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**Date:** February 20, 2013

**To:** Program Managers, SETA-Funded WIA/ARRA Service Providers,  
Site Supervisors, Sacramento Works Career Centers (SWCCs)

**From:** Kathy Kossick, SETA Executive Director

**RE:** Subsidized Employment/Work Experience (WEX)

**WIA Directive #IS 21-09, Revision 2**

**Purpose:**

Work Experience is a planned, structured learning experience that takes place in the public, private, or non-profit sector for a limited period generally not exceeding 300 hours for Youth and 1,000 hours for Adults. Work Experience is for participants who need assistance in becoming accustomed to basic work requirements. It should promote the development of good work habits, basic work skills, soft skills, and job retention skills..

**Acquiring Necessary Skills:**

Participant appropriateness for entry into Work Experience is determined during the assessment process and will be included in the Individual Employment Plan (IEP). This assessment should show a clear linkage between the anticipated Work Experience and potential improvement in the participant's employability.

Participants will be better prepared to enter the labor market if they possess basic academic skills, the ability to communicate, to adapt to new situations, and to solve problems. While these and other related skills are not technical skills, they have everything to do with long-term success in the job.

**Skills Needed Today:**

\*Foundation skills needed by most occupations in growth industries:

- Active Listening
- Learning Strategies
- Time Management
- Coordination
- Social Perceptiveness
- Mathematics
- Critical Thinking
- Reading Comprehension
- Speaking

\*California's Strategic Vision for Implementation of Employment & Training Provisions of the ARRA for July 1, 2009 - June 30, 2010

***“Preparing People for Success: in School, in Work, in Life”***

## **Work Site Selection:**

In identifying potential Work Experience sites, ensure that the employer is fully aware of the requirements of the Workforce Investment Act and the CalWORKS program. The employer should be made aware that Work Experience is a supervised activity and all employer staff members who may be responsible for participant supervision and guidance must be knowledgeable of the program's requirements. Attention must be given to ensure that WEX arrangements do not negatively affect current employees and do not impair existing contracts for services or collective bargaining agreements. In addition, the work of participants must not replace the work of employees who have experienced layoff. (45 CFR 400.81, 20 CFR 667.270, and SETA Policy)

WEX agreements must target industries with employment opportunities available in the local area. (SETA Policy)

Labor standards apply in any work experience where an employee/employer relationship, as defined by the Fair Labor Standards Act, exists.

SETA funds must not be used to directly or indirectly assist, promote, or deter union activities. (20 CFR 663.70 and SETA policy)

No SETA funds shall be utilized by program operator or employers to provide financial assistance for any program that involves political activities. (WIA §188; 20 CFR 667.266 and 275; 29 CFR 37.6 and SETA Policy)

A WEX agreement for sites that are funded in any part by Sacramento Employment and Training Agency must be pre-approved by SETA. (SETA Policy)

No SETA funds shall be used to support any religious or anti-religious activity. There will be no employment or training of trainees in sectarian activities. No SETA-funded trainee or employee may perform any activities that would benefit or be associated with any religious activity. (WIA 188 (a) (3); 667.266 and 667.275; 29 CFR 37.6 (f) and SETA Policy)

For WEX agreements where a waiver of any SETA Policy will be needed, a written waiver request **must** be submitted to SETA's monitoring unit for approval prior to execution of the agreement with the employer. All waiver requests must be justified fully and concisely. Each waiver will be approved or denied on a case-by-case basis. (SETA Policy)

Labor standards apply in any work experience where an employee/employer relationship, as defined by the Fair Labor Standards Act, exists.

SETA staff must log each worksite agreement on the Work Experience Tab of the 2013 Work Experience Contract Log. Program operators must submit to SETA's Monitoring Unit, within the first quarter of funding, a list delineating at least 50% of all work sites required to serve the number of planned first quarter WEX participants for SETA review/approval (Attachment A). SETA reserves the right to deny the use of a work site based on experience or if otherwise determined inappropriate.

The work site list must contain the following information on each prospective work site:

- Name and address of proposed work site
- Name and phone number of supervisor(s) at each site
- Occupational Titles

- Number of participants to be placed at work site
- Hourly wage
- Length of work experience

Updated work site lists shall be submitted to SETA's Monitoring Unit by Friday at 5:00 p.m., on a bi-weekly basis, thereafter.

The program operator shall not place more than five (5) participants under the direction of one supervisor without prior approval. SETA reserves the right to require a smaller ratio if the situation warrants it.

