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Effective Date: August 21, 2020
OCWDB Approval Date: July 24, 2019

To: All WIOA Subrecipients of the Orange County
Development Board

From: Carma Lacy
Director of Workforce Development



Subject: Work Experience Policy
Information Notice No. 20-OCWDB-13
Supersedes Information No. 17-OCDB-21, 20-OCWDB-10

PURPOSE

This policy provides guidance on paid and unpaid Work Experience (WEX) for the Adult, Dislocated Worker and Youth programs under Title I of the Workforce Innovation and Opportunity Act (WIOA) and specialized programs.

EFFECTIVE DATE

This policy is effective on the date of issuance.

REFERENCES

- WIOA, Pub. L. 113-128, Sections 129, 134, 181 and 188
- 20 CFR 200 Parts 603, 681.590, 681.600 and 681.610
- Fair Labor Standards Act of 1938, 52 Stat. 1060, 29 U.S.C. 201 et seq.
- CA Education Code (EDC) 49100 - 49183
- CA Labor Code 1286 (c), 1294.1(b), 1299, 1391- 1392
- USDOL, Training and Employment Guidance Letter (TEGL) No. 12-09, Joint Guidance for States Seeking to Implement Subsidized Work-Based Training Programs for Unemployed Workers (January 29, 2010)
- DOL TEGL No. 23-14, WIOA Youth Program Transition (March 26, 2015)
- USDOL, U.S. Secretary's Commission on Achieving Necessary Skills, A SCANS Report for America 2000, (June 1991)
- I.R.S. Revenue Ruling 75-246, 1975-1 C.B. 24, Scenarios distinguish between amounts paid in connection with training-excludable under general welfare exception-and amounts paid in connection with services



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BACKGROUND

A Work Experience (WEX) is a planned, structured, contractual learning experience in a workplace for a limited period of time. A Work Experience is a career service that provides participants with opportunities for career exploration and skill development, must include academic and occupational education concurrently or sequentially, and is linked to a potential career choice.

Definitions

Incentive - Remuneration to participants for successful participation and achievement of expected outcomes as defined in the Individual Education/Employment Plan (IEP).

Individual Employment Plan (IEP) - An individualized career service that is developed jointly by the participant and career planner. The plan is an ongoing strategy to identify employment goals, achievement objectives, and an appropriate combination of services for the participant to achieve the employment goals.

Internship - A system of gaining on-the-job experience by placement in a work environment for a period of time with the goal to build technical and job awareness skills. Internships may be paid or unpaid.

Job shadowing - A short-term unpaid activity which introduces a participant to the workplace and provides exposure to occupational areas of interest to increase career awareness.

On-the-job training (OJT) - Training by an employer that is provided to a paid participant while engaged in productive work in a job that:

1. Provides knowledge or skills essential to the full and adequate performance of the job;
2. Is made available through a program that provides reimbursement to the employer of a percentage of the wage rate of the participant; and
3. Is limited in duration as appropriate to the occupation for which the participant is being trained, taking into account the content of the training, prior work experience of the participant, and the service strategy for the participant.

Transitional Jobs – Transitional jobs are a type of paid work-experience that are time-limited and are designed to enable an individual to establish a work history, demonstrate work success in an employee-employer relationship, and develop the skills that lead to unsubsidized employment. These jobs can be in the public, private, or nonprofit sectors.

Policy and Procedures

A Work Experience must be related to the participant's long-term employment goal. The assessment process and development of the Individual Employment Plan (IEP) helps to identify appropriate worksites for each participant. Work experience should help the participant gain the competencies and experience needed to meet local employer demands. In determining an appropriate length of time, consideration should be given to the skill requirement of the position, the academic and occupational skills level of the participant, prior work experience, and the participant's IEP. The assessment process may identify concerns or issues that should be addressed prior to, or concurrently with a Work

Experience. Service Provider Case Managers must make appropriate referrals if such issues are identified.

