

<b>WORKFORCE INVESTMENT BOARD OF TULARE COUNTY</b>  <b>WORKFORCE INNOVATION AND OPPORTUNITY ACT TITLE I ACTIVITIES</b>	<b>DATE:</b> <b>September 9, 2020</b>
	<b>SUBJECT:</b> <b>Local Policy: Youth Work Experience Directive</b>

**WIB DIRECTIVE**

**TUL 20-06**

APPROVED BY  
WORKFORCE INVESTMENT BOARD  
MINUTES OF 09-09-2020

**TO:** WIB STAFF AND WIB SUBRECIPIENTS

**SUBJECT:** LOCAL POLICY: YOUTH WORK EXPERIENCE DIRECTIVE

**PURPOSE**

The purpose of this directive is to provide policy and procedures for youth work experience activities funded by Workforce Innovation and Opportunity Act (WIOA) Title I.

**SCOPE:**

This directive applies to all WIB-funded WIOA youth programs. Should a particular funding stream have requirements differing from this directive, those requirements will be issued in a separate directive, policy bulletin, technical assistance memo, or within the contract statement of work.

**EFFECTIVE DATE:**

This directive is effective upon date of issue.

**REFERENCES**

- Workforce Innovation and Opportunity Act (WIOA) (Public Law 113-128) Section 3 (24) (a-n), Section 134(d)(5)
- Title 20 CFR Part 681: “Youth Activities under Title I of the WIOA” 681.590,681.600, 681.610, 681.630
- Workforce Investment Board of Tulare County Directive TUL 17-02 WIOA Title I Adult, Dislocated Worker and Youth Supportive Services Policy
- DOL Training and Employment Guidance Letter (TEGL) 23-14, WIOA Youth Program Transition
- Workforce Services Directive WSD 17-07, Subject: WIOA Youth Program Requirements (January 16, 2018)

*Auxiliary aids and services are available upon request to individuals with disabilities.*

## **WIB IMPOSED REQUIREMENTS**

This directive contains all WIB-imposed requirements.

## **FILING INSTRUCTIONS**

This directive supersedes TUL 14-02 dated April 10, 2014. Retain this directive until further notice.

## **BACKGROUND**

The Workforce Innovation and Opportunity Act permits the use of work experience as a training activity for eligible youth participants. This policy establishes the criteria and the process by which work experience will be applied within WIOA regulations and local policy.

A work experience is a planned, structured learning experience that takes place in a guided learning environment in the workplace for a limited period of time. The work experience can be paid or unpaid and must include an academic and occupational education component. The WIOA places a priority on providing youth with occupational learning priorities and requires local areas to expend at least 20 percent of WIOA youth formula allocation on work experience, which may include wages and staffing cost for the development and management of work experience.

A work experience may be arranged with private for profit, non-profit, or public sectors. The work experience or internship may be paid or unpaid, as appropriate and consistent with other laws, such as the Fair Labor Standard Act.

The required academic and occupational education must include:

- Workforce preparation activities, basis academic skills, and hands-on occupational skills training
- May occur concurrently or sequentially with the work experience;
- Must be taught within the same time frame and connected to training a specific occupation, occupational cluster, or career pathway.

## **POLICY AND PROCEDURES**

### **Participant Eligibility Criteria**

The Workforce Investment Board of Tulare County (WIB) has set the following criteria for an individual to qualify for a work experience:

- Must meet WIOA youth program eligibility; and
- Have completed WIB-approved work readiness training

Work Readiness Training Modules include but are not limited to the following:

#### **The Hiring Process – Module I**

- Job Application
- Resume & Cover Letter
- Interview and Follow-up

### **Success in the Workplace – Module II**

- Appearance and Personal Habits
- Time Management (Punctuality, Attendance, Reliability)
- Communication and Teamwork (Attitude, Behavior, Courtesy, Teamwork)
- Personal Responsibility (Initiative and Personal Responsibility)

