

**SOUTH CENTRAL WORKFORCE COUNCIL
OCCUPATIONAL INTERNSHIP TRAINING AGREEMENT**

I. PURPOSE

This Occupational Internship Training (OIT) Agreement between _____, herein called the Agency, and _____ the WIA participant, is entered into for the purpose of providing Occupational Internship Training (OIT) in accordance with the Workforce Investment Act (WIA) and subsequent Amendments, and the terms and conditions of this Agreement. For information and assurances, a copy of this agreement is to be provided to each training site prior to the participant beginning the OIT.

II. RESPONSIBILITIES

1. THE TRAINEE

- a. shall put forth his/her best efforts to participate fully and gain knowledge and information for future assistance in occupational training selection and/or employment.

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. shall provide Counseling and Supportive Services to the Trainee to the extent necessary to allow the Trainee to participate in the OIT;
- d. shall provide an orientation to Training Site staff responsible for the supervision of the Trainees regarding Child labor laws, WIA Rules and Regulations, Time and Attendance Records, and other matters pertinent to the provision of a safe and meaningful training experience.
- e. shall insure adequate supervision to the Trainee and shall designate a supervisor and alternate supervisor(s) (listed below).

- #1. Supervisor: _____ Alternate: _____
- #2. Supervisor: _____ Alternate: _____
- #3. Supervisor: _____ Alternate: _____
- #4. Supervisor: _____ Alternate: _____

- f. shall insure the training site provides a safe and meaningful OIT environment that will result in exposing the Trainee to the requirements of the job.
- g. shall maintain and submit Time and Attendance Records, as verified by the training site supervisor on forms provided by the Agency as indicated below:

Time & Attendance: _____

III. SPECIFIC PROVISIONS

1. OIT Job Title (attach a job summary) for each of the scheduled Internship Trainings:

#1	_____	DOT/O*NET Code: _____
#2	_____	DOT/O*NET Code: _____
#3	_____	DOT/O*NET Code: _____
#4	_____	DOT/O*NET Code: _____

2. Anticipated duration of OIT: **No single OIT Shall exceed 16 hours.**

#1	Start: _____	End Date _____	Total Hours _____
#2	Start: _____	End Date _____	Total Hours _____
#3	Start: _____	End Date _____	Total Hours _____
#4	Start: _____	End Date _____	Total Hours _____

***Total Time and Hours of OIT: Start:_____ End:_____ Total Hours:_____**

***(Summary of all 4 OIT's together): can not exceed 64 total hours**

3. Wages: Trainee will receive minimum wage, to be paid by the Agency. The Trainee will:

- a. be paid only for hours worked as documented on Time and Attendance Records;
- b. not be paid for illness, vacations, lunch breaks, or holidays.

4. The Trainee must be determined eligible and serviceable for WIA services by the Agency prior to beginning the OIT. Eligibility shall be determined in accordance with the Workforce Investment Act as amended by the Washington State Policies and the South Central Workforce Council 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 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 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 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:** 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, marital status, sexual orientation, or solely because of his/her status as a Trainee under this Agreement.
6. **DELEGATION/SUBCONTRACTING:** The Subcontractor shall not subcontract or assign training duties under this 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 administrative process of the South Central Workforce Council, 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 this Agreement.
10. **MONITORING AND AUDIT:** The Training Site agrees that the Agency and/or the South Central Workforce Council, 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 OIT Agreement by affixing their signatures below.

Agency:

Address:

City/Zip/Phone No:

Authorized Agency Signature/Date: _____

#1 Training Site Name:

Address:

City/Zip/Phone No.:

Authorized Official Signature/Date: _____

#2 Training Site Name:

Address:

City/Zip/Phone No.:

Authorized Official Signature/Date: _____

#3 Training Site Name:

Address:

City/Zip/Phone No.:

Authorized Official Signature/Date: _____

#4 Training Site Name:

Address:

City/Zip/Phone No.:

Authorized Official Signature/Date: _____

Name/Title of person(s) authorized to sign Time and Attendance records and evaluations:

#1. Name: _____ Title : _____

#2. Name: _____ Title : _____

#3. Name: _____ Title : _____

#4. Name: _____ Title : _____

The trainee signature is an acknowledgment of her/his 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 Name:

Social Security Number:

Trainee Signature/Date: _____

Site Supervisor: Please indicate whether or not there is a Minor Work Permit posted at the job site:

Yes No