Work Experience is designed to promote the development of good work habits and basic work skills for individuals who have never worked, have very limited occupational exposure or have been out of the labor force for an extended period of time. Work Experiences should enable adults, dislocated workers, and youth to gain exposure to the working world and its requirements.

Work Experience is paid or unpaid and may include, but is not limited to, internship and job shadowing. It may be in the private for-profit sector, the non-profit sector or the public sector. It is not designed to replace an existing employee or position. Work Experience wages are paid directly to the Work Experience participant and not the Work Experience employer. Employers are not monetarily compensated. Work experience, including internships, in the private for-profit sector must be structured so as not to appear to be subsidizing private for-profit operations. The work of the participant should not materially impact the profit margin of a private-for-profit company.

Participant Eligibility

All Work Experience participants must meet WIOA program eligibility requirements, be enrolled into the respective WIOA program, and have received an assessment resulting in the development of an IEP that documents the participant's need and benefit of having Work Experience. A Work Experience is not intended for long-term skill building within the occupation, but rather as an entry step for the participant to explore the occupation, develop their skills, gain work history and references. A likely candidate for work experience is a participant who is appropriate for long term employment in a particular industry or occupation but does not have all of the skills or the experience to qualify for entry-level employment in the field. The education component must be documented on the Training Plan, Individual Employment Plan (IEP) and in CalJOBS for those programs that utilize it.

Non-WIOA Funded participants must adhere to the participant eligibility standards as identified by the funding source.

Determining "Trainee" versus "Employee"

Work experience may be paid or unpaid. It is expected that work experience will be paid in most cases and the federal Fair Labor Standards Act (FLSA) will apply in any situation where an employer/employee relationship exists. WIOA participants are subject to the requirements of the FLSA to the extent that the activities performed in the work experience constitute employment.

According to the Wage and Hour Division of the U.S. Department of Labor, Employment Standards Administration, if all of the following six (6) items exist, the work experience can be considered a "training" situation and an employment relationship does not exist under the FLSA:

1. The training, even though it includes actual operation of the facilities of the work experience provider is essentially a training experience similar to a vocational school;
2. The participant is primarily the beneficiary of the experience;

3. Regular employees are not displaced, and the experience is closely supervised/observed;
4. The work experience provider that hosts the experience derives no immediate or significant advantage (and may even be adversely impacted);
5. The participant is not guaranteed a job at the conclusion of the experience; and
6. There is mutual understanding between the participant and the host agency that the participant is not entitled to wages for this time because the activity is essentially a training experience.

If the participant is a "trainee" and an employment relationship does not exist under the FLSA, the FLSA's minimum wage and overtime provisions do not apply to the participant.

If the participant is engaged in the primary operations of the work experience provider and is performing productive work (for example, filing, performing other clerical work, or assisting customers), then the participant is receiving some benefits in the form of a new skill or improved work habits and is unlikely a trainee. If the worksite uses the participant as a substitute for regular full time or part time employees, it is more likely that the participants are employees as opposed to trainees. Also, if the work experience provider would have needed to hire additional employees or require overtime had the participants not performed the work, then the participants are likely employees.

Unpaid Work Experience

Unpaid work experience activity exposes participants to the working environment and an individual does not expect payment for tasks performed. An employer and employee relationship must not exist, which means that all six conditions listed in the Determining "Trainee" versus "Employee" section of this policy letter must be met. The use of unpaid work experience should be limited.

Unpaid work experience may include job shadowing. A participant experiences the work environment to increase career awareness, observe models of behavior on the job through examples, and receives help in making career decisions. Job shadowing can reinforce the link between classroom learning and work requirements. Job shadowing is limited and allows participants to observe only.

If the employer is providing job shadowing opportunities whereby the participant learns certain functions under the close and constant supervision of regular employees, but performs no or minimal work, this type of activity is more likely to be a bona fide training program. However, if the participant receives the same level of supervision as employees, this would suggest an employment relationship.

