATE:** _____

TRAINEE: _____ **SSA#:** _____

SIGNATURE: _____ **DATE:** _____

AGENCY: _____

ADDRESS: _____

CITY/ZIP: _____ **PHONE:** _____

AGENCY SIGNATURE: _____ **DATE:** _____

TRAINING SITE NAME: _____

ADDRESS: _____

CITY/ZIP: _____ **PHONE:** _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

Name and Title of other person(s) authorized to sign time and attendance records and evaluations:

NAME: _____ **TITLE:** _____

NAME: _____ **TITLE:** _____

NAME: _____ **TITLE:** _____