### **Life Skills – Module III**

- Money Management and Self-Sufficiency (Budget and Finances)
- Career Exploration and Education Planning (Career Exploration and Higher Education)

### **A Safety– Module IV**

- Workplace Ethics – orientation and participant handbook
- Safety Practices and Labor Laws – orientation and participant handbook
- Non-Discrimination and Sexual Harassment – orientation and participant handbook
- Agency Information and Policies (i.e. timesheets, etc.) – orientation and participant handbook

### **Determination of Need for Work Experience**

Through an interview with youth participants, subrecipient staff must determine the youth's need for work experience services. Staff and participant must jointly develop an objective assessment and complete a skills gap analysis; and staff must provide career planning through local labor market information. Staff and participant must jointly develop an Individual Service Strategy (ISS) to identify education levels necessary to attain employment goals, career objectives, and an appropriate combination of services to achieve employment goals. The case notes must clearly contain the determination of need for training services.

Youth who do not have a high school diploma or its equivalent must be referred to an adult school to be assessed for completion of a diploma or equivalent prior to enrolling in a work experience. It is common knowledge when individual possess a high school diploma or its equivalent it increases the opportunity to apply for jobs with career growth, obtain company benefits and earn higher wages. Subrecipient staff shall assess youth for supportive services to provide the resources necessary to obtain a high school diploma. Youth may be concurrently enrolled in a work experience and high school diploma or equivalent classes online or in-person.

Youth who do not possess a diploma may choose not to enroll in a high school or equivalency class. Staff shall document in the case notes the youth declined and was provided information to enroll in classes. Additionally, staff will assess the youth for his/her career interests and goals and provide a work experience placement with a business to gain hand-on experience and skills.

For youth enrolled in an education or training component, subrecipient staff shall capture Measurable Skills Gains (MSG) while in training, and the credential upon attainment of a high school diploma or equivalent. Participant progress, MSG, and credential shall be noted in the participant case notes and a copy of the diploma uploaded to the file.

### **Second Training Requests**

Individuals who previously received WIOA training services under current or previous applications such as a work experience, or Individual Training Account (ITA) must be approved by WIB Program Manager for a second training prior to development of the work experience.

## **Employer Eligibility Criteria (§683.270)**

A work experience may take place in a public, non-profit or private for profit sector workplace. Labor standards apply in any work experience placement where an employer/employee relationship exists, as defined by the Fair Labor Standards Act.

A business will NOT be eligible to participate as a work experience placement site when:

- a. A participant in a work experience activity displaces any currently employed individual(s) including a partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits.
- b. A participant must not impair an existing contract for services or collective bargaining agreement.
- c. A participant in this program may not be employed in or assigned to a job if:
  1. Any other individual is laid off from the same or any substantially equivalent job;
  2. The employer has terminated the employment of any regular, unsubsidized employee or otherwise caused an involuntary reduction in its workforce with the intention of filling the vacancy so created with a work experience participant; or
  3. The job is created in a promotional line that infringes in any way on the promotional opportunities of currently employed workers; or
- d. The employer is a temporary employment agency, employee leasing firm or staffing agency.

**The Subrecipient must complete the Pre-Award Survey WIB Form 20-03 with the employer to determine if the employer meets the employer eligibility criteria. (See Attachment A)**

## **Worksite Orientation**

Prior to the participant's first day on the work experience site, Subrecipients are required to conduct an orientation with the participant and work site supervisor. Both the participant and supervisor receive a copy of the Supervisor Handbook that includes the following information;

- Work experience hours, expectation and goals
- Child labor laws
- Occupational Health and Safety Guidelines
- Employer of record, payroll
- Time sheet, attendance, punctuality
- Disciplinary procedures
- Rights and responsibilities

A copy of the signed Supervisor Handbook Receipt will be maintained in the participant's file.

