

**DRAFT DIRECTIVE
COVER PAGE**

NAME OF DIRECTIVE

GENERAL INSTRUCTIONS

The attached directive is being issued in draft to give the Workforce Development Community the opportunity to review and comment prior to final issuance.

Submit any comments by email no later than **August 27, 2024**.

All comments received within the comment period will be considered before issuing the final directive. Commenters will not be responded to individually. Rather, a summary of comments will be released with the final directive.

Comments received after the specified due date will not be considered.

Email: arodriguez@tularewib.org

Include “Draft Directive Comment” in the email subject line.

Mail: Workforce Investment Board of Tulare County
Attn: Anabel Rodriguez
309 W. Main St., Ste. 120
Visalia, CA 93291

If you have any questions, contact Anabel Rodriguez at 559-713-5201



DIRECTIVE

Workforce Investment Board of Tulare County

Date: July XX, 2024

TUL 24-03 Local Policy: Youth Work Experience Policy and Procedure

EXECUTIVE SUMMARY:

This policy provides guidance and establishes the policy and procedures governing Youth work experience activities funded by Workforce Investment Board (WIB) and *Workforce Innovation and Opportunity Act* (WIOA) Title I funded Youth programs.

This policy applies to all WIOA and WIB-funded youth programs. If a particular specialized funding stream has requirements that differ from this directive, those requirements will be issued in a separate directive, policy memoranda, or within the contract statement of work (SOW).

This Directive contains some WIB-imposed requirements. All WIB-imposed requirements are indicated in ***bold italic*** type.

This Directive supersedes WIB Directive TUL 20-06, Local Policy: Youth Work Experience Directive, dated August September 09, 2020. Retain this directive until further notice.

REFERENCES:

- WIOA (Public Law [113-128](#)) Section 3 (24)(A-N), Section 134 (d)(5)
- Title 20 Code of Federal Regulations (CFR) [Part 681](#): “Youth Activities under Title I of the WIOA” 681.590,681.600, 681.610, 681.630
- Title 20 CFR [683.270](#) (a-c)
- Title 20 CFR [683.260](#) (a)(2)
- Training and Employment Guidance Letter ([TEGL 23-14](#)), WIOA Youth Program Transition
- Employment Development Department (EDD), Workforce Services Directive Workforce Services Directive [WSD 17-07](#), Subject: WIOA Youth Program Requirements (January 16, 2018)
- [Department of Industrial Relations-Minimum Wage](#)

- WIB Directive [TUL 17-02](#) WIOA Title I Adult, Dislocated Worker and Youth Supportive Services Policy
-

BACKGROUND:

WIOA permits the use of work experience as a training activity for eligible Youth and, in certain cases, specialized populations. 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 costs for the development and management of work experience.

The term Work Experience is defined as: ([20 CFR 681.600](#))

- Is time-limited and may be paid or unpaid;
- Is in the public, private, or non-profit sector; and
- Must include an academic and occupational education component (offered concurrently or sequentially) provided inside or outside the worksite

The academic and occupational education component refers to contextual learning that accompanies a work experience. This program element reflects an integrated education and training model. ([20 CFR 681.630](#))

- Includes workforce preparation activities, basic academic skills, and hands-on occupational skills training; and
 - Must be taught within the same time frame and connected to training in a specific occupation, occupational cluster, or career pathway.
-

POLICY AND PROCEDURES:

Participant Eligibility Criteria

The WIB has set the following criteria for an individual to qualify for a work experience:

- ***Eligible for the WIOA Youth program; and***
- ***Have completed WIB-approved work readiness training; and***
- ***Have completed CalJOBS Work Interest assessment.***

If the participant is enrolled in a specialized grant that includes work experience, funding Subrecipients must determine their eligibility according to the specialized grant requirements specified in the Statement of Work (SOW).

Work Readiness Training

Subrecipient staff are responsible for helping participants develop the soft skills necessary to succeed in the workplace. Participants must complete the work readiness training (in-person or virtually) prior to negotiating a work experience.

Work Readiness Training modules must include but are not limited to:

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)***
- ***Communication and Teamwork (Attitude, Behavior, Courtesy, Teamwork)***

Specialized grants may have additional work readiness training requirements. It is the responsibility of Subrecipients to reference specialized grants SOW for additional requirements.

