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Training
Agency

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Date: August 9, 2019

To: Program Managers, SETA-Funded Youth Service Providers,
Site Supervisors, Sacramento Works Job Centers (AJCCs)

From: Kathy Kossick, SETA Executive Director

RE: Work Experience (WEX)

WIOA Directive WDD 19-4

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. Youth 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.

Local Areas have the flexibility to decide which work experiences are provided as long as the Local Area spends at least 20 percent of their WIOA youth formula allocation on work experience (Title 20 CFR Section 681.620).

Youth formula funds may be used to pay a participant's 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 spent working with employers to develop the work experience, and 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.
- Incentive payments to youth for an achievement directly tied to the work experience.
- Employability skills/job readiness training to prepare youth for a work experience.

Acquiring Necessary Skills:

Participant appropriateness for entry into Work Experience is determined during the assessment process and will be included in the Individual Service Strategy (ISS). 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:

21st Century skills needed by most occupations in growth industries:

- | | |
|----------------------|------------------------------------|
| (1) Active Listening | (5) Critical Thinking |
| (2) Interview Skills | (6) Problem Solving |
| (3) Time Management | (7) Leadership |
| (4) Mathematics | (8) Oral and Written Communication |

Work Site Selection:

In identifying potential Work Experience sites, ensure that the employer is fully aware of the requirements of the Workforce Innovation and Opportunity Act. 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.**

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.

No SETA funds shall be utilized by program operators or employers to provide financial assistance for any program that involves political activities.

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.

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 reserves the right to deny the use of a work site based on experience or if otherwise determined inappropriate.

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:

Youth can be enrolled into a Subsidized Employment/Work Experience program through the WIOA Youth provider's own recruitment efforts.

Universal Work Site Agreement:

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

Payroll:

Staff/program operators shall handle payroll for paid work experience and visit the employer weekly to pick up time sheets and drop off paychecks. (The time sheets **must** contain all required pertinent information in Attachment B). All time sheet changes must be initialed by the Case Manager and the Participant.

Handbook:

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

Links:

Attachment A: [Worksite Agreement](#)

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

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

REFERENCES

- WIOA (Public Law 113-128)
- Title 2 Code of Federal Regulations (CFR) Part 200: “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” (Uniform Guidance)
- Title 2 CFR Part 2900: “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” (Department of Labor [DOL] Exceptions)
- Title 20 CFR Part 681: “Youth Activities under Title I of the WIOA”
- Title 20 United States Code (U.S.C.) Section 1401: “Definitions”
- Training and Employment Guidance Letter (TEGL) 21-16, Third WIOA Title I Youth Formula Program Guidance (March 2, 2017)
- TEGL 8-15, Subject: Second Title I WIOA Youth Program Transition Guidance (November 17, 2015)
- TEGL 23-14, Subject: WIOA Youth Program Transition (March 26, 2015)
- TEGL 19-14, Subject: Vision for the Workforce System and Initial Implementation of the WIOA (February 19, 2015)
- TEGL 12-14, Subject: Allowable Uses and Funding Limits of Workforce Investment Act (WIA) Program Year (PY) 2014 funds for WIOA Transitional Activities (October 28, 2014)
- TEGL 13-09, Subject: Contracting Strategies That Facilitate Serving the Youth Most in Need (February 16, 2010)
- California Education Code (EC) Sections 47612.1, 58500, and 66010
- California Unemployment Insurance Code Section 14209
- Workforce Services Directive

SACRAMENTO EMPLOYMENT AND TRAINING AGENCY (SETA) / SACRAMENTO WORKS. INC.
WORKSITE AGREEMENT

I. WORKSITE INFORMATION:

EMPLOYER'S NAME:

ADDRESS (include City, State, Zip):

PHONE NO: NAME OF SUPERVISOR:

WORKSITE STATUS: ☐ PUBLIC AGENCY ☐ PRIVATE NON-PROFIT ☐ PRIVATE FOR PROFIT

NAME OF PARTICIPANT TO BE PLACED AT THIS SITE:

FUNDING SOURCE:

II. TRAINING INFORMATION:

JOB TITLE:

