

**DRAFT DIRECTIVE
COVER PAGE**

Local Policy: Adult and Dislocated Worker Transitional Jobs Policy and Procedure

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 **Monday, June 11, 2018**

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: dlanderos@tularewib.org
Include "Draft Directive Comment" in the email subject line.

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

If you have any questions, contact Desiree Landeros at 559-713-5200

WORKFORCE INVESTMENT BOARD OF TULARE COUNTY WORKFORCE INNOVATION AND OPPORTUNITY ACT TITLE I ACTIVITIES	DATE: May 11, 2018
	SUBJECT: Local Policy: Adult and Dislocated Worker Transitional Job Policy and Procedure

WIB DIRECTIVE

TUL 18-03

TO: WIB STAFF AND WIB SERVICE PROVIDERS

SUBJECT: LOCAL POLICY: ADULT AND DISLOCATED WORKER TRANSITIONAL JOBS
POLICY AND PROCEDURE

PURPOSE

This directive provides policy and procedure for the Adult and Dislocated Worker Transitional Jobs program funded by Workforce Innovation and Opportunity Act Title I (WIOA)

SCOPE:

This directive applies to all WIB-funded Transitional Job programs. Should a particular funding stream have requirements differing from this directive, those requirements will be issued in a separate policy, bulletin, technical assistance, 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)
- 20 CFR Federal Register, Subpart A Sections 680.140, 680.190, 680.530 680.830, and 680.840, 680.900, 683.270,
- Workforce Investment Board of Tulare County Directive TUL 17-02 WIOA Title I Adult, Dislocated Worker and Youth Supportive Services Policy
- Employment Development Department Information Notice WSIN 17-22, Barriers to Employment and LGBT Data Collection, January 10, 2017,
- Training and Employment Guidance Letter (TEGL) 10-09, Implementing Priority of Service for Veterans and Eligible spouses in all qualified job training programs funded in whole or in part by U.S. Department of Labor (DOL).
- Training and Employment Guidance Letter (TEGL) 19-16, Guidance on Services provided through Adult and Dislocated Worker Program under the Workforce Innovation and Opportunity Act (WIOA) and the Wagner-Peyser Act Employment Service (ES), as amended by title III of WIOA, and for Implementation of WIOA Final Rules

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 12-05 dated June 19, 2012. Retain this directive until further notice.

BACKGROUND

The Workforce Innovation and Opportunity Act and the Final Regulations published in the code of Federal Regulations permit the use of transitional jobs as a training activity for eligible Adult and Dislocated Workers. This policy establishes the criteria and the process by which a transitional job will be applied within WIOA regulations and local policy. A transitional job is one that provides a time-limited work experience, that is wage-paid and subsidized, and is in the public, private, or non-profit sectors for those individuals with barriers to employment who are chronically unemployed or have inconsistent work history (§680.190).

The term Transitional Job means paid work experience that: (§680.190)

- Is time limited and subsidized;
- Is in the public, private, or non-profit sectors;
- Is provided to individuals with barriers to employment who are chronically unemployed or have an inconsistent work history; and
- Is designed to enable an individual to establish a work history, demonstrate work success in an employee-employer relationship, and develop skills that lead to unsubsidized employment and fosters job retention.

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 transitional job:

- Qualify as a WIOA Adult or Dislocated Worker; and
- Have been determined to be an individual with a barrier to employment (*see individual barriers to employment*).
- Has history of chronic unemployment and/or an inconsistent work history.

All participants shall be provided the WorkKeys assessment prior to starting a transitional job. If the participant does not meet WorkKeys scores for his or her career objective, remediation will be provided and noted in the participant file. Participants may be placed in a transitional job while receiving WorkKeys remediation in order to attain levels in their selected occupation or career path.

A Transitional Job must be combined with (§680.150 and §680.900)

- Comprehensive career services and supportive services
- Comprehensive assessment to identify barriers to employment, chronic unemployment or inconsistent work history and resources to address identified barriers

- Pre-employment job search workshops to include; career exploration, interviewing, CalJOBS registration, preparing a resume, how to apply for jobs online, budgeting and finance

Individual Barrier to Employment

The term “individual with a barrier to employment” means a member of one or more of the following populations (WIOA Sec. 3 (24)(A-N).

- A. Displaced homemakers;
- B. Low-income individuals;
- C. American Indians, Alaska Natives, and Native Hawaiians;
- D. Individuals with disabilities, including youth with disabilities;
- E. Older Individuals (age 55 or older);
- F. Ex-Offender
- G. Homeless individuals;
- H. Youth who are in or have aged out of the foster care system;
- I. Individuals who are English language learners, individuals who have low levels of literacy and individuals facing substantial cultural barriers;
- J. Eligible migrant and seasonal farmworker;
- K. Individuals within 2 years of exhausting life time eligibility under part A of the Title IV Social Security Act;
- L. Single parents (including single pregnant women);
- M. Long-term unemployed individuals (unemployed 27 or more weeks);
- N. Individuals who voluntarily disclose their transgender identity or gender nonconforming individuals by selecting “other groups” are determined by the Governor to have barriers to employment.