General Work Experience Requirements

1. Worksites

- Service Providers are to select worksites based on Orange County's in-demand industry sectors;
- Service Providers shall develop and maintain a pool of worksites that provide a wide range of training opportunities to the participants and enhance their skills development;
- The list of worksites shall include the following information:
 - Name and address of employer/worksite

- Name, position title, email address and phone number of supervisor
- Status: Active, In Progress, or Inactive
- For active worksites: name of participants placed, cumulative number of actual hours completed, actual start date and anticipated/actual end date
- Worksites must follow all labor standards in any Work Experience with an employee/employer relationship, as defined by the Fair Labor Standards Act or applicable State law;
- OCWDB Business Solutions in conjunction with Service Providers will identify and evaluate worksites 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 Service 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.

Individuals who have been hired by a worksite and subsequently referred to Service Provider are not to be considered for the Work Experience activity. The worksite should commit to the individual training with the belief that the individual is fully capable of performing the tasks required with little or no assistance.

A Work Experience agreement must not be executed with an employer who has received payments under previous work-based services and the employer has exhibited a pattern of failing to provide a positive Work Experience. This includes those employers for On-the-Job Trainings (OJT) where a participant was not provided continued long-term employment, wages, benefits, and working conditions that are not equal to those provided to similarly situated employees.

2. Worksite Agreement & Work-Based Training Plan

- A worksite agreement shall be fully executed between OCWDB, Service Provider, the host employer, the employer of record and the eligible participant before a participant is allowed to start.
- A worksite agreement template (Attachment I) provided by the OCWDB shall be used.
- A copy of the signed worksite agreement, work-based training plan and timesheets (hard copy and electronically) will be kept in the participant file.
- At minimum, the work site agreement shall provide the following:
 - Names and contact information of all parties
 - Names and titles of all employer staff authorized to sign the participant's timesheet

- Responsibilities and expectations of the participant, the Worksite/Employer and Provider staff
- 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 with the participant as outlined in the Work-Based Training Plan (Attachment II).
- Worksite will regularly submit timesheet of participants
- Worksite will provide regular written evaluation of participants
- Worksite will provide a written job description and responsibilities to participant
- Identification of the legal requirements that must be met, including worksite safety requirements
- 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 Service Provider staff
- Provision of termination of the agreement/contract for non-performance or failure to meet the requirements of the agreement/contract
- Non-discrimination and equal opportunity clauses
- Statement that the activity will not displace employees
- Statement that participants must not be engaged in sectarian activities
- Other information, relative to the specific activities
- Signatures and dates from the worksite, participant and Provider staff
- Where a waiver of any OCWDB policy provisions is needed, a formal waiver request from the Provider must be approved by the Orange County Director of Workforce Development before any Worksite Agreement is executed.

3. Wages and Hour Limits

(These requirements apply to all programs except for the Youth Program and special grant programs as described in the sections below.)

- Worksite placement is limited to a timeframe of three weeks to twelve weeks. The exact duration will be based on appropriation for the participant's employment goals, background and skill level as reflected in the IEP.
- Service Providers shall allow for at least fifteen hours a week of work, but no more than 30 hours and not to exceed 120 hours per month. More than 120 hours in a month will require approval from the Orange County Director of Workforce Development.
- Pay an hourly wage at a rate of pay that meets at least the California minimum hourly wage and at the same rates as similarly situated employees or trainees, subject to the Fair Labor Standards Act
- The maximum allotment for a participant's wage is \$5,500.00. If it is determined necessary for a participant to receive hours or wages exceeding the maximum allotment the Service Provider must request advance approval from the Orange County Director of Workforce Development.
- Service Providers may only use up to 10 percent of adult and dislocated worker formula funds for Work Experience and Transitional Jobs.

- Availability of additional funding may also be cause for changes and/or exemptions to this policy.