JOB DESCRIPTION OR ELEMENTS OF TRAINING (SEE ATTACHED JOB SPECIFIC (OCCUPATIONAL) SKILLS ASSESSMENT AND EVALUATION):

MINIMUM SKILLS REQUIRED:

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

SKILLS TO BE ACQUIRED AT THE END OF TRAINING:

III. 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

SACRAMENTO EMPLOYMENT AND TRAINING AGENCY (SETA) / SACRAMENTO WORKS, INC.
WORKSITE AGREEMENT

IV. 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.
WORKSITE AGREEMENT

Trainee's Name:	<input type="text"/>	Trainee's Phone (Home & Emergency)	<input type="text"/>
Worksite Address:	<input type="text"/>		
Supervisor's Name:	<input type="text"/>	Supervisor's Phone:	<input type="text"/>
Alternate Supervisor's Name:	<input type="text"/>	Alternate Supervisor's Phone:	<input type="text"/>
Work Days / Hours:	<input type="text"/>		

I. WORKSITE SUPERVISOR AGREES TO:

- a. Familiarize him/herself 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/herself 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. Return or repay usable books, supplies, and emergency loans to the program upon termination. Trainee's last paycheck may be held until such items are returned or repaid.
- g. 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.

SACRAMENTO EMPLOYMENT AND TRAINING AGENCY (SETA) / SACRAMENTO WORKS. INC.
WORKSITE AGREEMENT

I have read the foregoing and understand my responsibilities in this work experience training activity. As required by applicable federal statutes and regulations, I will comply with the following conditions in the performance of this work experience training activity:

- (1) no currently employed worker shall be displaced by any participant (including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits);
- (2) the activity shall not impair:
 - (A) existing contracts for services; or
 - (B) existing collective bargaining agreements, unless the employer and the affected labor organization concur in writing with respect to any elements of the proposed activities which affect such agreement, or either such party fails to respond to written notification requesting its concurrence within 30 days of receipt thereof;
- (3) no participant shall be employed or assigned, or job opening filled:
 - (A) when any other individual is on layoff from the same or any substantially equivalent job, or
 - (B) when the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under this work experience training activity; or
 - (C) when the employer has caused an involuntary reduction to less than full-time hours of any employee in the same or substantially equivalent job; or
 - (D) which is created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.

I will comply with all applicable federal state and local laws prohibiting discrimination including, but not limited to:

1. The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
3. The Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.);
4. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
5. The Employment, Training, and Literacy Enhancement Act of 1997;
6. The Workforce Innovation and Opportunity Act of 2014;
7. The Refugee Act of 1980, as amended; and,
8. Title IV, Part A, Section 403(a)(5)(J)(iii) of the Social Security Act (42 U.S.C. 601-619).

I will comply with all applicable program legislation and regulatory provisions, together with all other applicable federal and state laws.

Employer's Signature _____ Date _____

Trainee's Signature
Date

Program Staff's Signature

Date

Parent's/Guardian's Signature _____ Date _____
(if trainee is under 18)

JOB SPECIFIC (OCCUPATIONAL) SKILLS ASSESSMENT AND EVALUATION

Employer: _____

Address: _____
(Street, City, Zip Code)

Name of Supervisor: _____

Trainee Work Days/Hours: _____

Trainee's Name	Address	City/Zip	Phone Number
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Sources of Competency Statement:

☐ Dictionary of Occupational Skills
 ☐ Regional Occupational Program Competency Statement
 ☐ Employer Job Description

ELEMENTS OF TRAINING	NUMBER OF HOURS	*WORK RELATED COMPETENCIES 1. Poor - No experience, little knowledge/skill, inadequate skills performance. 2. Fair - Beginning to apply basic concepts on job, practicing basic skills and showing limited proficiency. 3. Good - Grasps most concepts, attempting to increase knowledge and skills used in job beyond basic requirements. 4. Very Good - Understands and applies concepts easily and appropriately, increasing quality of skills performed, able to work independently. 5. Excellent - Consistently works with job concepts, showing a thorough understanding and ability to learn more, high quality of work, ability to work without supervision.				
1.		<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
2.		<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
3.		<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
4.		<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
5.		<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
6.		<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
7.		<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
8.		<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
9.		<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
10.		<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
11.		<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
12.		<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
13.		<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
14.		<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
TOTAL HOURS =						

***NOTE:** A rating of 3, 4 or 5 is considered to be satisfactory skill performance. Participant must be rated good to excellent in 70% of the Elements of Training in order to obtain competency.

