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To: WIOA Subrecipients of the Orange County
Development Area

From: Brian Rayburn 
Interim Director

**Subject: Work-Based Learning
Information Notice No. 17-OCDB-21
Supersedes Information Notice 15-OCWDA-01**

PURPOSE

This policy is being issued to establish the parameters and requirements of work-based learning opportunities.

This policy supersedes Information Notice 15-OCWDA-01.

REFERENCES

- Workforce Innovation and Opportunity Act (WIOA) Sections 3(44), 129 (c)(2)(C); 129 (c)(4)
- Workforce Innovation and Opportunity Act; Final Rule 20 CFR 681.480, 681.590, 681.600, 681.610 and 681.700; August 19, 2016
- DOL Training And Employment Guidance Letter (TEGL) 23-14
- Workforce Investment Act of 1998, Sections 181(4) and Section 188

EFFECTIVE DATE

This policy is effective immediately upon issuance.

BACKGROUND:

Work-based learning provides the participants with opportunities for career exploration and skill development. There are different types of work-based learning opportunities available:

Registered Apprenticeship – Employer-driven, “learn while you earn” model that combines on-the-job training with job-related instruction in curricula tied to the attainment of industry-recognized skills standards. The on-the-job training is provided by the employer who hires the apprentice, although some employers also provide the job-related instruction.

Pre-Apprenticeship – Program designed to prepare individuals to enter and succeed in a registered apprenticeship program, which includes:

- Training and curriculum that aligns with the skill needs of employers in the economy of the State or region
- Access to educational and career counseling, and other supportive services



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 Community Services

- Hands-on, meaningful learning activities that are connected to education and training activities, such as exploring career options, understanding how skills acquired through coursework can be applied to a future career
- Opportunities to attain at least one industry-recognized credential; and
- A partnership with one or more registered apprenticeship programs that assists in placing individuals who complete the pre-apprenticeship into a registered apprenticeship program

Work Experiences and Internships – Planned, structured learning experience that takes place in a workplace for a limited period of time. Work experiences or internships may be paid or unpaid, as appropriate and consistent with other laws, such as the Fair Labor Standards Act. A work experience or internship may be arranged within the private for-profit sector, the non-profit sector, or the public sector.

Work experiences must include an academic and occupational education component. Types of work experience may include summer employment opportunities and other employment opportunities available throughout the school year, pre-apprenticeship programs, internships and job shadowing, and on-the-job training opportunities as defined in WIOA Section 3(44) and in §680.700.

The required academic and occupational education (e.g., workforce preparation activities, basic academic skills, and hands-on occupational skills training) must be taught within the same timeframe and connected to training in a specific occupation, occupational cluster, or career pathway [WIOA Section 129 (c)(2)(E) and 20 CFR Section 681.640].

Transitional Jobs – Transitional jobs are a type of work-experience local boards may provide under WIOA, and are considered an individualized career service. Transitional jobs are time-limited and wage-paid work experiences that can be subsidized up to 100 percent. These jobs are in the public, private, or nonprofit sectors.

On-the-Job Training (OJT) – OJT provides reimbursements to employers to help compensate for the costs associated with skills upgrade training for newly hired employees and the lost production of current employees providing the training (including management staff). OJT training can assist employers who are looking to expand their businesses and who need additional staff trained with specialized skills.

Customized Training – Customized training is designed to meet the specific requirements of an employer or group of employers with the commitment that the business or businesses employ an individual(s) upon successful completion of the training. In most instances, the business must pay for a significant portion of the cost of training, as determined by the Local Workforce Development Board (WDB).

Incumbent Worker Training – Incumbent Worker training is designed to meet the needs of an employer or group of employers to retain a skilled workforce or avert layoffs. Incumbent Worker training can be used to either:

- Help avert potential layoffs of employees; or
- Obtain the skills necessary to retain employment, such as increasing the skill levels of employees so they can be promoted within the company and create backfill opportunities for new or less-skilled employees.

Unlike other trainings, employers, instead of individuals, must meet the local eligibility criteria to receive funds for training their workforce. In most circumstances, incumbent workers being trained must have been employed with the company for at least six months. Employers who receive these funds are required to meet requirements for providing the non-federal share of the cost of the training.