4. Worksite Monitoring

- Active worksites shall be monitored by OCWDB staff and the Service Provider at least two times each program year to ensure compliance with the Worksite Agreement.
- Results of the monitoring review shall be documented, filed and made available to the OCWDB, state, or federal staff upon request.
- Any worksite that demonstrates a pattern of non-compliance shall not continue as a worksite.

5. Timesheets

- Participants in a work experience will be hired by the County of Orange Contracted Employer of Record and compensated by Third-Party Employer of Record, unless the Service Provider for the designated contract term has been grandfathered in to use a Third-Party Employer of Record of their choice.
- Third-Party Employer of Record covers a participant's wages, Federal Insurance Contributions Act (FICA) and workers compensation. Work Experience participants do not receive benefits such as health care, 401K, paid-time off, overtime, etc. The employer of record will be responsible for paying all taxes.
- 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 III - Model Timesheet).
- All timesheets must be kept in the participant's file (hard copy and electronically).

6. Work-Based Training Plan

A Work-Based Training Plan shall be completed for every participant prior to starting any Work Experience assignment and will accompany the Worksite Agreement. All Work-Based Training Plan documents will be kept in the participants file.

Requirements specific to WIOA youth programs

A Work Experience is one of the 14 Youth service elements that must be made available to all registered youth and should be offered throughout the program year. Work Experiences are arranged in conjunction with OCWDB Business Solutions, Service Providers, and businesses in the community. A Work Experience is established on an individual basis.

The primary intent of Work Experience is to help the youth understand proper workplace behavior and what is necessary in order to attain and retain employment. Work Experiences should help youth acquire the personal attributes, knowledge, and skills needed to obtain a job and advance in employment. Work Experience can serve as a stepping-stone to unsubsidized employment and is an important step in the process of developing a career pathway. All Work Experiences should expose youth to realistic working conditions and task as much as possible. Service Providers are encouraged to identify a worksite mentor that the participant can meet with on a structured basis, to assist with answering questions and addressing concerns. The mentor should be someone who is comfortable offering guidance,

support and encouragement to develop the competence and characteristics of the participant.

Earn and Learn opportunities

An Earn and Learn program is a specialized occupational skills training program that includes elements required in the WIOA youth program. The program may be done in-person or through a virtual platform. The youth earns a wage when participating in the “live” classes and when completing projects required for the program. A youth is expected to have a “product” upon completion of the Earn and Learn program. Service Providers shall provide participants in the Earn and Learn program up to 600 hours paid at minimum wage, in line with the general youth experience guidelines.

Youth Work Experience Funding Requirements

Service Providers must spend at least 30% of their overall WIOA youth funding, after subtracting the administrative costs, on Work Experience (WEF) activities, including participant wages as well as staffing costs associated with the development and management of Work Experience, even if the Work Experience is unpaid. Allowable expenditures beyond wages may include the following:

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

WEF expenditures shall coincide with specific WEF budgeted line items and shall be tracked and reported on the monthly Service Provider invoices.

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.

WEX participants must be paid at a rate that meets at least the California minimum hourly wage.

The Service Provider must ensure compliance with child labor laws and ensure that youth participants under 18 years old obtain a work permit (unless not required to have one). The employer must possess a valid Permit to Employ and Work and comply with all applicable federal and state child labor laws if the participant is less than 18 years of age. Proof of age and parental consent must be given for both paid and unpaid work experience. See Youth Employment Summary Chart (Attachment IV) for additional information.

Special projects may require an exemption to both WEX limitations on hours and wage levels for some or all participants. The Orange County Director of Workforce Development may approve WEX waivers. Waiver request must be submitted in writing. Participants may not exceed the 600 hour limit PRIOR to the date of waiver approval.

Special Grant Work Experience

Special grant programs may be implemented that require different Work Experience hours and funding levels. If staff are providing case management for a non-WIOA funded Work Experience services (ex. Social Services Agency (SSA) Employment Preparation Program (EPP), Work Experience (WEX) or Vocational Training Program (VTR) funded work experience), it is appropriate to follow the grant requirements and document in the participant case file the staff related cost and the non-WIOA funded contractual requirements.