 Participant's Signature / Date

 Employer's Signature / Date

 Program Staff Person's Signature / Date



SACRAMENTOWORKS

(Must Be Completed in Ink and NO white out)

Attachment B

Plf Period:

Month/Day/Year to Month/Day/Year

Participant Name:

Last Name First Name

Social Security No:

Worksite:

WEEK 1					WEEK 2				
Day	Out	In	To	Total Hour (Nov...nd)	Day	Out	In	To	Total Hour (Nov...nd)

Hour Key: 15 minutes = .25, 30 minutes = .50, 45 minutes = .75, 1 hour = 1

TOTAL HOURS FOR PAY PERIOD

I hereby certify that this time was used for the purpose indicated and that it has not been faked or tampered with. If it is found that this information is false, it will result in termination from the program with all rights to reemployment. If it is found that this information is false, it will result in termination from the program with all rights to reemployment.

Participant Signature

Signature

PARTICIPANT EVALUATION (Check appropriate column for each item)

	Excellent	Above Standard	Satisfactory	Needs Improvement
Progress on Job	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Attitude/Interest	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Follows Instructions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Punctuality	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Attendance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Working Relationship	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Quality of Work	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:				

I hereby certify that the training has been provided in accordance with the provisions in the Sacramento Works for Youth Worksite Agreement.

Supervisor Signature

Supervisor Name

Work Phone

Date

Provider Signature

Provider Name

Work Phone

Date

WORK EXPERIENCE EMPLOYER/SUPERVISOR HANDBOOK

SACRAMENTO EMPLOYMENT AND TRAINING AGENCY

925 Del Paso Blvd., Suite 100

Sacramento, CA 95815

(916) 263-3800





SACRAMENTOWORKS

Program Provider Contact Information

Organization _____

Contact Name _____

Phone _____

Email Address _____



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I. SACRAMENTO WORKS INTRODUCTION - WORK EXPERIENCE (WEX) PROGRAM

The Sacramento Works Work Experience (WEX) Program is funded under Title I of the Federal Workforce Innovation and Opportunity Act (WIOA) Worksites are in the public, private, and non- profit sector. As a rule, the SETA funded program(s) provides the sites and work projects as well as supervision of the participants' work performance.

General Information and Terminology used in this Handbook:

- Sacramento Employment and Training Agency (SETA): Administrator of the WIOA funds and the One Stop Operator for Sacramento County, known as Sacramento Works (SW) America's Job Center of California (AJCC's).
- Program Provider: Community organizations funded to coordinate the WEX program.
- Case Manager: Also, known as Counselor, Employment Specialist and Coach, provides placement assistance and counseling to participants enrolled in the program.
- Employer/Supervisor: Provides the employment opportunity for participants and worksite supervision.

II. THE SUPERVISOR

A. Role of the Supervisor

The success of the Work Experience Employment Program depends largely upon the site supervisor. The quality of participant work experience may very well affect and/or determine the success they have in future employment.

B. Job Site Orientation

1. Welcome the participant to the worksite; show him/her around; encourage the participant to ask questions.
2. Stress what you expect of the participant in terms of reporting to work promptly and doing the job well.
3. Discuss the rules with participants. Explain the need for safe working habits, discuss safety rules and run youth through safety procedures including evacuation procedures.
4. Post rules and regulations where they can be easily noted.
5. Explain to participant their right to file a grievance. Your participant's assigned program provider should have reviewed all program information, including SETA's grievance procedure with the participant.