For additional requirements regarding Transitional Jobs, On-the-Job Training (OJT), Customized Training, and Incumbent Worker Training, refer to Information Notice OCWDB-15-04 (WIOA Training Services Policy).

POLICY AND PROCEDURES

General Requirements for Work Experience, Internships, Transitional Jobs

1. Worksites

- a) Worksite selection shall be based on Orange County's in-demand industry sectors.
- b) Each worksite shall not have more than five (5) participants, concurrently, without prior approval from OCDB.
- c) A pool of worksites shall be developed and maintained to provide a wide range of training opportunities to the participants and enhance their skills development.
- d) A list of worksites, with the following information, shall be maintained:
 - i. Name and address of employer/worksite
 - ii. Name, position title, email address and phone number of supervisor
 - iii. Status: Active, In Progress, or Inactive
 - iv. For active worksites:
 - Name of participants placed
 - Cumulative number of actual hours completed
 - Actual Start Date and Anticipated/Actual End date
- e) **Pre-Evaluation of Worksites**

Service providers shall develop a pre-evaluation tool to determine the appropriateness of utilizing the employer for work experiences. The evaluation components should include provisions of the worksite agreement such as safety, labor law requirements, status of layoffs, etc. In addition, it should

evaluate age appropriateness and level of exposure to work readiness and job skills, type of supervision available, as well as review the previous work experience placements at the same location.

Potential worksite employers should also demonstrate a commitment to helping participants receive the experience and training needed to meet their goals. As part of participation, these employers should be willing to work closely with Provider staff, especially since participants have barriers to employment. Proper worksite supervision should be one of the factors that are reviewed prior to placement of the participant in the activity.

2. Worksite Agreement

- a) A worksite agreement shall be fully executed before a participant is allowed to start.
- b) A work site agreement template provided by the OCDB shall be used.
- c) At minimum, the work site agreement shall provide the following:
 - i. Names and contact information of all parties
 - ii. Names and titles of all employer staff authorized to sign the participant's timesheet
 - iii. Responsibilities and expectations of the participant, the Worksite/Employer and Provider staff
 - iv. The job title, wage, detailed list of specific skills to be learned, timeline and benchmarks to be achieved, weekly schedule, and number of hours to be completed by the participant
 - v. Identification of the legal requirements that must be met, including worksite safety requirements
 - vi. Statement informing the worksite that they may be subject to worksite monitoring by both the local and State representatives, as well as regular visitations by Provider staff
 - vii. Provision of termination of the agreement/contract for non-performance or failure to meet the requirements of the agreement/contract
 - viii. Non-discrimination and equal opportunity clauses
 - ix. Statement that the activity will not displace employees
 - x. Statement that participants must not be engaged in sectarian activities
 - xi. Other information, relative to the specific activities
 - xii. Signatures and dates from the worksite, participant and Provider staff
- d) Where a waiver of any OCDB policy provisions is needed, OCDB approval of a formal waiver request from the Provider must be secured before any Worksite Agreement is executed.
- e) A copy of the signed Worksite Agreement must be kept in the participant's file.

3. Worksite Monitoring

- a) Active worksites shall be monitored by the service provider at least two times each program year to ensure compliance with the Worksite Agreement.
- b) Results of the monitoring review shall be documented, filed and made available to the OCDB upon request.
- c) Any worksite that demonstrates a pattern of non-compliance shall not continue as a worksite.

4. Timesheets

1. Payroll must be handled by the service providers
2. Payroll must be strictly based on timesheets completed by the participants, reviewed and signed by the Supervisor and duly approved by designated service provider Staff for payment. (See Attachment II – Model Timesheet).
3. All timesheets must be kept in the participant's file.
5. Availability of additional funding may also be cause for changes and/or exemptions to this policy. This determination is made by the OCDB.