### **Enrollments:**

Customers can be enrolled into a Subsidized Employment/Work Experience program through a referral from the Department of Human Assistance or through the training providers own recruitment efforts.

DHA has contracted with SETA for subsidized employment/work experience opportunities. Through the contract with SETA, DHA will refer eligible CalWORKS clients to SETA for placement. Exhibit E contains the Department of Human Assistance procedures for referrals.

### **Universal Work Site Agreement:**

SETA staff and/or the program operator shall use the Universal Work Site Agreement developed by SETA (Attachment B). The program operator is responsible for reproduction of required documents.

A copy of each WEX Agreement must be submitted to the SETA program monitor within 10 (10) working days of execution.

### **Payroll:**

Payroll will be completed by the Community College Foundation. Staff/ program operators shall handle payroll for paid work experience and visit the employer weekly to pick up time sheets and drop off paychecks. Frequency of payroll will be bi-monthly. The Sacramento Works WEX time sheet is to be used for all timekeeping and participant evaluations (Attachment C The time sheets **must** contain all required pertinent information in Attachment C.

### **Handbook:**

The Employer/Supervisor Handbook (Attachment D) is an information publication designed for the program operator and work site staff.

### **Links:**

Attachment A: [Work Site List](#)

Attachment B: [Universal Worksite Agreement](#)

Attachment C: [WEX Time Sheet/Evaluation](#)

Attachment D: [Employer/Supervisor Handbook](#)

Date: \_\_\_\_\_

To: \_\_\_\_\_  
*SETA Program Monitor's Name*

From: \_\_\_\_\_  
*Subgrantee name and contact person*

RE: **WIA/Recovery Act Work Experience Work Site List for Review/Approval**

- Initial (50% of all work sites required to serve the number of planned first quarter participants)
- Update (Bi-weekly updates are due by Friday at 5:00 p.m.)

**Proposed Work Site List**

* ✓	<b>Proposed Employer/ Work Site (Name and Address)</b>	<b>Supervisor(s) Name/Phone #</b>	<b>Occupational Title</b>	<b>Supervisor Phone #</b>	<b>Wages per Hour</b>	<b>Average Hours of Training</b>	<b>Total Placements per Site</b>

\* New Work Site  
 ✓ Changes (e.g., supervisor, wages, etc.)

### Proposed Work Site List

* ✓	Proposed Employer/ Work Site (Name and Address)	Supervisor(s) Name/Phone #	Occupational Title	Supervisor Phone #	Wages per Hour	Average Hours of Training	Total Placements per Site

Date: \_\_\_\_\_  APPROVED  WORK SITE DENIED Reason: \_\_\_\_\_

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SETA Staff: \_\_\_\_\_

- \* New Work Site
- ✓ Changes (e.g., supervisor, wages, etc.)

**SACRAMENTO EMPLOYMENT**  
**AND TRAINING AGENCY (SETA)/SACRAMENTO WORKS, INC.**  
**UNIVERSAL WORK SITE AGREEMENT**

PROGRAM \_\_\_\_\_ PHONE NO: \_\_\_\_\_

**WORK SITE INFORMATION:**

EMPLOYER'S NAME: \_\_\_\_\_

**Funding Source:**

- Workforce Investment Act /Recovery Act
- CalWORKs

ADDRESS: \_\_\_\_\_

City State Zip

PHONE NO: \_\_\_\_\_

NAME OF SUPERVISOR: \_\_\_\_\_

- Youth
- Targeted Assistance (TA)
- Refugee Employment Social Services (RESS)
- Other \_\_\_\_\_

**WORK SITE STATUS:**     PUBLIC AGENCY     PRIVATE NON-PROFIT  
 PRIVATE FOR-PROFIT

NAME OF PARTICIPANT TO BE PLACED AT THIS SITE:  
\_\_\_\_\_

**TRAINING INFORMATION:**

JOB TITLE: \_\_\_\_\_

MINIMUM SKILLS REQUIRED: \_\_\_\_\_

TESTING, IF ANY, TO IDENTIFY PROGRESS IN AREA OF SKILL DEVELOPMENT: \_\_\_\_\_

SKILLS TO BE ACQUIRED AT THE END OF TRAINING: \_\_\_\_\_

**ADDITIONAL INFORMATION:**

DO OTHER SETA-FUNDED PROGRAMS HAVE PARTICIPANTS AT THIS SITE?     YES     NO

LIST: \_\_\_\_\_

WAS THIS PARTICIPANT PREVIOUSLY IN ANY SETA-FUNDED PROGRAM(S)?     YES     NO

IF YES, NAME OF PROGRAM(S) UTILIZED: \_\_\_\_\_

IS THIS SITE ACCESSIBLE TO PUBLIC TRANSPORTATION?     YES     NO

DOES THE SITE HAVE ACCOMODATIONS FOR THE DISABLED?     YES     NO

**AGREEMENT:**

THE EMPLOYER AGREES TO WORK WITH THE ABOVE PROGRAM IN PROVIDING WORK EXPERIENCE TRAINING UNDER THE SETA-FUNDED PROGRAM CHECKED ABOVE. APPLICABLE FEDERAL AND/OR STATE REGULATIONS AND SETA POLICIES AND PROCEDURES.