C. Responsibilities of the Supervisor

1. Supervise program participants.
2. Coordinate your efforts with program provider staff including case managers, instructors, and crew leaders.
3. Know what to do in case of an accident.
4. Complete timesheets and evaluations accurately.
5. Provide the type of training which enables participants to increase their knowledge and enhance their skill level. Ensure that participant's activities are consistent with the worksite agreement.
6. Comply with the rules and regulations and procedures as communicated to you via program provider staff.

III. CASE MANAGER

A case manager will be assigned to your participant and will provide you with the following services:

1. Orientation to the work experience program.
2. Explanation of required paperwork/forms.
3. Answer questions related to the program.
4. Assistance in reviewing participant timesheets and evaluations.

IV. THE MONITOR

You may receive a worksite visit from a SETA monitor or state representative. Monitors are different from case managers in that their major concern is with the overall program operation in contrast to the case manager's concern which is centered around your participant's individual progress. They will be asking you questions pertaining to the training you are providing and the services you are receiving from the WEX program. Monitors will attempt to be brief to avoid disrupting worksite routine. Each worksite should cooperate fully with the monitoring efforts and provide whatever program information is requested in a timely manner.

V. INFORMATION, DIRECTIONS AND PROCEDURES

A. General Information

1. You and your participants should remember that the program provider staff is always available to help if problems arise. Make certain your case manager's name and phone number are recorded on the cover of this handbook.
2. If a participant is consistently tardy or absent two times, report it to your case manager before a pattern develops.
3. Poor job performance may be related to off-the-job personal problems. If you feel that a participant needs help, he/she should be encouraged to contact the program provider case manager or you may contact the case manager yourself.
4. Be alert and sense trouble before it starts. Seemingly small problems, if unchecked, often become big ones.

B. What to Do in Case of Accidents

1. Render first aid; AND
2. Report all accidents to the program provider immediately -- no matter how minor they may appear to be. All accidents must be reported on the same day they occur and an incident report form (next page) promptly submitted to the program provider.

An injury does not necessarily have to be sustained to qualify for reporting. Any situation where a participant's well-being is at risk constitutes an incident. The participant may be visibly upset about the incident.

You would want to report this to your case manager since all staff is concerned about participants' overall well-being. The case manager can then determine whether the incident requires follow-up. Use your discretion but remember that an injury does not have to occur to be considered an incident.

3. Program providers have workers' compensation to cover on-the-job accidents. This coverage is through the Community College Foundation whom is responsible for the payroll and workers compensation coverage. The procedure and forms for any work-related injury is attached in the Appendix.

SACRAMENTO EMPLOYMENT AND TRAINING AGENCY

Sacramento Works Employment Program

INCIDENT REPORT

Participant Name: _____ Date of Report: _____

Program Operator: _____ Date of Incident: _____

Time of Incident: _____

Program Worksite: _____

Program Case Manager: _____

Worksite Supervisor: _____

Phone: _____

If an incident occurs involving a participant, complete this form and explain in detail the nature of the incident and action to be taken. Forward report to the Program provider within 24 hours of the incident.

C. Breaks and Lunches

Participants working a minimum of five hours are to take at least a 30-minute lunch break which is not to be paid for and is not to be counted in their work hours. The meal break should occur near the middle of the participants' work day.

Participants are also allowed two 10-minute rest breaks (which are paid for and included in their work hours), one break in the morning and one break in the afternoon.

D. Evaluations

As the supervisor, you will be asked to evaluate the skills and growth of the participants working with you. As you assign work to your participants, think about which of the skills you want to develop.

When you explain the assignment or when you evaluate the job, share with the participant how the skills may be relevant and related to other jobs. Help the participant recognize what they have learned or how they have improved.

Participant Progress Report

Evaluations of participants can be a valuable tool for the program providers. The information received provides effective "feedback" for a more objective view in determining the performance rating of the participant.

Results from evaluations should help case managers to identify any barriers that may be obstructing the progress of the participant on the job as well as to appropriately encourage and compliment the participant when he/she is doing well on the job.

- The results of the evaluation should be discussed between you and your participant(s).

E. Activity Limitations

To ensure the integrity of the Sacramento Works WIOA Program, specific regulations pertaining to the prevention of fraud and program abuse, conflict of interest, kickbacks, and nepotism have been instituted.