Youth Additional Requirements

1. The broad term Work Experience Focus (WEF) shall apply to the following WIOA defined types of work experience which may be paid or unpaid:
 - a) Summer employment opportunities and other employment opportunities available throughout the school year, which shall be termed herein Work Experience (WEX)
 - b) Pre-apprenticeship programs
 - c) Internships and job shadowing
 - d) On-the-job (OJT) training opportunities
2. WEX may include the following elements:
 - a) Instruction in employability skills or generic workplace skills
 - b) Exposure to various aspects of an industry
 - c) Progressively more complex tasks
 - d) The integration of basic academic skills into work activities
3. Formula funds may be used to pay a participant's wages and related benefits for work experience in the public, private, for-profit or non-profit sectors when the

participant's objective assessment and individual service strategy indicate that a work experience is appropriate.

Additionally, formula funds may be used to pay wages and staffing costs for the development and management of work experience. Allowable expenditures beyond wages may include the following:

- Staff time spent identifying potential work experience opportunities.
- Staff time working with employers to develop the work experience.
- Staff time spent working with employers to ensure a successful work experience.
- Staff time spent evaluating the work experience.
- Classroom training or the required academic education component directly related to the work experience.
- Orientation sessions for participants and employers.

4. Spending Requirement:

- a) Service providers must expend at least 30% of their overall WIOA youth funding on WEF activities each program year.
 - b) WEF expenditures may include wages as well as staffing costs for the development and management of WEF. Staffing costs may be included if experience is unpaid.
 - c) WEF expenditures shall coincide with specific WEF budgeted line items and shall be tracked and reported on the monthly service provider invoices.
 - d) OCDB will set the minimum WEF percentage requirement each program year. Dependent upon spending and funding patterns, the minimum WEF requirement may exceed 30%.
4. Provision of WEF service to a participant shall be consistent with the results of the objective assessment and individual service strategy [documented in the Individual Service Plan (ISP)].
5. The duration of the WEX shall not be more than 10 months and shall not exceed 600 hours. A tracking sheet shall be maintained by the Provider to ensure that actual WEX hours do not exceed the allowable limit.
6. The OCDB Director (or designee) may approve WEX waivers of the 600 hour limitation policy. Waiver request must be submitted in writing. Participants may not exceed the 600 hour limit PRIOR to the date of waiver approval.
7. WEX participants' wage level must not exceed the California minimum wage.
8. Special projects may require an exemption to both WEX limitations on hours and wage levels for some or all participants. This determination is made by the OCDB.

MIS CalJOBS Requirements

1. Activities must be coded in CalJOBS using the most appropriate activity codes and indicating corresponding start and end dates.
2. Applicable Measurable Skills Gains must be recorded in CalJOBS upon successful completion of activities.
3. Please refer to EDD Information Notice WSIN13-39 (New CalJOBS Service Codes) and any subsequent updates for reference.

ACTION

Bring this policy to the attention of all affected staff and all relevant parties.

INQUIRIES

If you have any questions regarding this policy, please contact your Contract Administrator (714) 480-6500.

ATTACHMENTS

Attachment I - Agreement/Contract Template
Attachment II - Model Timesheet

WORKSITE AGREEMENT

TOTAL NUMBER OF HOURS: _____ START DATE: _____ END DATE: _____

WEEKLY WORK SCHEDULE (NOT EXCEEDING 40 HOURS):

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY

HOURLY RATE: _____ TO BE PAID BY (NAME OF THE SERVICE PROVIDER)

RESPONSIBILITIES

WORKSITE AGREES TO:

- a) Attend a worksite/employer orientation offered by the Service Provider and understand the goals and expectations of the work experience opportunity.
- b) Read and understand the Work Experience Employer Handbook.
- c) Explain rules, procedures and regulations of the worksite to the participant.
- d) Explain job description and responsibilities to the participant.
- e) Provide training and demonstrations on the work activities and proper use of any equipment utilized.
- f) Provide sufficient workload to the participant during work hours, consistent with the job description and duties specified in this Agreement.
- g) Provide adequate supervision at all times. Provide an alternate supervisor for the participant to report to at all times when designated supervisor is not available.
- h) Review and sign on the participant timesheet as verification of participant’s actual hours worked and attendance.
- i) Monitor work habits and progress of the participant. Provide appropriate feedback to the Service Provider Staff on the progress and performance of the participant.
- j) Notify Service Provider Staff of any problems or circumstances that could potentially lead to an early termination of the contract. In addition, provide notification of any intent to terminate this agreement earlier than what is outlined in this agreement.
- k) Report any work accidents or injuries related to the participant to the Service Provider staff.
- l) Ensure that the participant maintains the designated work schedule, within the defined time frame. Participants are not allowed to accrue overtime, sick leave, or holiday pay.
- m) Provide a performance evaluation of the participant during and upon completion of the work experience, as defined within this agreement.