SSA durational guidelines include:

1. EPP: Paid work experience may not exceed one year; this includes one initial 6-month term, with the option to extend for two additional 3-month terms.
2. WEX: Paid work experience may not exceed a total of 4 months; this includes one 3-month term, with the option to renew for one additional one-month term.
3. VTR: Unpaid work experience may not exceed 12 months; there is no option to renew with VTR.

Case File

Documentation will be kept in the participant's file, which should include, at a minimum, the following items:

1. An assessment and IEP indicating a need for Work Experience;
2. A copy of the agreement between the participant, the worksite or host site and the OCWDB, including the Work-Based Training Plan, and any other attachments to the agreement;
3. Time sheets, attendance sheets and performance records, as appropriate; and
4. Documentation of supportive services received by the participant.

MIS CalJOBS Requirements

Activities must be coded in CalJOBS using the most appropriate activity codes and indicating corresponding start and end dates. Applicable Measurable Skills Gains must be recorded in CalJOBS upon successful completion of activities.

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 at (714) 480-6500.

ATTACHMENTS

Attachment I: Worksite Agreement Template
Attachment II: Sample Work-Based Training Plan
Attachment III: Sample Timesheet
Attachment IV: Youth Employment Summary Chart

ATTACHMENT I

County of Orange OCCR/OCCS

WORKSITE AGREEMENT

Service Provider: _____ **Phone Number:** _____

The term of this agreement is _____, 20() through _____, 20().

This agreement is funded by:

- WIOA
- Temporary Assistance For Needy Families (TANF)
- State of California _____
- County of Orange _____
- City of _____
- Other _____

and authorized through _____ (Funding Source),
 Orange County Community Resources - Community Services(OCCR/OCCS), and
 _____ (Service Provider).

Worksite training activities are designed to provide program participants with exposure to good work habits, job skills and work experience. The worksite agreement should detail the terms and conditions of paid work experience and the expectations of the parties to the agreement. The agreement is between the participant, worksite employer, payroll provider and the program service provider. By accepting this worksite agreement, the parties agree to the terms and conditions below.

One agreement must be filled out for each worksite or department, if there are multiple positions per department provide attached pages with information from section IV. All parts of this worksite are required for completion, including FEIN number.

I. Worksite Organization/Company

II. Worksite/Department Address (if different from section I)

Company: _____

Address: _____

City, State Zip: _____

Contact Person:

Title: _____

Phone: _____

Email: _____

Department Name: _____

Address: _____

City, Sate, Zip: _____

of Trainees Requested: _____

FEIN: required _____

III. Type of Organization Non - Profit Government Agency Private Business Other

IV. Position Information

Position/Title	# Requested	Days/Week	Hours	Supervisor	Phone #

Description: The **duties** to be performed by the program participant, and the **skills** to be taught for the position listed above.

Duties to perform: _____

Skills to be taught: _____

Any special requirements to fulfill employment expectations (be specific): _____

V. Union Concurrence Non-Applicable Applicable (if applicable, complete the section below)

Program using worksite(s) where collective bargaining or working agreements exist must have written concurrence of the labor organizations and employer. The undersigned representative of the collective bargaining agency concurs in the use of this worksite for the sole purpose of providing work experience to program participants through the OCCR/OCCS.

As the representative of Local # / Union Name _____ I hereby submit my concurrence to the OCCR/OCCS Worksite.