DURATION OF TRAINING: # OF WEEKS: \_\_\_\_\_, # OF HOURS: \_\_\_\_\_ HOURLY RATE: \$ \_\_\_\_\_

START DATE: \_\_\_\_\_ END DATE: \_\_\_\_\_

ADDITIONAL COMMENTS BY EMPLOYER, SUPERVISOR, OR PROGRAM: \_\_\_\_\_

\_\_\_\_\_  
SUPERVISOR'S SIGNATURE    DATE

\_\_\_\_\_  
PROGRAM STAFF'S SIGNATURE    DATE

**SACRAMENTO EMPLOYMENT AND TRAINING AGENCY (SETA)/SACRAMENTO WORKS, INC.****UNIVERSAL WORK SITE AGREEMENT**

Trainee's Name: \_\_\_\_\_ Trainee's Phone #: \_\_\_\_\_ (Home &amp; Emergency)

Work Site Address: \_\_\_\_\_

Supervisor's Name: \_\_\_\_\_ Supervisor's Phone No: \_\_\_\_\_

Alternate Supervisor's Name: \_\_\_\_\_ Alternate Supervisor's No: \_\_\_\_\_

Work Days / Hours: \_\_\_\_\_

**I. WORK SITE SUPERVISOR AGREES TO:**

- a. Familiarize him/her with information provided by sponsoring program including payroll procedures and policies on timesheet completion and timesheet pick-up.
- b. Explain job description and responsibilities to trainee.
- c. Explain worksite rules, regulations, and functions to trainee.
- d. Provide adequate supervision at all times. Ensure that the alternate supervisor is available when regular supervisor is absent.
- e. Afford the trainee the opportunity to upgrade his/her skills training when possible.
- f. Monitor the work habits and progress of trainee.
- g. Assess trainee's progress on a regular basis utilizing the same standards used to assess regular employees and meet periodically with trainee and program staff to discuss results.
- h. Talk to trainee and program staff prior to taking any form of disciplinary action.
- i. Provide safe working conditions and review job safety with trainee. Report any injury or accident to trainee occurring on the job to program staff immediately.
- j. Assure sufficient work to occupy trainee during work hours.
- k. Assure sufficient equipment/ materials to carry out work assignments.
- l. Assure adequate accountability for time and attendance.
- m. For any refugee-funded program, training provided, to the maximum extent feasible, will be in a manner that is culturally and linguistically compatible with refugee's language and cultural background.

**II. TRAINEE AGREES TO:**

- a. Familiarize him/her with all program information provided.
- b. Abide by all rules and regulations of the worksite; understanding that failure to do so may result in termination from the program.
- c. Notify the worksite supervisor and program staff of any pending change in schedule, tardiness, or absence.
- d. Understand that insubordination and/ or excessive tardiness or absence may result in termination from the program.
- e. Report any injury occurring on the job immediately to his/her supervisor and assist in completing workers' compensation claim.
- f. Receive paycheck only for actual hours worked or spent on pre-approved program activities.

**III. SPONSORING PROGRAM AGREES TO:**

- a. Assure that all immediate worksite supervisors and trainees receive program orientations as appropriate to worksite activities.
- b. Assign program staff to trainee and worksite supervisor to act as liaison with the program.
- c. Explain program requirements to trainee and worksite supervisor including civil rights, grievance and complaint procedures, and training guidelines.
- d. Explore vocational and educational opportunities with trainee.
- e. Monitor trainee's progress and discuss evaluation results with worksite supervisor and trainee.
- f. Explain termination process according to program regulations. The program will notify the trainee and the supervisor, in advance, of any pending termination.
- g. Keep worksite supervisor informed on a timely basis of any change in trainee's schedule or status.
- h. Explain payroll procedures to trainee and supervisor and arrange for collection of timesheets.
- i. Assure that applicable child labor laws are observed at the worksite.
- j. Visit the trainee at his/her worksite on a bi-weekly basis, at a minimum.