PARTICIPANT AGREES TO:

- a) Attend a participant orientation offered by the Service Provider and understand the goals and expectations of the work experience opportunity.
- b) Provide best efforts to acquire all necessary skills and to fulfill all work requirements consistent with the job description and duties specified in this Agreement.
- c) Abide by all rules and regulations of the worksite while understanding that failure to do so may result in termination from the program.
- d) Report the actual hours worked on the provided timesheet. (Overtime, sick time, or holiday pay cannot be authorized or accrued.)
- e) Attend all job interviews and/or workshops arranged by assigned Service Provider Staff as coordinated with the Worksite Supervisor.

- f) Communicate with the Worksite Supervisor and Service Provider Staff regarding site progress, problems, tardiness, absences, or any time away from the work site.
- g) Notify the Service Provider Staff immediately of any concerns regarding the work experience placement, or any problems that cannot be worked out with the Worksite Supervisor.
- h) Secure reliable transportation to and from the worksite, including access to child care, when applicable.
- i) Immediately report any personal work accidents or injuries to the Worksite Supervisor and Service Provider staff.
- j) Complete a work readiness evaluation before and after the work experience to determine competency levels upon completion.

SERVICE PROVIDER AGREES TO:

- a) Establish Program eligibility of the participant and determine suitability of the activity based on objective assessment results and individual service plan of the participant.
- b) Provide worksite/employer orientation and participant orientation and explain the goals and expectations of the work experience opportunity.
- c) Explain program requirements to both Worksite Supervisor and participant including civil rights, grievance and complaint procedure, incident reporting, and guidelines.
- d) Ensure that Service Provider staff is assigned to liaise with the worksite supervisor and participant. Provide an alternate Service Provider Staff when designated staff is not available.
- e) Assess and identify any services anticipated throughout the work experience and incorporate those activities into the employment plan.
- f) Maintain regular contact with the worksite supervisors and the participant, in order to provide necessary counseling and address the needs of all parties.
- g) Monitor and evaluate the worksite, work activities, and performance of participant and worksite to ensure that defined activities are completed, and that applicable labor laws are followed.
- h) Pay the participant in an amount computed based on agreed upon hourly rate and actual number of hours worked as verified by the Worksite Supervisor and approved by the designated Service Provider staff.
- i) Review the completed timesheets for accuracy and consistency for all authorized hours worked.
- j) Provide a payroll schedule to participant and worksite supervisor.
- k) Ensure that wages and workers' compensation benefits are provided to the participant.
- l) Notify worksite supervisor and participant of any problems or circumstances that could potentially lead to an early termination of the contract. In addition, provide notification of any intent to terminate this agreement earlier than what is outlined in this agreement
- m) Provide a pre- and post-evaluation (and mid-term, when applicable) to determine the participant's increased level of work readiness upon completion.

GENERAL PROVISIONS

- 1. MAINTENANCE OF EFFORT, LAYOFFS AND RELOCATION:** No currently employed worker shall be displaced by the Participant (including partial displacement such as a reduction in the hours of non-overtime work wages or employment benefits), nor shall the Participant be placed in a job when the Worksite has terminated the employment of any regular employee or otherwise reduced its work force with the intention of filling the vacancy with the Participant. The placement of the Participant under this Agreement may not infringe upon the promotional opportunities of currently employed individuals. No Participant shall be placed in a job if the employer has relocated in the last year and the relocation caused the layoff or termination of any individuals in substantially equivalent jobs.
- 2. POLITICAL/SECRETARIAN ACTIVITIES:** Involvement of the Participant in political or sectarian activities as part of his/her work experience program is prohibited.