Representative Name Representative Signature Date

IV. The Organization and Department(s) named on page 1, agree to the following assurances and conditions:

1. The OCCR/OCCS Service Provider (in conjunction with the payroll provider policies) shall provide orientation to each worksite supervisor covering the program requirements prior to the program participant referral or the actual program participant beginning work on the site.
2. The service provider and worksite shall provide job orientation to all program participants as related to work policies, job safety, and job expectations. The work policies, job safety, and job expectations for program participants must be the same as for non- program workers at the site.
3. The worksite supervisor must complete and submit a mid-evaluation and final evaluation for each program participant to the service provider.
4. The OCCR/OCCS payroll provider shall pay a wage to the program participant. The wage to be paid will be state minimum wage rate. Exceptions to the minimum pay wage will be considered based on specific program policies. This is a training position for which the intent is to provide work experience and exposure to the world of work. Each worksite supervisor shall maintain an accurate record of time and attendance of each program participant to be recorded on the time sheet. The time sheets will be signed by both the program participant and the worksite supervisor and will be submitted to the service provider weekly. Electronic timesheet signatures are acceptable.
5. The worksite shall provide sufficient work to occupy the program participant's work hours and shall provide sufficient equipment and/or materials to enable the program participant to carry out the work assignments.
6. Program participants will be paid only for actual hours worked.
 - Youth Program participants are limited to no more than __ total **program hours if they are between the ages 14-17, and no more than __ total program hours if they are between the ages of 18-24.** This includes the amount of time a participant spent in paid-work readiness and financial literacy trainings.
 - WIOA Adult/DW program participants are limited to no more than _____ total hours of paid-work experience training.
 - SSA WEX/ EPP program participants are limited to no more than _____ total hours of paid-work experience training.

- Other/ special program participants are limited to no more than _____ total hours of paid-work experience training.

Worksite supervisors will be expected to track time worked. **Participant time worked in excess of the agreed hours will be paid by or reimbursed by the worksite. The Service Provider and worksite shall ensure that youth does not exceed the total contracted hours of employment as listed. Failure to do so will result in the Service Provider assuming both legal and financial responsibility for the payment of wages, taxes and all other employment related matters for hours worked beyond contracted terms.** This is a training position; therefore, no pay will be given for holidays. **Overtime work is not allowed.**

7. Program participants are covered under the Worker's Compensation policy of the OCCR/OCCS payroll provider during the contracted hours. On the job injury reports will be completed by the program participant, supervisor, and authorized worksite official and submitted to the Service Provider and OCCR/OCCS payroll provider. All job injuries must be reported within 24 hours of the injury occurrence to the Service Provider and payroll provider in order for medical claims to be processed for worker's compensation and to OCCR/OCCS within 48 hours of the injury occurrence.
8. Worksite supervisors and/or Service Provider shall provide counseling to those program participants who may be experiencing unsatisfactory performance. The worksite supervisor shall notify the participants' service provider prior to any disciplinary action.
9. The worksite shall assure that all work is conducted in a safe and sanitary drug free environment and shall assure that all program participants are supervised on a full-time basis by a qualified supervisor.
10. OCCR/OCCS, the service provider, the payroll provider and the worksite shall adhere to all applicable Federal, State, and Local labor laws, including minor labor laws if the participant is less than 18 years old.
11. OCCR/OCCS's payroll provider will maintain general liability insurance coverage and will hold harmless OCCR/OCCS, OCCR/OCCS 's Service Providers, and worksites except to the extent that damage is caused by the willful misconduct of either OCCR/OCCS, its Service Providers, or worksites.
12. The Service Provider shall inform the program participant of grievance procedures, equal pay, and non-discrimination assurances prior to worksite placement. The worksite shall not, in any manner or for any reason, discriminate against any program participant.
13. The worksite shall, upon request of the Service Provider and/or OCCR/OCCS, release the program participant for attendance at labor market orientations, career orientations, job readiness training, or other program activities.
14. The worksite assures that any program participant will not displace currently employed workers. The participants' work experience cannot result in a reduction of hours for permanent employees.
15. The worksite must provide a safe, healthy work environment for all program participants. The OCCR/OCCS and the payroll provider reserve the right to deny a worksite based upon unsafe work environment and/or assigned job duties.
16. The Service Provider in partnership with the worksite shall ensure that program participants will not be placed at worksites dealing with the maintenance or upkeep of religious institutions or where religious activities are conducted at any time. Instruction and participation in religious activities are also prohibited.
17. The Service Provider in partnership with the worksite shall ensure that program participants do not engage in political/lobbying, union or fundraising activities during work hours.
18. The Service Provider in partnership with the worksite shall prohibit program participants from being supervised by a member of their family, or anyone with a direct or conflicting relationship with the participant.
19. The Service Provider in partnership with the worksite shall make all worksite records and personnel available for onsite monitoring by Federal, State and OCCR/OCCS and will retain the records in accordance with federal and state regulations.