CalJOBS Work Interest Assessment

Some youth lack connections to the workforce and have limited knowledge of career options. Therefore, participants must complete the CalJOBS Work Interest self-assessment prior to the development of work experience to help them identify potential career paths they wish to explore.

Subrecipient staff must provide youth with career planning and local labor market information to help them make informed career choices. Subrecipient staff must align work experience placements with the participants' identified interest areas and career objectives; which must be documented in the training plan. This customer-centered approach increases the likelihood of participants staying engaged and completing work experience.

Determination of Need for Work Experience

Subrecipient staff will interview participants to assess their need for work experience services and provide placements aligned with their interests. The career coach and participant will jointly develop an objective assessment and a skills gap analysis. Additionally, they will develop an Individual Service Strategy (ISS) to determine the necessary education levels, career objectives, and services needed to achieve employment goals. The need for work experience must be clearly documented in the participant's ISS Plan and CalJOBS case notes. If

previously employed by the worksite, the participant may only return to the worksite for training in a different and more complex job classification.

Young adults (Out-of-School Youth) without a high school diploma (HSD) or its high school equivalent (HSE) are not eligible for work experience unless the youth enroll in a HSD/HSE program. Staff must counsel the individual to assess their needs and be referred to an adult school or academic program offering HSD or HSE for further assessment. Having an HSE/HSE increases job opportunities, career growth, benefits, and wages. Subrecipient staff shall assess youth for supportive services to provide the resources necessary to help them obtain an HSE/HSE. Youth concurrently enrolled in work experience and HSD/HSE classes, whether online or in person, may participate in a work experience activity.

Youth without a diploma may choose not to enroll in a high school or equivalency class. Subrecipient staff shall document in the case notes that the youth declined and was provided information to enroll in classes. In such cases, the youth is not eligible for a work experience. However, if Subrecipient staff determines there is a substantial need for work experience services, they must email WIB Program Staff to request authorization to develop a work experience placement.

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

Subsequent Request Policy

A request is required for individuals who previously received work experience or other training under current or previous WIOA applications. The Subrecipient is required to assess the alignment of the subsequent training with the participant's identified interests and career objectives to determine its justification. If the Subrecipient deems the request reasonable, they must submit a request to the designated WIB Program staff assigned to the Subrecipient's service delivery area prior to the development of the work experience.

Submission of Subsequent Request

To request a subsequent work experience, the Subrecipient must complete and submit the attachment E- Request Form (WIB Form 24-05) and the attachment B- Youth Training Plan (WIB Form 24-03) to the WIB Program Staff.

In the following situations, submission of request form is not required:

- *If the participant's subsequent work experience training is a result of successfully completing an individual training account (ITA) and is in a related field; and*
- *Combined training does not exceed the maximum funding limit request of \$8,000.*

Work Permits

California Law requires that all minors (under 18 years of age) employed in the State of California must have a permit to work. Schools and school district offices issue Permits to Employ and Work. Permits are always required for minors, even when school is not in session. During the summer break, when school is not in session, Subrecipients may issue Permits to Employ and Work. It is the responsibility of the Subrecipient to ensure participants have a valid work permit prior to the development of work experience and that participants do not exceed the maximum work hours permitted. Subrecipients must inform the worksite employer of any work limitations listed on the work permit and the maximum work hours permitted to avoid and minimize work permit violations. Work permits must be maintained at the worksite and uploaded to the participant's CalJOBS case file.

If a participant has a high school diploma or equivalent before their 18th birthday, a work permit is not required. Verification of diploma is required before the start of the work experience and must be case noted in CalJOBS.

Employer Eligibility Criteria (20 CFR 683.270 and 20 CFR 683.260)

A work experience may take place in a public, non-profit, or private for-profit sector workplaces. Labor standards apply in all work experience placements where an employer/employee relationship exists, as defined by the Fair Labor Standards Act. The Subrecipient must complete the Attachment C, Pre-Award Survey (WIB Form 24-01) with the business prior to a work experience placement to determine if the business meets eligibility criteria (*see Attachment C*).

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

1. A participant in a work experience activity displaces (including a partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits) any currently employed individual.
2. A participant impairs an existing contract for services or a collective bargaining agreement.
3. A participant in this program may not be employed in or assigned to a job if:
 - a. Any other individual is laid off from the same or any substantially equivalent job;
 - b. The business 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
 - c. The job is created in a promotional line that infringes in any way on the promotional opportunities of currently employed workers.
4. A business has relocated from any location in the United States, if the relocation results in any employee losing their job at the original location until the company has operated at the new location for 120 days.