## **Work Experience Worksite Agreement Requirements**

A work experience activity is intended to assist eligible individuals to establish a work history, demonstrate work success, and to develop the skills that lead to entry into unsubsidized employment and fosters job retention. Work experience provides an opportunity to enter into the workforce to acquire, through close supervision, an appreciation of workplace norms that may include self-discipline, interpersonal skills, attendance and accountability, understanding compensation, and learning to appreciate and meet employers' reasonable expectations. This applies particularly to individuals with

no employment, chronically unemployed or have an inconsistent work history. If a participant was previously employed by the worksite employer, the participant may only return to the worksite for training in a different job classification and receive training in an increasingly more complex position.

### **Work Permits**

Subrecipient must ensure youth participants planning to enroll in a work experience have the appropriate permits to employ and work. California Law requires that all minors less than 18 years of age, employed in the State of California must have a permit to work. Schools and/or school district offices issue Permits to Employ and Work. Permits are always required for minors, even when school is not in session. Work permits must be maintained at the worksite and in the participant file.

If a student has a high school diploma and or equivalent before their 18<sup>th</sup> birthday, a work permit is not required. Verification of diploma is required prior to the start of the work experience.

### **Workplace Safety and Child Labor Laws**

All employers, worksites, or agencies providing employment, work experience or training for youth must comply with applicable child labor laws. Youth under the age of 18 may not be employed or trained in any occupation using gasoline or electric power tools, large shop tools or equipment such as drill presses, table saws, welding torches or power equipment (including motor vehicles) while enrolled in any WIB sponsored activity.

Youth between the ages of 18 to 21, if employed in an occupation using potentially hazardous tools, equipment or materials, must be provided with instruction of the proper use of appropriate safety equipment. This would include, but is not limited to, hard hats, safety glasses, steel-toed shoes and protective clothing or gloves.

### **Work Experience Duration**

A work experience will be of limited duration and must be at least 160 hours and may not exceed 320. WIB approval will be required if hours are less than 160 and greater than 320. hours. The hours assigned must be based on the complexity of the occupation and skill sets the participant is expected to learn for the duration of the work experience. The minimum pay rate is the California minimum wage and the maximum pay rate may not exceed \$2 above minimum wage. Any deviation from the hours and pay rate described in this policy must be approved by WIB staff prior to establishing a work experience agreement with the employer.

The following factors should be considered when determining the duration of the work experience.

- Participant skill level and knowledge
- Type of work to be performed
- Required skillset for the work experience
- Training objectives

### **Participant Compensation**

During the term of the agreement, the participant will be compensated only for actual work hours performed at the worksite. Compensation shall be paid directly to the participant by the Subrecipient upon receipt of an accurately completed, signed time-sheet confirmed by the participant and worksite supervisor. Overtime and holiday work by the participant is prohibited under the worksite agreement. However, if the worksite employer does not adhere to the worksite agreement prohibition, and instructs a participant(s) to work overtime or on a holiday, it is the Subrecipient's responsibility to compensate the participant(s). The participant's pay rate must be the same as other employees directly hired by the company in the same position.

## **Work Experience Work Site Agreement- Attached B**

The Work Experience Work Site Agreement must be developed using WIB Form 20-04, attachment B and it shall specify the following information:

- Participant Name and CalJOBS application number
- Job Title
- Subrecipient and grant code
- Training dates
- Total training hours, hourly rate, and training wages
- Business information (physical address)
- Supervisor name and title

The Work Site Agreement details the specific guidelines that must be followed by the employer, participant and Subrecipient. The Work Site Agreement must be signed by the employer, participant and Subrecipient's authorized representative. The agreement must be reviewed and approved by the supervisor of the staff establishing the worksite agreement.

## **Youth Task-Oriented Training Plan (TOTP) – Attachment C**

A Youth Task-Oriented Training Plan WIB Form 20-06 must be developed by the employer and Subrecipient staff using the employer's job description or O\*NET definition. The TOTP will serve as a guide for the participant to gain knowledge and experience for the position.

The participant's progress must be rated based on the rating scale (1-4 listed below) at the follow-up site visits. The employer and subrecipient must sign the completed Worksite Plan and distribute copies to the employer, participant, and upload a copy in the participant's file.