20. The Service Provider in partnership with the worksite shall provide and obtain acknowledgement ensuring a work environment free from harassment or discrimination of any kind.
21. The Service Provider in partnership with the worksite shall clearly post Work Permits and Emergency Contact Information in the program participants' work areas, as well as display all federally regulated postings. Copies of the Emergency Contact Information must accompany the program participant when they work off-site.
22. The terms of this agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever, except by written instrument/notification from the OCCR/OCCS and signed by all parties.
23. If the worksite is negligent in responsibilities agreed to in this document, the site:
 - a. May not be used at a future date, and
 - b. May be held legally and financially responsible for disallowed costs identified by government auditors or monitors.
24. Service Provider must maintain a copy of this worksite agreement for each participant who worked at this site.

Supervision: Each program participant must have a designated supervisor and alternate supervisor. These supervisors shall be identified on the Participant Roster that will be provided to the program participant prior to the first day of work.

All worksite supervisors must be experienced in the work to be performed. Worksite supervisors are to encourage good working habits and positive attitudes about work. Supervisors are required to complete the participant evaluation form prior to the last day of the work experience/internship; review the evaluation with the participant and provide a copy of the evaluation to the service provider.

It is the responsibility of OCCR/OCCS and/or the Service Provider to orient each worksite supervisor to the program requirements; assure his/her attendance at a supervisor's orientation prior to the placement of participants at the worksite and to provide the supervisor with appropriate written materials necessary to perform his/her duties, including a copy of this agreement.

Program Eligibility: The program participant must be determined eligible and suitable for participation as required by the funding source, awarding agency and by OCCR/OCCS prior to beginning the work experience.

We have read the worksite agreement and agree to abide by all applicable assurance and conditions.

Name of Authorized Signer for Worksite

Signature of Authorized Signer for Worksite

Date

Name of Service Provider Site Manager

Signature of Service Provider Site Manager

Date

Name of Authorized Service Provider Case Manager

Signature of Authorized Service Provider Case Manager

Date

Name of Authorized Employer of Record Representative

Signature of Authorized Employer of Record Representative

Date

Name of Participant

Signature of Participant

Date

Attachment A:

Employer of Record Agreement

(Employer of Record Name), will serve as the employer of record for the above stated program; and as employer of record, will assume all insurance and tax withholding liabilities including Workers' Compensation, Unemployment Insurance, General Liability, Federal, State, and Local tax withholding for the youth participants.

As the employer of record **(Employer of Record Name)**, requires the following information for each worksite: Name, address, contact person, contact number, FEIN, worksite description, participant job description, and tentative working schedule.

As a worksite you agree to adhere to all Federal, State, and local labor laws, the standards outlined in the agreement with the respective community-based service provider, the standards outlined by OCCR/OCCS to maintain safe working conditions, and to report within 24 hours any known injuries or incidents to the respective community-based service provider/vendor involving youth participants being paid by **(Employer of Record Name)**.