If a participant was previously employed by the worksite employer through subsidized or unsubsidized employment opportunities, the participant may only return to the worksite for training or work experience in a different job classification and receive training in an increasingly more complex position.

The WIB does not allow the use of a temporary employment agency, employee leasing firm, or staffing agency for a work experience placement.

Work Experience Worksite Agreement Requirements – Attachment A

Work experience is an educational strategy that provides participants the opportunity to explore careers, apply academic and technical skills through a real-life work setting. Furthermore, work experience develops essential workplace employability skills such as teamwork, dependability, communication, decision-making, professional work ethic, and critical thinking skills. This is particularly beneficial to individuals with no employment history, those who are chronically unemployed, or those who have an inconsistent work history. Through close supervision, participants gain valuable work experience and skills.

The Work Experience Work Site Agreement must be developed using WIB Form 24-02 attachment A, and it shall specify the following information:

- ***Participant Name***
- ***O*NET code***
- ***Job Title***
- ***State ID***
- ***Subrecipient***
- ***Grant Code***
- ***Term of agreement: training dates, hourly wage, and the amount of training wages, and training hours***
- ***Worksite information: name of business, authorized representative, worksite address***
- ***Participant information: Name, signature and job title, date***
- ***subrecipient information: Name of the agency, the signature of authorized representative***

The Worksite Agreement details the specific guidelines that must be followed by the employer, participant, and Subrecipient. The Worksite Agreement must be signed by the authorized representative of the business, participant, and authorized representative of the Subrecipient outlined in the contract prior to a participant starting a work experience.

Youth Training Plan (YTP) – Attachment B

The Subrecipient is responsible for developing a Youth Training Plan using the WIB Form 24-03 (Attachment B). This plan will identify the essential skills, academic knowledge, and occupational education participant will gain during their training period. The YTP will serve as a guide for the participant to gain knowledge and experience for the position and must include:

- 1. The participant's area of interest**
- 2. Academic education that the participant will complete during work experience**
- 3. Occupational education the participant will develop**
- 4. Essential workplace skills the participant will develop**

The academic component may take place either on or off-site of the workplace. For example, if a youth is gaining work experience in a hospital, the academic component of their training plan could include learning essential information for healthcare professionals, such as the importance of blood types, the names of specific bones, or the functions of certain ligaments. Similarly, if a participant is gaining work experience in the food industry, the academic component could include learning about foodborne illnesses or food allergen safety. The occupational education component would involve learning specific tasks and work activities related to the position guided by the job description or O*NET Definition.

The participant's occupational and essential skills progress must be rated using the rating scale (1-4 listed below) during the bi-weekly follow-up site visits. The employer and Subrecipient must sign the completed YTP and distribute copies to the employer and participant. Additionally, upload a signed copy of the YTP to the participant's CalJOBS file.

Rating Scale for skills attainment:

- 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.**

Rating scale for essential workplace skills:

- 1. Poor**
- 2. Needs improvement**
- 3. Good**
- 4. Excellent**

Worksite Orientation

Prior to the participant's first day on the worksite, Subrecipient staff must conduct an orientation with the worksite supervisor. This orientation must cover the Youth Worksite Supervisor Handbook, which includes the following information:

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

Subrecipient staff must provide the worksite supervisor with a copy of the Work Experience Worksite Agreement, Youth Training Plan, timesheets, work permit (if applicable), and copy of the Supervisor Handbook. In addition, the signed Supervisor Handbook Receipt must be uploaded to the participant case file.

Exceptions: If the worksite supervisor completed an orientation within the current program year, they are not required to complete a second orientation. However, Subrecipient staff must upload the signed supervisor Handbook Receipt to the appropriate participant's CalJOBS case file.

Further, Subrecipient staff will provide the participant with an orientation prior to their first day on the worksite. This orientation must include going over the Participant Handbook, which includes the following information:

- ***Workplace Ethics***
- ***Safety Practices and Labor Laws***
- ***Non-Discrimination and Sexual Harassment***
- ***Agency Information and Policies (e.g. timesheets, complaint procedures, etc.)***

A copy of the signed Participant Handbook Receipt must be uploaded to the participant's CalJOBS case file.