3. **UNION:** Participant shall not be placed into a job that is in conflict with a collective bargaining agreement, unless the appropriate bargaining representative has been advised of the proposed activities, and written concurrence has been granted.
4. **DISMISSAL POLICY:** Except for serious violations of Worksite policies, the Worksite WILL NOT dismiss the Participant without contacting the Service Provider and allowing for counseling and corrective action to occur. In the event of dismissal for serious violations, the Worksite must notify the Service Provider immediately.
5. **EEO/NONDISCRIMINATION:** The assurances at 29 CFR 37.20 (a) apply to this Agreement. No person shall be denied employment, excluded from benefits, or suffer discrimination under this Agreement because of race, color, religion, sex, national origin, age, disability, political affiliation or belief, marital status, sexual orientation, citizenship, or solely because of his/her status as a Participant under this Agreement.
6. **DELEGATION/SUBCONTRACTING:** The subcontractor shall not sub-contract or assign training duties under the Agreement.
7. **DISPUTES:** All disputes shall be resolved informally between the Participant, the Worksite, and the Service Provider. If resolution does not occur to the satisfaction of any party, the first step is to use existing grievance procedures, if any, established by the Worksite to resolve disputes with Participants. If the Worksite has no internal grievance procedures or if the dispute remains unresolved, the parties agree to participate in, and be bound by determinations resulting through, the administrative process of the County of Orange/ Orange County Community Resources (OCCR)/Orange County Development Board (OCDB), in lieu of litigation.
8. **TERMINATION FOR CONVENIENCE:** Either the Worksite or the Service Provider may terminate this Agreement with written notice to the other party within fourteen (14) days prior to termination date.
9. **CONTINGENCY OF FUNDING:** This Agreement may remain in force provided funding is available. The loss or disruption of funding shall be cause for termination of the Agreement.

AGREEMENT SIGNATURES

The parties agree to all the terms and conditions in this Agreement by affixing their signatures below. The Participant signature is to acknowledge his/her responsibilities and terms and conditions of this Agreement, and does not imply contractual obligations on the part of the Service Provider and the Worksite.

Print Worksite Supervisor's Name	Signature	Date
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Print Participant's Name	Signature	Date
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Print Provider Staff's Name	Signature	Date
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[For minors, Parent's/Guardian's signature is required.]

Print Parent's/Guradian's Name	Signature	Date
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TIMESHEET SIGNATURE CARD

The supervisor or designee is responsible for reviewing the timesheet to ensure accuracy in recording total hours work, along with providing information on progress.

Supervisor Name (Print or Type)

Supervisor Signature

Date

Alternate Supervisor Name (Print or Type)

Alternate Supervisor Signature

Date

Model Timesheet

Participant's Name	Worksite Name
Address	Address
ID Number	Supervisor's Name
Program Name/Code	Phone Number
Hourly Pay Rate	Alt Supervisor's Name*
Job Title	Phone Number

** Additional employer representatives authorized to sign this timesheet*

Start Date	End Date
Pay Period Start Date	Pay Period End Date

Worksite Supervisor Rating of Employee Performance					
<i>Please circle the appropriate ratings below</i>					
Poor (P) Fair (F) Satisfactory (S)					
Good (G) Excellent (E)					
Job Knowledge	P	F	S	G	E
Work Quality	P	F	S	G	E
Attendance	P	F	S	G	E
Dependability	P	F	S	G	E
Communication/Listening Skills	P	F	S	G	E

Column A	B Date	C Time In	D Time Out	E Number of Hours	F Break (meal)	G Total Hours Worked: (Column E minus F)
Monday						
Tuesday						
Wednesday						
Thursday						
Friday						
Saturday						
Sunday						
Monday						
Tuesday						
Wednesday						
Thursday						
Friday						
Saturday						
Sunday						

Worksite Supervisor Please comment on your work experience participant's progress and performance on the job

Terms and Conditions: All parties certify that the number of hours worked are listed correctly; that the services of this employee were performed per the rating above; and that employer has reported any areas of concern to the Provider representative.
Worksite Supervisor Signature and Date: _____
Provider Staff Signature and Date: _____
Participant Signature and Date: _____