These regulations, as well as those pertaining to maintenance of effort, political activities, sectarian activities and other restricted activities must be adhered to in order to protect both the participants and the program.

The following is a brief description of important aspects of the fraud and abuse regulations. It is the responsibility of the worksite supervisor to ensure that illegal activities do not occur at the worksite.

In general, fraud includes any deceitful practices and intentional misconduct whereas abuse encompasses improper conduct that may or may not be fraudulent in nature.

The Workforce Innovation and Opportunity Act (WIOA) prohibits organizational or personal conflict of interest among individuals responsible for the awarding of funds under the Act. Kickbacks, the reception or solicitation of gratuities, favors or anything of monetary value from actual or potential subrecipients or contractors, are prohibited under the Act.

Favoritism or discrimination based on political affiliation is illegal. No political activities may be engaged in at any time by participants. Funds under WIOA cannot be used for publicity, lobbying or the solicitation of funds for any political activity or to further the election or defeat of any candidate for office or on behalf of or in opposition to proposed or pending Federal, State or local legislation or administrative action. No religious or anti-religious activities may be supported by WIOA funds.

F. Displaced Worker Restriction

As required by applicable federal statutes and regulations:

1. No currently employed worker shall be displaced by any participant (including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits).
2. The activity shall not impair:
 - (A) existing contracts for services; or
 - (B) existing collective bargaining agreements, unless the employer and the labor organization concur in writing with respect to any elements of the proposed activities which affect such agreement, or either such party fails to respond to written notification requesting its concurrence within 30 days of receipt thereof.
3. No participant shall be employed or job opening filled:
 - (A) when any other individual is on layoff from the same or any substantially equivalent job; or
 - (B) when the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under the work experience training activity; or
 - (C) when the employer caused an involuntary reduction to less than full-time hours of any employee in the same or a substantially equivalent job
 - (D) no jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.

G. What is Sexual Harassment

Sexual harassment means bothering someone in a sexual way. Sexual harassment is behavior that is not only unwelcome but is, in most cases, repeated. Sexual harassment is defined from the victim's point of view, not the harasser's. The goal of sexual harassment is not sexual pleasure, but gaining power over another. Sexual harassment is against the law.

Federal Law - Illegal sexual harassment falls into four categories:

1. **Quid Pro Quo**
A person suggests something will be given in return for sexual favors.
2. **Hostile Environment**
Repeated unwelcome sexual conduct (jokes, posters, statements, behavior) has the effect of "poisoning" the employee's work environment.
3. **Sexual Favoritism**
A supervisor rewards only those employees who submit to sexual demands.
4. **Harassment by Non-Employees**
There is harassment by people outside the company, over whose actions the employer has control or could have control.

California Law defines sexual harassment as the following:

1. **Visual Harassment**
Derogatory posters, cartoon, or drawings; unwanted love letters or notes.
2. **Verbal Harassment**
Derogatory comments or slurs, suggestive or insulting sounds, comments about anatomy or clothes.
3. **Physical Harassment**
Assault, impeding or blocking movement, or any physical interference with normal work or movement, when directed at an individual.
4. **Sexual Favors**
Unwanted sexual advances which make an employment benefit contingent upon an exchange of sexual favors.

SEXUAL HARASSMENT BEHAVIOR PATTERNS

*(Examples based on California Law)

VISUAL HARRASSMENT	VERBAL HARRASSMENT	PHYSICAL HARRASSMENT	SEXUAL FAVORS
WRITTEN Love Poems Love Letters Cards Obscene Poems	UNWANTED Requests for dates Questions about personal life Indecent Comments Dirty/Sexual Jokes Sexually Explicit or Degrading Words	TOUCHING Patting Grabbing Pinching Caressing Kissing Brushing against another's body	POWER RELATIONSHIPS Using position to request dates, sex, etc.
VISUAL Staring Leering Obscene gestures Sexually Suggestive Cartoons Posters/Drawings Magazines Flyers Displaying sexually suggestive objects or pictures	 Name Calling Suggestive or Insulting Sounds Graphic or Verbal comments about another's dress or body Whistling	VIOLATING SPACE Blocking Following Cornering FORCE Rape Physical Assault	THREATS Quid Pro Quo (something is given in return for something else) Demands Loss of Job Selection Process: Demotion Promotion Raise, etc.