Work Experience Duration for Out-of-School Youth (OSY)

A work experience for OSY must be at least 160 hours and may not exceed 320 hours. The number of hours assigned should reflect the complexity of the occupation and skill sets the participant is expected to learn during the work experience. Hours that exceed the 320 maximum must be pre-approved by WIB prior to the start date. Subrecipient must complete the attached E – Request Form WIB 24-03.

Work Experience Duration for In-School Youth (ISY)

A work experience for ISY may vary to accommodate the student's class schedule and related activities. After meeting with the student to determine the appropriate work schedule and assessing the worksite's availability to provide training, the Subrecipient assigns the duration and hours for the training plan. The minimum hours must be 100 and cannot exceed 320 without WIB approval.

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 (skills acquisition)***
- ***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. The minimum pay rate for work experience is determined by the worksite occupation and must be in compliance with the California minimum wage, or the minimum wage specific to the industry (reference [AB 1228](#) and [SB 525](#)). The maximum hourly wage may not exceed \$2 above the state minimum wage for that specific industry. The participant's pay rate must align with the compensation of entry-level employees directly hired by the company in the same or similar position. Compensation shall be paid directly to the participant by the Subrecipient upon receipt of an accurately completed and signed timesheet confirmed by the participant and worksite supervisor.

Approval for Participant Compensation Deviations

Any deviation from the hours and pay rate described in this policy must be approved by the WIB Program Staff prior to establishing a work experience agreement with the employer. Requests for approval of participant compensation deviations must be sent to the WIB Program Staff via email.

Overtime and Holiday Pay

Overtime and holiday pay by the participant is prohibited under this worksite agreement. However, if the worksite employer does not adhere to the worksite agreement prohibition and instructs a participant to work overtime or on a holiday, it is the Subrecipient's responsibility to compensate the participant. The Subrecipient should notify the WIB about the overtime or holiday pay as soon as they become aware, and a case note should be included in the participant's case file. Subrecipients should ensure, prior to the participant's work experience start date, that the worksite supervisor understands that their business pay periods may not align with the employer of record pay periods. Therefore, staff must accurately review each participant's timecard to avoid and minimize occurrences of overtime. The WIB does not allow the use of WIOA or WIB funds to compensate for overtime or holidays. If any overtime/holiday pay is incurred, it is the responsibility of the Subrecipient to compensate the participant using non-WIB or non-WIOA funds, as specified in the Subrecipients contract.

Meal Periods

Under California law, employees must be provided with no less than a thirty-minute meal period when the work period is more than five hours, except if the total worked period per day of the participant is no more than six hours and was waived by mutual consent of employer and participant. [Labor Code Section 512](#). If the employer fails to provide a participant a meal period, the employer must pay one additional hour of pay at the employee's regular rate of pay for each workday that the meal period is not provided. [Labor Code Section 226.7](#). ***It is the responsibility of the Subrecipient as the employer of record to monitor timesheets for meal violations and compensate participant(s) should the worksite employer fail to provide the***

required meal break. The Subrecipient should notify the WIB about meal violations as soon as they become aware and case note in the participant's file. The WIB does not allow the use of WIOA or WIB funds to pay for meal violations. If meal violations of any kind occur, it is the responsibility of the Subrecipient to compensate the participant using non-WIB or non-WIOA funds.

Workplace Safety and Child Labor Laws

Almost all minors under the age of 18 are subject to California's child labor protections. Under the California Labor Code, "minor" is defined as any person under the age of 18 years required to attend school under the provisions of the Education Code and any person under the age of six. "Dropouts" are subject to California's compulsory education laws and thus are subject to all state child labor law requirements. Emancipated minors, while subject to all California's child labor laws, may apply for a work permit without their parents' permission.

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 ages 18 to 21 working in occupations involving potentially hazardous tools, equipment, or materials, must receive instruction on the proper use of safety equipment. This includes, but is not limited to, hard hats, safety glasses, steel-toed shoes, and protective clothing or gloves.