### **Rating Scale**

1. Participant is not making satisfactory progress.
2. Participant is making progress, but less than satisfactory level.
3. Participant is making progress at satisfactory level.
4. Participant has achieved proficiency in this skill.

## **Advanced Individual Fund Tracking (AIFT)**

The subrecipient will create a voucher in the participant file to allocate funds for work experience agreements for each participant.

## **Amendments – Attachment D**

Any amendments to the executed Work Experience Agreement must be made on the Amendment to Work Experience Worksite Agreement Form, Attachment D. Amending a Work Experience Worksite Agreement must be case noted, and include the reason for changes to the original Worksite Agreement.

Instances that require WIB approval include:

- An increase of participant's work experience hours that exceed 320.
- An increase to the hours and to amount to be expended.

Requests to increase amounts to be expended or to exceed 320 hours, an email request shall be sent to the WIB Youth Program Coordinator.

Does not require WIB approval:

- Extending the worksite agreement end date to allow the participant to complete training and when there is no change to the amount to be expended.

### **Employer of Record**

Work experience establishes an employer-employee relationship that must follow applicable laws and regulations. The subrecipient shall comply with wage hour laws, minimum wage laws, unemployment insurance, workers' compensation, employee benefit provisions of the Patient Protection and Affordable Care Act (ACA), and all labor law requirements including the provisions of AB 1522 Sick Leave Act of 2014, as applicable to participants in subsidized employment.

Work Experience are time-limited and wage-paid work experiences that are subsidized up to 100 percent. The Subrecipient will serve as the employer of record and maintain a time and attendance and wage payment system. In addition, the subrecipient will monitor participant and worksite progress.

The work experience Worksite Agreement and associated documents, TOTP, pre-award survey, time and attendance records, wage and benefit payment information, and all progress reports for a given participant are to be maintained in the participant file. Subrecipient will provide any and all Federal, State, County, and WIB monitors and auditors with access to such records given reasonable notice.

### **Participant Follow-Up**

Subrecipient must contact the participant the first day of work to verify actual start date of training. Contact must be conducted with participants at a minimum bi-weekly or more often depending upon the worksite evaluation. Follow-up will determine if additional services are needed; such as counseling, support services, as well as addressing work-related challenges that may arise. These follow-ups results must be documented in participant's file.

### **Supportive Services**

The Subrecipient shall provide participants access to resources necessary to enable their participation in career and training services. Services may include, but are not limited to, transportation assistance, educational testing, interview attire, appropriate work attire and work-related tools. Refer to WIB Directive TUL 17-02 WIOA Title I Adult, Dislocated Worker and Youth Supportive Service Directive for further guidance.

### **Participant's File**

The participant's file must be maintained throughout the work experience and all contacts with the participant and/or employer must be documented in the case notes. Participant's IEP must be updated to reflect work experience training services.

Activity Code 425 (Work Experience) projected begin and end dates must be updated to reflect the actual beginning and end date of the work experience agreement, including any changes to start and end dates through the Work Experience Worksite Amendment.

The work experience Worksite Agreement, Work Experience Worksite Plan, and Pre-Award Survey must be scanned into the participant's file, no later than 10 business days from the start of the work experience. The Worksite Plan and employee payroll records/timecards must also be uploaded each month until the end of the work experience activity, including the final Worksite Plan.

### **Worksite Monitoring**

The work experience worksite shall be monitored periodically by the Subrecipient issuing the agreement to assure safety, labor laws, adequate supervision, and adherence of the training plan.

### **Action/Implementation**

This policy is to be used by WIB Subrecipient when implementing paid work experience opportunities for eligible WIOA Youth participants.

### **INQUIRIES**

Questions regarding this directive may be made to the WIB, at (559) 713-5200.