*The examples listed above are not meant to be a complete list of behavior

H. Complaint Resolution Procedures

In the event that a disagreement should arise between the site supervisor and the program provider, you should first attempt to resolve the issue with your program provider staff contact. If you are dissatisfied with the outcome of your attempt at resolution with the program provider staff contact, you should then proceed to discuss the matter with his/her supervisor. Most disagreements or complaints can be resolved by discussion at their level.

VI. PAYROLL

SETA Program Providers are responsible for the collection of timesheets and distribution of their paychecks. Program Providers will coordinate a time with the individual employers to retrieve the signed timesheets. The timesheet is attached in the Appendix.

Absences, Holidays, and Time Restrictions

Participants are paid only for the time worked; they are not paid for time missed due to absences or holidays. The participant does not work more than 40 hours per week (the maximum time allowed in any one-week period) or more than 80 hours (the maximum time allowed in any two-week period). Please note: Most program providers only allow 30-hour maximum work weeks.

VII. TERMINATION OF PARTICIPANTS

Only your program provider has the authority to terminate a participant from the program if circumstances warrant dismissal.

Participants may also be transferred by the case manager from one worksite to another without being terminated from the program.

If you feel that a participant under your supervision needs to be transferred from your job site, please discuss that option with the assigned program provider case manager. Part of a case manager's responsibility involves providing the kind of assistance to employers/participants to prevent misunderstandings and keep friction at a minimum.

VIII. MATERIALS YOU SHOULD HAVE AT THE TRAINING SITE

Supervisors must have the following materials available at the training site since case managers as well as SETA and Federal or State monitors may ask to examine these items during site visits:

1. Participant Attendance Record (sign-in and -out sheet/timesheet)
2. Supervisor Handbook
3. Worksite Agreement/Placement Agreement
4. I-9 (Employment Eligibility Verification Form)
5. Time Sheets and Progress Report
6. Incident Report

We hope that your involvement with the Sacramento Works WEX Program proves to be a positive experience. Thank you for your participation.

SACRAMENTO EMPLOYMENT AND TRAINING AGENCY (SETA) / SACRAMENTO WORKS, INC.
WORKSITE AGREEMENT

I. WORKSITE INFORMATION:

EMPLOYER'S NAME:

ADDRESS (include City, State, Zip):

PHONE NO: NAME OF SUPERVISOR:

WORKSITE STATUS: ☐ PUBLIC AGENCY ☐ PRIVATE NON-PROFIT ☐ PRIVATE FOR PROFIT

NAME OF PARTICIPANT TO BE PLACED AT THIS SITE:

FUNDING SOURCE:

II. TRAINING INFORMATION:

JOB TITLE:

JOB DESCRIPTION OR ELEMENTS OF TRAINING (SEE ATTACHED JOB SPECIFIC (OCCUPATIONAL) SKILLS ASSESSMENT AND EVALUATION):

MINIMUM SKILLS REQUIRED:

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

SKILLS TO BE ACQUIRED AT THE END OF TRAINING:

III. 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

SACRAMENTO EMPLOYMENT AND TRAINING AGENCY (SETA) / SACRAMENTO WORKS, INC.
WORKSITE AGREEMENT

IV. 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.
WORKSITE AGREEMENT

Trainee's Name:	<input type="text"/>	Trainee's Phone (Home & Emergency)	<input type="text"/>
Worksite Address:	<input type="text"/>		
Supervisor's Name:	<input type="text"/>	Supervisor's Phone:	<input type="text"/>
Alternate Supervisor's Name:	<input type="text"/>	Alternate Supervisor's Phone:	<input type="text"/>
Work Days / Hours:	<input type="text"/>		

IV. WORKSITE SUPERVISOR AGREES TO:

- a. Familiarize him/herself 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

V. TRAINEE AGREES TO:

- a. Familiarize him/herself 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. Return or repay usable books, supplies, and emergency loans to the program upon termination. Trainee's last paycheck may be held until such items are returned or repaid.
- g. Receive paycheck only for actual hours worked or spent on pre-approved program activities.