Employer of Record

Work experience establishes an employer-employee relationship that must follow applicable laws and regulations. The Subrecipient will serve as the employer of record for the duration of the work experience and must comply with all child labor laws regarding work permits, 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 is a time-limited and wage-paid work experience that is subsidized 100 percent. The Subrecipient will serve as the employer of record and maintain a time, attendance, and wage payment system. It is the Subrecipient's responsibility to ensure hours do not exceed hours listed on the Work Experience Worksite Agreement. In addition, the Subrecipient will monitor participant and worksite progress.

The Work Experience Worksite Agreement and associated documents, YTP, 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's case file. Subrecipient

will provide Federal, State, County, and WIB monitors and auditors with access to such records given reasonable notice.

Work Experience Worksite Amendments – Attachment D

Work Experience Agreements may be amended to update information on the work experience activity. An amendment to the executed Work Experience Worksite Agreement must be made on Attachment D, Work Experience Worksite Amendment WIB Form 24-04. Amending a Work Experience Worksite Agreement must have a case note and include the reason for changes to the original Work Experience Worksite Agreement. Further, the Amendment to the Work Experience form must be uploaded to CalJOBS.

Instances that require WIB approval prior to completing Attachment D include the following:

- *An increase of participant's hours that will result in an increase in participant reimbursement*
- *An increase or decrease in wages*
- *Changes from one position to another*
- *Changes to the Worksite Plan*

Requests to amend the worksite agreement shall be sent to the WIB Program Staff via email, along with an updated YTP plan.

Instances that do not require WIB approval include:

- *Extending the agreement end date to allow the participant to complete training with no change to the amount to be expended.*

Case Management

The Subrecipient must contact the participant on the first day of work to verify the actual start date of training and enter a case note into the participant file. Contact must be conducted with participants at a minimum bi-weekly or more often, depending upon the worksite evaluation, to determine if additional services - such as counseling, support services, and additional support to address work-related challenges - are needed. All contacts with the participant or employer must be documented in CalJOBS case notes.

If a participant completes a work experience and is not retained by the worksite business, the Subrecipient must continue providing case management services. Subrecipient staff should use EC Talent Pool milestones to help young adults understand and build their skills, identify personal challenges, explore career options, and participate in job readiness activities to help prepare them for education, training, or unsubsidized employment.

Worksite Monitoring

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

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 the WIB's most recent supportive service Directive for further guidance.

Participant's File

The Subrecipient is responsible for updating the participant's file throughout the work experience and properly documenting training-related activity in CalJOBS, including all contact with the participant and worksite employer. Participant's IEP must be updated to reflect work experience training services.

Subrecipient staff must enter activity code 425 (Work Experience) in the participant's CalJOBS file. The projected start and end date must be updated in CalJOBS to reflect the actual start and end date, including any changes to the start and end dates through the Work Experience Worksite Amendment.

Advanced Individual Fund Tracking (AIFT)

The Subrecipient will create a voucher in the file to allocate funds for each participant's work experience agreement and track and manage obligated funds and payments. In the event training is unsuccessful or the participant terminates early, the Subrecipient staff is responsible for de-obligating unused funds in CalJOBS.

The following documents must be uploaded to the participant's CalJOBS file no later than 10 business days from the start of the work experience:

- 1. Work Site Agreement***
- 2. Initial Youth Training Plan***
- 3. Pre-Award Survey***
- 4. Signed Supervisor Handbook Receipt***
- 5. Signed Participant Handbook Receipt***
- 6. Request Form (if applicable)***
- 7. Work Permit (if applicable)***
- 8. Amendment (if applicable)***
- 9. W-4 Forms***
- 10. I-9 documents***

In addition, timesheets must be uploaded after the pay period ends, and documented hours worked must be case noted within 10 calendar days. The Youth Training Plan, including the final rated version, must be uploaded to the participant's CalJOBS file each month until the end of the work experience activity.

Follow-up Services

Follow-up services are required for all youth who participate in a work experience and have exited. Four key post-employment services are provided: transition, retention, reemployment, and career advancement. These services are provided for up to 12 months and may begin immediately following the last date of service.

For additional information on follow-up services and requirements, reference WIB directive [TUL 19-06, Adult and Dislocated Worker Follow-up Services](#), or the most current directive. The Subrecipient must document follow-ups and complete the follow-up section in the participant's CalJOBS file. This policy emphasizes a customer-centered approach tailored to support participants in obtaining employment related to their training.