Furthermore, _____ (Worksite) assumes and agrees to indemnify and hold harmless **(Employer of Record Name)**, related companies, parent companies, subsidiaries, divisions and all of their respective officers, agents, directors and employees from any and all liability and expenses (including attorneys fees) with respect to any claims, demands, causes of action, suits, losses, liabilities and/or lawsuits for any and all damages or losses to property (including cash or other valuables) or injury to any person by whomsoever such claims may be asserted, including specifically but without limitation, employees of **(Employer of Record Name)**, employees of Client, entities for which client performs work, and members of the general public arising from the use of **(Employer of Record Name)**, temporary employees who were referred by Client. This agreement shall not apply to workers' compensation and/or unemployment claims filed by **(Employer of Record Name)**.

By signing below, I acknowledge and agree to comply with the terms and conditions as described above,

Authorized Worksite Representative Signature

Date

Service Provider Signature

Date

Employee of Record Signature

Date



ATTACHMENT II WORK-BASED TRAINING PLAN

Participant: _____

EMPLOYER: _____

SUPERVISOR(S): _____
(AUTHORIZED TO SIGN TIME SHEETS)

PHONE #: _____

OCCUPATION: _____

O*NET CODE: _____

WAGE: \$ _____ HOURS PER WEEK: _____

Work Experience START DATE: _____

Work Experience END DATE: _____

List work elements, skills, duties and tasks for which the client will receive training or perform during the hours listed above. Use additional pages if required.	Initial Skills	
	Yes	No
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		

INSTRUCTIONS: Complete each section of summary by providing appropriate information. Worksite supervisor(s) please list all individuals that have authorization to sign the time sheets. Job duties should relate to the actual duties, work elements and skills required of that job that the client will be doing. Use only those lines necessary to list the actual job duties; not all lines need to be used. Mark Initial Skills yes or no depending on the client's skill level at the time the client is placed at the worksite. Initial Skills are provided to assist the Administering Agency in tracking job specific skills competency attainment. Attach one copy of the training summary to the Work Experience agreement. Give one copy to the supervisor and place one copy in the client's file. If more than one supervisor is identified, photocopies of the training summary may be made and distributed accordingly.



ATTACHMENT III: 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

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

Worksite Supervisor Rating of Employee Performance
 Please circle the appropriate ratings below
 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

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; 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: _____



Attachment IV YOUTH EMPLOYMENT SUMMARY CHART

	Ages 16 and 17 Must have completed 7th grade to work while school in session.	Ages 14 and 15 Must have completed 7th grade to work while school in session
SCHOOL IN SESSION*	4 hours per day on any schoolday** 8 hours on any non-schoolday or on any day preceding a non-schoolday. 48 hours per week Work Experience Education (WEE) students may work more than 4 hours on a schoolday, but never more than 8.	3 hours per schoolday outside of school hours 8 hours on any non-schoolday 18 hours per week and must be outside schoolhours. WEE students may work during school hours and up to 23 hours per week.
SCHOOL NOT IN SESSION	8 hours per day 48 hours per week	8 hours per day 40 hours per week
SPREAD OF HOURS	5 a.m. – 10 p.m. However, until 12:30 a.m. on any evening preceding a nonschoolday. WEE students, with permission, until 12:30 a.m. on any day	7 a.m. – 7 p.m., except that from June 1 through Labor Day, until 9 p.m.
SCHOOL ATTENDANCE	Not required if a high school graduate or has a certificate of proficiency.	Must attend school full-time unless a high school graduate or equivalent.
WORK PERMIT	Required unless a high school graduate or equivalent	Required unless a high school graduate or equivalent.

<https://www.dir.ca.gov/dlse/MinorsSummaryCharts.pdf>

The U.S. Department of Labor considers the phrase "when school is in session" to mean the scheduled schooldays of the public-school system in the county where the minor resides. A school week under federal standards is any week during which school is in session for at least one day. Thus, school is considered in session during any week that has at least one scheduled school day. Since the school session is derived from the schedule for the county's public schools, school may be considered in session for a minor who attends a private school that is closed during the summer if the public schools are in session at that same time.

**A "school day" is any day that the minor is required to attend school for 240 minutes or more.