VI. 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.

SACRAMENTO EMPLOYMENT AND TRAINING AGENCY (SETA) / SACRAMENTO WORKS, INC.
WORKSITE AGREEMENT

I have read the foregoing and understand my responsibilities in this work experience training activity. As required by applicable federal statutes and regulations, I will comply with the following conditions in the performance of this work experience training activity:

- (1) no currently employed worker shall be displaced by any participant (including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits);
- (2) the activity shall not impair:
 - (A) existing contracts for services; or
 - (B) existing collective bargaining agreements, unless the employer and the affected labor organization concur in writing with respect to any elements of the proposed activities which affect such agreement, or either such party fails to respond to written notification requesting its concurrence within 30 days of receipt thereof;
- (3) no participant shall be employed or assigned, or job opening filled:
 - (A) when any other individual is on layoff from the same or any substantially equivalent job, or
 - (B) when the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under this work experience training activity; or
 - (C) when the employer has caused an involuntary reduction to less than full-time hours of any employee in the same or substantially equivalent job; or
 - (D) which is created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.

I will comply with all applicable federal state and local laws prohibiting discrimination including, but not limited to:

1. The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
3. The Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.);
4. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
5. The Employment, Training, and Literacy Enhancement Act of 1997;
6. The Workforce Innovation and Opportunity Act 2014;
7. The Refugee Act of 1980, as amended; and
8. Title IV, Part A, Section 403(a)(5)(J)(iii) of the Social Security Act (42 U.S.C. 601-619).

I will comply with all applicable program legislation and regulatory provisions, together with all other applicable federal and state laws.

 Employer's Signature

 Date

 Trainee's Signature

 Date

 Program Staff's Signature

 Date

 Parent's/ Guardian's Signature
 (if trainee is under 18)

 Date

JOB SPECIFIC (OCCUPATIONAL) SKILLS ASSESSMENT AND EVALUATION

Employer: _____

Address: _____
(Street, City, Zip Code)

Name of Supervisor: _____

Trainee Work Days/Hours: _____

Trainee's Name	Address	City/Zip	Phone Number
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Sources of Competency Statement:

☐ Dictionary of Occupational Skills
 ☐ Regional Occupational Program Competency Statement
 ☐ Employer Job Description

ELEMENTS OF TRAINING	NUMBER OF HOURS	*WORK RELATED COMPETENCIES				
		6. Poor - No experience, little knowledge/skill, inadequate skills performance. 7. Fair - Beginning to apply basic concepts on job, practicing basic skills and showing limited proficiency. 8. Good - Grasps most concepts, attempting to increase knowledge and skills used in job beyond basic requirements. 9. Very Good - Understands and applies concepts easily and appropriately, increasing quality of skills performed, able to work independently. 10. Excellent - Consistently works with job concepts, showing a thorough understanding and ability to learn more, high quality of work, ability to work without supervision.				
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TOTAL HOURS =						

***NOTE:** A rating of 3, 4 or 5 is considered to be satisfactory skill performance. Participant must be rated good to excellent in 70% of the Elements of Training in order to obtain competency.





 Participant's Signature / Date

 Employer's Signature / Date

 Program Staff Person's Signature / Date

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I am aware that federal law provides for increased fines for false statements or use of false documents in connection with the letting of federal bonds.

I attest, under penalty of perjury, that I am (check one of the following boxes):

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Signature of Employee	Today's Date (mm/dd/yyyy)
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Preparer and/or Translator Certification (check one):
 I declare that the above information is true and correct to the best of my knowledge and belief.
 Signature of Preparer and/or Translator: _____ Date: _____
 Printed Name of Preparer and/or Translator: _____
 Title of Preparer and/or Translator: _____
 Organization: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Telephone: _____
 Fax: _____
 E-mail: _____
 Signature of Preparer and/or Translator: _____ Date: _____
 Printed Name of Preparer and/or Translator: _____
 Title of Preparer and/or Translator: _____
 Organization: _____
 Address: _____
 City: _____ State: _____ Zip: _____
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I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.