ACTION:

Bring this directive to the attention of all WIB Subrecipients and WIB Staff when implementing paid work experience opportunities for eligible WIOA Youth participants or specialized grants that offer work experience opportunities.

INQUIRIES:

Please direct inquiries regarding this Directive to the WIB at (559) 713-5200.

Adam Peck,
Executive Director

ATTACHMENTS:

- Attachment A- Work Experience Worksite Agreement Requirements
- Attachment B- Youth Training Plan
- Attachment C- Pre-Award Survey
- Attachment D- Work Experience Worksite Amendments
- Attachment E- Request Form

The Workforce Investment Board of Tulare County is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities.



WORKFORCE INVESTMENT BOARD OF TULARE COUNTY WORK EXPERIENCE 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.



WORKFORCE INVESTMENT BOARD OF TULARE COUNTY WORK EXPERIENCE PRE-AWARD SURVEY

Business Name: FEIN:

Address: City: State:

Date of Interview: Subrecipient:

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. Are health and safety standards being met as established by law? Yes No
3. Does the worksite/business comply with applicable business licensing, taxation, and insurance requirements? Yes No
4. Has union concurrence been obtained? N/A Yes No
5. Are wages in compliance with California industry minimum wage law? 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 worksite stipulates and agrees by signing below that the business has operated at its current location for at least 120 days. If less than 120 days, employees were not laid off at the previous location as a result of the relocation.

 Business Representative Signature Date Subrecipient Signature Date



Youth Training Plan (YTP)

Participant Name:	State ID #	Rating Scale 1= Participant has is not making satisfactory Progress 2= Participant is making progress, but less than satisfactory level 3 = Participant is making progress at a satisfactory level 4 = Participant has achieved proficiency in this skill
Job Title:	Start Date:	
O*NET Code:	End Date:	
Worksite Name:	Subrecipient Agency:	
Worksite Representative:	Subrecipient Representative:	

This training is related to the student's area of interest (identified below):

- | | | |
|---|---|--|
| <input type="checkbox"/> Advanced Manufacturing | <input type="checkbox"/> Construction (including public infrastructure) | <input type="checkbox"/> Energy (including green energy) |
| <input type="checkbox"/> Healthcare | <input type="checkbox"/> Transportation and Logistics | <input type="checkbox"/> Value-added agriculture |
| <input type="checkbox"/> Hospitality | <input type="checkbox"/> Other (please specify): | |

Academic Education (A)		
Clearly describe the Academic Education component the participant will complete during the Work Experience. This education component may occur either within the worksite or at an external location.	Start Date	Completion Date

Occupational Education (B)								
Description of Job Duties (C)	Training Required Y/N (D)	Training Method (E)	Training Hours (F)	Measurement Method (G)	Follow-Up Site Visit (H)			
					Date/Rating			
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
Total Hours:					Score:	Score:	Score:	Score:

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

(I) TRAINING HOURS

(J) 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	

Supervisor Signature _____

Participant Signature _____

Essential Workplace Skills (K)

Performance Evaluation	Comments How did the participant demonstrate that they have achieved these skills? What areas does the Coach need to focus on with the participant?	Evaluation Scale			
		1 = Poor 2 = Needs Improvement 3 = Good 4 = Excellent			
		Date/Rating			
1. Attendance and Punctuality (Dependability)					
2. Ability to make good decisions (Decision-Making)					
3. Ability to get along with others (Teamwork)					
4. Ability to follow both written/verbal directions (Communication)					
5. Demonstrates initiative/responsibility (Professional Work Ethics)					
6. Completes tasks on time (Organizational Skills)					
7. Problem resolution skills (Critical Thinking)					
8. Communicates effectively (Communication)					

**YOUTH TRAINING PLAN
INSTRUCTIONS FOR COMPLETION AND USE**

The Youth Training Plan will outline the essential skills, academic education, a occupational education needed for new workforce entrants. Through close supervision, participants will gain an appreciation of workplace norms, which may include self-discipline, interpersonal skills, attendance and accountability, understanding compensation, and meeting employers' reasonable expectations.