Adam Peck  
Executive Director

AP:DM:mr:dl

### **Attachments:**

- A. [Pre-Award Survey.docx](#)
- B. [Work Experience Work Site Agreement .docx](#)
- C. [Youth Task-Oriented Training Plan.doc](#)
- D. [Amendment to Work Experience Worksite Agreement .docx](#)





## WORKFORCE INVESTMENT BOARD OF TULARE COUNTY PRE-AWARD SURVEY

Business Name:  FEIN:

Address:  City:  State:

Date of Interview:  Service Provider:

Business Official Providing Information:

1. Have there been any safety, wage, hour, or child labor violations during the past 12 months? If yes, explain: Yes  No
2. Does accounting system document cash received, state and federal tax withholding and FICA deductions? Yes  No
3. Are health and safety standards being met as established by law? Yes  No
4. Does the employer comply with applicable business licensing, taxation, and insurance requirements? Yes  No
5. Has union concurrence been obtained? N/A  Yes  No
6. Are wages comparable to similar positions? Yes  No
7. Have any employees been laid-off in the past 6 months? (If yes, list #\_\_\_\_\_) Yes  No

The employer stipulates and agrees by signing below the business has operated at its current location for at least 120 days. If less than 120 days the business employees were not laid off at the previous location as a result of the relocation.

\_\_\_\_\_  
Employer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Service Provider Signature

\_\_\_\_\_  
Date

## WORKFORCE INVESTMENT BOARD OF TULARE COUNTY

### WORK EXPERIENCE WORKSITE AGREEMENT

Participant Name: <input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>
Job Title: <input style="width: 90%;" type="text"/>	App#: <input style="width: 90%;" type="text"/>
Service Provider: <input style="width: 90%;" type="text"/>	OSY or ISY: <input style="width: 90%;" type="text"/>

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 forth 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 Service Provider, as a representative of the WIB, and with all federal, state, and local labor laws. The Service Provider will pay participant wages and carry 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 Service Provider 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. 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 style="width: 95%;" type="text"/> Business/Worksite Name	<input style="width: 95%;" type="text"/> Authorized Representative
<input style="width: 95%;" type="text"/> Street Address	<input style="width: 95%;" type="text"/> Title of Authorized Representative
<input style="width: 95%;" type="text"/> City, State, Zip	<input style="width: 95%;" type="text"/> Signature of Authorized Representative
<input style="width: 95%;" type="text"/> Phone Number	<input style="width: 95%;" type="text"/> Date
PARTICIPANT	
<input style="width: 95%;" type="text"/> Participant Name	<input style="width: 95%;" type="text"/> Participant Signature
<input style="width: 95%;" type="text"/> Job Title	<input style="width: 95%;" type="text"/> Date
SERVICE PROVIDER	
<input style="width: 95%;" type="text"/> Agency	<input style="width: 95%;" type="text"/> Signature of Authorized Representative
<input style="width: 95%;" type="text"/> Authorized Representative	<input style="width: 95%;" type="text"/> Date

## WORKFORCE INVESTMENT BOARD OF TULARE COUNTY

### CONDITIONS, ASSURANCES AND PROVISIONS

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

#### The Worksite Supervisor 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 Worksite Supervisor also agrees to provide a substitute supervisor when the regular supervisor is absent
3. Allow the Service Provider representatives to monitor all conditions and activities involved in performing this Agreement. The Worksite Supervisor must assure the following:
  - a) No currently employed worker will be displaced by a participant. This includes partial displacement such as 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 assist in the operation or maintenance of that part of any facility which is used for religious instruction or worship.
  - f) Appropriate standards of health and safety and a drug free workplace will be maintained.
  - g) Adequate insurance will be in effect at all times.
4. Not provide a training assignment under this program for a member of the worksites immediate family or an individual previously employed by the worksite employer.
5. Will not subcontract the services of the trainee provided under this agreement.
6. Certify throughout the term(s) of training, proper personal and property liability insurance and, if required, appropriate bonding. The worksite shall provide proof of said coverage prior to the trainee commencing training.
7. Obtain the concurrence of appropriate bargaining entity, when a collective bargaining agreement exists, in order to insure compliance of the prescribed training with the terms of said agreement.
8. Will communicate with the Service Provider prior to affecting disciplinary action.
9. Provide job orientation to all participants as 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 Service Provider in order that medical claims can be processed for worker compensation.
12. In the event that a worksite is negligent in the responsibilities agreed to in this document, the worksite:
  - a) May not be used at a future date, and
  - b) Is financially responsible for costs deemed illegal by auditors or monitors.