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Implement Eligibility Verification
Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS
Form 1-9
OMB N.J. 1511-0046
10-1-15

Section 2. Employer or Authorized Representative Review and Verification

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C. If the employee's previous grant of employment authorization has expired, provide the information for the document or receipt that establishes continuing employment authorization in the space provided below.

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Signature of Employer or Authorized Representative	Today's Date (mm/dd/yyyy)	Name of Employer or Authorized Representative
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ALL documents must be UNEXPIRED

Employers may present a selection from List A or a combination of one selection from List B and one selection from List C.

<p>USTA</p> <p>Documents that Establish Identity and Employment Authorization</p>	<p>USCB</p> <p>Documents that Establish Identity</p>	<p>USTC</p> <p>Documents that Establish Employment Authorization</p>
<p>1. U.S. Passport or U.S. Passport Card</p> <p>2. Permanent Resident Card or Non-Immigrant Registry/Temporary Card (Form 51)</p> <p>3. Foreign passport that contains a biometric 1-551 stamp or 1-551 printed notation on a machine-readable immigrant Visa</p> <p>4. Employment Authorization Document that contains a Machine Readable Zone (Form I-797)</p> <p>5. If a non-immigrant alien authorized to remain for a specific period of time because of his or her status:</p> <p>a. Foreign passport; and</p> <p>b. Form I-94 or Form I-94A that has the following:</p> <p>(1) The name as in the passport and</p> <p>(2) The observation of the officer noting the status as long as the period of extension has not yet expired and the foreign employment is not in conflict with any restrictions or limitations identified on the form</p> <p>6. From the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RM) with Form I-94 or Form I-94A indicating an immigrant admission into the United States and the FSM or RM</p>	<p>1. Driver's license or ID card issued by a state or foreign possession of the United States that includes a photograph and such as name, date of birth, gender, height, eye color, and address</p> <p>2. ID Card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address</p> <p>3. School ID card with photograph</p> <p>4. Voter's registration card</p> <p>5. U.S. Military card or contract</p> <p>6. Military dependent's DCM</p> <p>7. U.S. Coast Guard Merchant Card</p> <p>8. Native American Tribal document</p> <p>9. Driver's license issued by a Canadian government authority</p> <p>For persons aged 18 who are unable to present a document listed above:</p> <p>10. Student record or library card</p> <p>11. Clinic, doctor, or hospital card</p> <p>12. Day-care or nursery school record</p>	<p>1. A Social Security card, unless the card includes one of the following restrictions:</p> <p>(1) NOT VALID FOR EMPLOYMENT</p> <p>(2) VALID FOR NON-VISITATION</p> <p>(3) VALID FOR WORK ONLY WITH DHS AUTHORIZATION</p> <p>2. Proof of birth issued by the Department of State (Form DS-116, DS-1300, FS-545, FS-240)</p> <p>3. Official or certified copy of birth certificate issued by a State, county, territorial authority, or territory of the United States bearing an official seal</p> <p>4. Native birth document</p> <p>5. U.S. Citizen ID Card (Form I-197)</p> <p>6. Identification Card for Use of Resident Citizen in the United States (Form I-179)</p> <p>7. Employment authorization document issued by the Department of Homeland Security</p>

Examples of many of these documents appear in Part 13 of the Handbook for Employers (M-274).

Refer to the instructions for more information about acceptable receipts.



SACRAMENTOWORKS

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SACRAMENTO EMPLOYMENT AND TRAINING AGENCY

Sacramento Works Employment Program

INCIDENT REPORT

Participant Name: _____ Date of Report: _____

Program Operator: _____ Date of Incident: _____

Time of Incident: _____

Program Worksite: _____

Program Case Manager: _____

Worksite Supervisor: _____

Phone: _____

If an incident occurs involving a participant, complete this form and explain in detail the nature of the incident and action to be taken. Forward report to the Program provider within 24 hours of the incident.