Individuals who are chronically unemployed or have inconsistent work history are

- Unemployed 27 of the past 52 weeks; or
- Have held three or more jobs in the past 52 weeks and
- Have barriers to employment

A transitional job is designed to enable an individual to establish work history, demonstrate work success in an employee-employer relationship and develop the skills that lead to unsubsidized employment.

Priority of Service

Priority of service for veterans and eligible spouses of veterans requires program operators to give first consideration for participation in a program to those veterans and eligible spouses who meet the eligibility criteria for the WIOA Adult or Dislocated Worker program (TEGL 10-09).

Second Training Request

Individuals who previously received WIB funded WIOA training services, under current or previous WIOA applications, such as an OJT, ITA, and/or a transitional job, must be pre-approved by WIB management staff for a second training prior to the development of the transitional Job.

Individual Employment Plan (IEP)

The career coach and customer will jointly develop an IEP to identify employment goals, a career pathway and an appropriate mix of services to meet the individuals' needs. The participant's individual plan will be the guide for services that include supportive services and resources such as childcare, transportation, treatment, haircuts, etc. (WIB Directive TUL 17-02 WIOA Title I Adult, Dislocated Worker and Youth Supportive Services Policy).

Employer Eligibility Criteria (§683.270)

A transitional job 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, as defined by the Fair Labor Standard Act, exists.

An employer will NOT be eligible to participate as a transitional job placement site if:

- a. A participant in a transitional jobs 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.
- 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 transitional job 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 Service Provider must complete the Employment Connection Pre-Award Survey with the employer prior to determining if the employer meets the employer eligibility criteria. (See Attachment B).

Transitional Job Worksite Agreement Requirements

A transitional job 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 retention.

Transitional jobs provide an opportunity 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. This applies particularly to individuals with barriers and who are 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 increasingly more complex position.

Transitional Job Duration

A transitional job will be of limited duration and is not to exceed 12 weeks (480 hours), nor be less than 4 weeks (160 hours). The minimum pay rate is the minimum wage rate and the maximum pay rate cannot exceed \$15.00 per hour.

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 Service Provider upon receipt of an accurately completed, signed time sheet confirmed by the participant and worksite supervisor. Over-time and holiday pay is not allowed under the worksite agreement. The participant's pay rate must be the same as other employees directly hired by the company in the same position.

Transitional Job Work Site Plan (Attachment B)

A Transitional Job Worksite Plan must be developed by the employer and Service Provider using the employer's job description or O*NET definition. The Worksite Plan will serve as a guide for the participant to gain knowledge and experience for the position.

Worksite Plan must be rated based on the rating scale (1-3 listed below) upon completion of the Transitional Job training. The employer and job developer must sign the completed Worksite Plan and copies distributed to the employer, participant, and a copy placed in the electronic case file.

Rating Scale

1. Participant has not made 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.

Employer of Record

The Transitional Job establishes an employer-employee relationship that must follow applicable laws and regulations. The Service Provider shall comply with wage hour laws, minimum wage laws, unemployment insurance, and 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.

The Service Provider will serve as the employer of record and maintain a time and attendance and wage payment system. The Transitional Job Worksite Agreement and associated documents, time and attendance records, wage and benefit payment information, and all progress reports for a given participant are maintained in the participant electronic file and to provide any and all Federal, State, County, and WIB monitors and auditors with access to such records given reasonable notice.

Submission of Transitional Job Agreements

The Transitional Job Worksite Agreement (Attachments A) are to be used to establish all transitional job assignments. The service provider shall obtain all signatures on transitional job agreement and submit the document to the WIB for review by noon, at least two workdays prior to the transitional job start date. The two-day timeline will allow for verification and review of the participants' case file and worksite agreement. Transitional Job Worksite Agreements will be signed by an authorized representative of the employer, the participant, and the service provider representative.

The service provider must submit documents for WIB approval including:

1. Contract with all signatures
2. Task Oriented Training Plan (TOTP)
3. Pre-Award Survey
4. WorkKeys scores

Amendments

Transitional Job Agreement may be amended to update information on the transitional job. An amendment must be in writing using the Transitional Job Worksite Amendment Form 1804 (See attachment D) .Instances that require WIB approval include:

- Increase of participant's hours that will result in an increase in participant reimbursement.
- Changes to the Worksite Plan.

Instances that do not require WIB approval include:

- Extending the contract dates, and no change to the amount.

Amending an agreement must be case noted, and include the reason for changes to the original Transitional Job Worksite Agreement. Staff must strike through the revised information, write in the new information, initial and upload the updated contract to the electronic participants file.

Transitional Jobs Progress & Follow-up

Participant progress shall be monitored weekly during the transitional job. Because these individuals are chronically unemployed and have barriers to employment, follow-up and support is necessary to assist participants solve issues and have a successful outcome. Weekly contact may include onsite visits, one-on-one, meetings with the participant and employer, electronic or telephone contact.