#### The Service Provider will:

1. Be the employer of record and will provide counseling, guidance, and corrective action to the participant during the training period.
2. Make referral to the worksite for eligible participants in the program.
3. Provide Worker's Compensation insurance and pay applicable FICA contribution.
4. Provide orientation to each worksite supervisor covering the program requirement prior to the trainee referral or 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 up 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 Worksite's normal or comparable entry wage for the occupation for which he or she is being trained, but no less than minimum wage.
8. The Service Provider 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.

**WORKFORCE INVESTMENT BOARD OF TULARE COUNTY  
YOUTH TASK-ORIENTED TRAINING PLAN**



Participant Name:	Application #:
Job Title:	
ONET Code:	Beginning & End Dates: through
Worksite Name:	Service Provider:
Worksite Representative:	Service Provider Representative:

**RATING SCALE**  
**1 = Participant has not made satisfactory progress**  
**2 = Participant is making progress, but not at a satisfactory level**  
**3 = Participant is making progress at a satisfactory level**  
**4 = Participant has achieved proficiency in this skill**

Requirements [Tasks/Work Activities] (A)	Training Required Y/N (B)	Training Method (C)	Training Hours (D)	Measurement Method (E)	(F) Follow-up Site Visit			
					Date/Rating			
1.	select	select		select	select	select	select	select
2.	select	select		select	select	select	select	select
3.	select	select		select	select	select	select	select
4.	select	select		select	select	select	select	select
5.	select	select		select	select	select	select	select
6.	select	select		select	select	select	select	select
7.	select	select		select	select	select	select	select
8.	select	select		select	select	select	select	select
9.	select	select		select	select	select	select	select
10.	select	select		select	select	select	select	select
11.	select	select		select	select	select	select	select
12.	select	select		select	select	select	select	select
			<b>TOTAL TRAINING HOURS THIS PAGE</b>		<b>TOTAL SCORE THIS PAGE</b>			

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Participant Signature

Distribution: One (1) Copy Each To: Participant File, Supervisor, Participant

(G) TRAINING HOURS		(H) SKILL ATTAINMENT LEVEL	
Total Training Hours Completed		Participant's Total Score	
Total Training Hours Planned		Maximum Score Possible	
% Of Planned Hours Completed		% Of Maximum Score Attained	

## YOUTH TASK-ORIENTED TRAINING PLAN

### INSTRUCTIONS FOR COMPLETION AND USE

Youth task-oriented training plan shall identify the essential skills and training for entrants into the workforce to acquire, through close supervision, an appreciation of workplace norms that may include self-discipline, interpersonal skills, attendance and accountability, understanding compensation, and learning to appreciate and meet employers' reasonable expectations.