- A. **ACADEMIC EDUCATION:** List the academic education needed to perform the job as specified by the worksite supervisor. This component may occur either within the worksite or at an external location.
- B. **OCCUPATIONAL EDUCATION:** List the Occupational skills requirements needed to perform the job to 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 the tools or equipment to be operated.
- C. **JOB DUTIES DESCRIPTION:** List the job skills needed to perform the job to 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 the tools or equipment to be operated.
- D. **TRAINING REQUIRED:** During the course of this work-based training, each skill will be evaluated against the participant's abilities and checked, yes or no, to indicate what areas of training are necessary.
- E. **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.
- F. **TRAINING HOURS:** Indicate the number of hours that will be devoted to training for the specific skill.
- G. **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.
- H. **FOLLOW-UP/SITE VISIT – DATE AND RATING:** Record the date of the follow-up/site visit and the trainee's achieved skill level using the rating scale provided on the on of this form. The trainee's progress in acquiring the identified skills must be evaluated consistently throughout the training, based on the supervisor's evaluation of the trainee's progress.
- I. **TRAINING HOURS:** Use the participant's time sheets to calculate the total training hours completed by summing the hours worked. To determine the percent of completion, divide the total training hours completed by the total planned training hours. The percent of completion must be at least 90% of the training plan.
- J. **SKILLS ATTAINMENT LEVEL:** Calculating the participant's total score involves summing the ratings (using the rating scale) given for each assigned job duty listed in section (C). To find the maximum possible score, multiply the highest possible rating (four) by the number of assigned job duties. To determine the percent of the maximum score attained, divide the participant's total score by the maximum possible score times 100. The percent of the maximum score attained must be at least 75%. Equation: percent of max. score = $\left(\frac{\text{Max. Possible Score}}{\text{Participants Total Score}} \right) \times 100$
- K. **ESSENTIAL WORKPLACE SKILLS (EWS):** Complete this section at the same time as the Worksite Plan is done to evaluate the participant's growth in developing EWS. When a participant receives an excellent rating in three or more of these skills, they will meet the EWS Talent Pool criteria under Milestone 1.
- L. **SUCCESSFUL COMPLETION:** For the participant to be a successful completion they must:
- Score at least a three (3) or more in at least three (3) or more of the Essential Workplace Skills; **and**
 - Complete academic education; **and**
 - Have a skills attainment rate of at least 75% (see equation in J.); **Or**
 - **Gain unsubsidized employment as a result of the work experience assignment.**



Amendment to Work Experience Worksite Agreement

Original Contract Information

Participant's Name: Click here to enter text.

CalJOBS State ID #: Click here to enter text.

Hourly Wage Rate: Click here to enter text.

Start Date: Click here to enter text.

End Date: Click here to enter text.

Number of Weeks: Click here to enter text.

Number of Hours: Click here to enter text.

Changes

Effective Date of Change: Click to enter a date.

Participant's Name: Click here to enter text.

O*NET: Click here to enter text.

Hourly Wage Rate: Click here to enter text.

Beginning Date: Click here to enter text.

Ending Date: Click here to enter text.

Number of Weeks: Click here to enter text.

Number of Hours: Click here to enter text.

Description of training:

Enter a description of the training.

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

Enter the justification of change.

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

Business Representative Signature Date

Subrecipient Signature Date

Participant Signature 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.

Request Form

This request form must be submitted when requesting a subsequent training request, training funds exceeding the cap, or a request to waive other local policies. The subrecipient must complete the following information and provide a detailed justification on second page of this form to support the request.

Date of Request:		Employment Connection Site:	
Participant name:		CalJOBS State ID#:	
Grant:		Co-enrollment Grant(s):	
Subrecipient Staff:		Contact number/email:	

Type of Request		
<input type="checkbox"/> Subsequent Training Request	<input type="checkbox"/> Exceeding Training Cap	
Other:		
Previous training received (if applicable)		
<input type="checkbox"/> ITA	<input type="checkbox"/> OJT	<input type="checkbox"/> Transitional Job/ WEX
Grant:	Training Amount funded:	

Request Form

Participant Name:		CalJOBS State ID#:	
-------------------	--	--------------------	--

Justification: Include relevant details to justify this request, such as training cost, duration, type of training, whether the training was completed, participant barriers, and how they are being addressed. For requests exceeding the training cap, include financial aid documentation if applicable.

This request must be reviewed and approved by the Subrecipient supervisor or designee to ensure all information/documentation is included to support the request.

Name:	Supervisor Signature:	Date:
-------	-----------------------	-------

WIB use only

<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	Date:
WIB Staff:	Signature:	
Comments:		