The Service Provider shall maximize the likelihood that individuals are retained in unsubsidized employment after a transitional job program through:

- Regular follow-up contacts during and after completion of the transitional job.
- Provide reemployment services upon completion of the transitional job if not retained by worksite employer.
- Monitoring a participant and providing retention services for at least three months following unsubsidized job placement.

When the participant does not gain employment with the Transitional Job employer, the service provider staff shall provide additional individualized career and training services as outlined in the IEP to assist the participant with obtaining unsubsidized employment. The service provide staff must summarize the participants' progress in the participant case notes.

Participant's File

The participant's file must be maintained throughout the transitional job and all contacts with the participant and/or employer must be documented in the case notes. Participant's IEP must be updated to reflect transitional job training services. Activity Code 321 (Transitional Job) projected begin and end dates must be updated to reflect the actual beginning and end date of the transitional job agreement, including any changes to start and end dates through an OJT amendment.

The Transitional Job Worksite Agreement, Transitional Job Worksite Plan, and Pre-Award Survey must be uploaded into the participant's electronic case file, no later than 10 business days from the start of the transitional job. The Worksite Plan and employee payroll records/timecards must also be uploaded each month until the end of the transitional job activity, including the final Worksite Plan.

Action/Implementation

This policy is to be used by WIB Service Provider staff when implementing paid transitional job opportunities for eligible WIOA Adult and Dislocated Worker participants.

INQUIRIES

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

Adam Peck
Executive Director

AP:DM:dl:llg

Attachments: Attachment A – Transitional Job Worksite Agreement
Attachment B – Transitional Job Worksite Plan
Attachment C – Pre-Award Survey
Attachment D - Transitional Job Worksite Amendment



WORKFORCE INVESTMENT BOARD OF TULARE COUNTY

TRANSITIONAL JOBS WORKSITE AGREEMENT

Participant Name:

O*NET:

Job Title:

SS#: (last 4 digits)

Service Provider:

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 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 "Task-Oriented Training 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
SERVICE PROVIDER	
<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. 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
TRANSITIONAL JOB WORKSITE PLAN**

TYPE OF TRAINING (check one)

Participant Name: <input type="text"/>	Agreement #: <input type="text"/>
Last 4 digits: <input type="text"/>	Beginning & End Dates: <input type="text"/> through <input type="text"/>
Job Title: <input type="text"/>	O*NET Code: <input type="text"/>
Worksite: <input type="text"/>	Service Provider: <input type="text"/>
	Service Provider Representative: <input type="text"/>

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			
					<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
1. <input type="text"/>	select	select	<input type="text"/>	select	select	select	select	select
2. <input type="text"/>	select	select	<input type="text"/>	select	select	select	select	select
3. <input type="text"/>	select	select	<input type="text"/>	select	select	select	select	select
4. <input type="text"/>	select	select	<input type="text"/>	select	select	select	select	select
5. <input type="text"/>	select	select	<input type="text"/>	select	select	select	select	select
6. <input type="text"/>	select	select	<input type="text"/>	select	select	select	select	select
7. <input type="text"/>	select	select	<input type="text"/>	select	select	select	select	select
8. <input type="text"/>	select	select	<input type="text"/>	select	select	select	select	select
9. <input type="text"/>	select	select	<input type="text"/>	select	select	select	select	select
10. <input type="text"/>	select	select	<input type="text"/>	select	select	select	select	select
11. <input type="text"/>	select	select	<input type="text"/>	select	select	select	select	select
12. <input type="text"/>	select	select	<input type="text"/>	select	select	select	select	select
			TOTAL TRAINING HOURS THIS PAGE	<input type="text"/>	TOTAL SCORE THIS PAGE	<input type="text"/>	<input type="text"/>	<input type="text"/>

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	<input type="text"/>	Participant's Total Score	<input type="text"/>
Total Training Hours Planned	<input type="text"/>	Maximum Score Possible	<input type="text"/>
% Of Planned Hours Completed	<input type="text"/>	% Of Maximum Score Attained	<input type="text"/>

TRANSITIONAL JOBS WORKSITE PLAN**INSTRUCTIONS FOR COMPLETION AND USE**

Transitional jobs 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) **SKILL ATTAINMENT LEVEL:** Total the participant's score and compare the possible score (ratings of 4 x # of skills possible). This will give you the percentage of skills level attained. In order for the participant to attain a Competency, it is necessary to achieve at least 80% of the total possible score for the sum of the all skills.



Amendment to Transitional Job Worksite Agreement

Original Contract Information

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.

Changes

Effective Date of Change: Choose an item.

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 any content that you want to repeat, including other content controls. You can also insert this control around table rows in order to repeat parts of a table.

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

Enter any content that you want to repeat, including other content controls. You can also insert this control around table rows in order to repeat parts of a table.

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

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.