- (A) **SKILL REQUIREMENTS:** List the skill requirements need to perform the job to so the standards specified by the worksite supervisor. Competencies should be stated as specifically as possible, identifying the skills to be used, the level of attainment, and tools or equipment to be operated.
- (B) **SKILLED:** During the course of this worksite, agreement each skill will be evaluated against participant's abilities and checked yes or no to indicate what areas training is necessary.
- (C) **TRAINING METHOD:** Identify the method to be used to teach the skill. This may include classroom/workshop attendance, observation, oral instruction, demonstration and practice, reading of instruction and procedures manuals, guided simulation, trial and error, etc.
- (D) **ESTIMATED TRAINING TIME:** Indicate the number of hours, which will be devoted to training for the specific skill.
- (E) **MEASUREMENT METHOD:** Identify the method that will be used for determining whether the participant has acquired each skill. Typical methods of measurement include oral or written question and answer, observation, and review/inspection of a product.
- (F) **FOLLOW-UP/SITE VISIT – DATE AND RATING:** Record the date on which the follow-up/site visit is made and a rating of the skill level that has been achieved. Use the rating scale listed on the front of this form. Evaluation of the trainee's progress in acquiring the identified skills must occur consistently over the course of training and will be based upon the supervisor's evaluation of the trainee's progress.
- (G) **ACTUAL TRAINING HOURS:** Total the numbers of training hours, actually completed (use time sheets) and compare to the projected hours of training. This will give you a comparison of skill level attainment in hours. The participant must complete at least 90% of the training over the term of the agreement period in order to be considered as "completed training".
- (H) **SUCCESSFUL COMPLETION:** Total the participant's score and compare the possible score (ratings of 4 x # of skills possible). This will give you the percentage of completion attained. In order for the participant to be a successful completion, it is necessary to achieve at least 80% of the total possible score for the sum of the all skills.

Page \_\_\_\_\_ of \_\_\_\_\_



# Amendment to Work Experience Worksite Agreement

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## Original Contract Information

Participant's Name:

Hourly Wage Rate: \_

Beginning Date:

Ending Date:

Number of Weeks:

Number of Hours: \_

## Changes

Effective Date of Change: ...

Participant's Name:

O\*NET:

Hourly Wage Rate: \_

Beginning Date:

Ending Date:

Number of Weeks:

Number of Hours: \_

Description of training:

Justification of change: (i.e., update of IEP, upgrade, pay raise etc.)

Except as provided above, all terms of the original Transitional Jobs agreement remains full force and effect. In witness whereof, the parties thereto, have executed this contract on the date first written.

\_\_\_\_\_  
Employer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Service Provider Signature

\_\_\_\_\_  
Date

### CONDITIONS, ASSURANCES AND PROVISIONS

- Participant will be paid only for actual hours on the worksite. Holiday and overtime work by participant is prohibited.
- The Worksite Agreement will be updated or replaced as appropriate and necessary.

**The Worksite Supervisor 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 Worksite Supervisor also agrees to provide a substitute supervisor when the regular supervisor is absent
3. Allow the Service Provider representatives to monitor all conditions and activities involved in performing this Agreement. The Worksite Supervisor must assure the following:
  - a) No currently employed worker will be displaced by a participant. This includes partial displacement such as 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 assist in the operation or maintenance of that part of any facility which is used for religious instruction or worship.
  - f) Appropriate standards of health and safety and a drug free workplace will be maintained.
  - g) Adequate insurance will be in effect at all times.
4. Not provide a training assignment under this program for a member of the worksites immediate family or an individual previously employed by the worksite employer.
5. Will not subcontract the services of the trainee provided under this agreement.
6. Certify throughout the term(s) of training, proper personal and property liability insurance and, if required, appropriate bonding. The worksite shall provide proof of said coverage prior to the trainee commencing training.
7. Obtain the concurrence of appropriate bargaining entity, when a collective bargaining agreement exists, in order to insure compliance of the prescribed training with the terms of said agreement.
8. Will communicate with the Service Provider prior to affecting disciplinary action.
9. Provide job orientation to all participants as 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 Service Provider in order that medical claims can be processed for worker compensation.
12. In the event that a worksite is negligent in the responsibilities agreed to in this document, the worksite:
  - a) May not be used at a future date, and
  - b) Is financially responsible for costs deemed illegal by auditors or monitors.

**The Service Provider will:**

1. Be the employer of record and will provide counseling, guidance, and corrective action to the participant during the training period.
2. Make referral to the worksite for eligible participants in the program.
3. Provide Worker's Compensation insurance and pay applicable FICA contribution.
4. Provide orientation to each worksite supervisor covering the program requirement prior to the trainee referral or 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 up 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 Worksite's normal or comparable entry wage for the occupation for which he or she is being trained, but no less than minimum wage.
8. The Service Provider 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.