



# DIRECTIVE

Workforce Investment Board of Tulare County

Date: August 14, 2024

## TUL 24-02 Local Policy: Adult and Dislocated Worker Transitional Job Policy and Procedures

APPROVED BY  
WORKFORCE INVESTMENT BOARD  
MINUTES OF 08-14-2024

### EXECUTIVE SUMMARY:

This policy provides guidance and establishes the policy and procedures governing Adult and Dislocated Worker transitional job (TJ) activities funded by Workforce Investment Board of Tulare County (WIB) and Workforce Innovation and Opportunity Act (WIOA) Title I funded Career Services programs.

This policy applies to all WIOA and WIB-funded Adult and Dislocated Worker programs. Should a particular specialized funding stream have requirements differing from this directive, those requirements will be issued in a separate directive, policy memoranda, or within the contract statement of work (SOW).

This Directive contains some WIB-imposed requirements. All WIB-imposed requirements are indicated by ***bold italic*** type.

This Directive supersedes WIB Directive TUL 18-03, Local Policy: Adult and Dislocated Worker Transitional Jobs Policy and Procedure. Retain this Directive until further notice.

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### REFERENCES:

- WIOA (Public Law [113-128](#)) Section 3 (24)(A-N), Section 134 (d)(5)
- [Title 20 Code of Federal Regulations \(CFR\) Subpart A, sections 680.140, 680.190, 680.530-680.830, 680.840, 680.900 and 683.900](#)
- Training and Employment Guidance Letter (TEGL) No. [19-16](#) Guidance on Services provided through Adult and Dislocated Worker Program under the Workforce Innovation and Opportunity Act (WIOA) and the Wagner-Peyser Act Employment Service (ES), as amended by title III of WIOA, and for Implementation of WIOA Final Rules

- Employment Development Department (EDD), Workforce Services Directive WIOA Training Expenditures Requirement, [WSD 18-10](#)
- EDD Information Notice [WSIN 17-22](#), Barriers to Employment and LGBT Data Collection, January 10, 2017,
- [Department of Industrial Relations-Minimum Wage](#).
- WIB Directive [TUL 17-02](#) WIOA Title I Adult, Dislocated Worker and Youth Supportive Services Policy

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## **BACKGROUND:**

A transitional job meets the definition of a training service provided in WIOA Section 134 (c)(3)(D) for eligible Adult, Dislocated workers, and, in certain cases, specialized populations. This policy establishes the criteria and the process by which transitional jobs will be applied within WIOA regulations, Employment Development Department Directives, and local policy.

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## **POLICY AND PROCEDURES:**

### **Participant Eligibility Criteria**

*The WIB has set the following criteria for an individual to qualify for a transitional job:*

- *Eligible for WIOA Adult or Dislocated Worker program;*
- *Determined to be an individual with a barrier to employment (see Individual Barriers to Employment section); and*
- *Has a history of chronic unemployment and/or an inconsistent work history.*

*If a participant is enrolled in a specialized grant that has transitional job funding, subrecipients must determine eligibility based on the specialized grant requirements outlined in the SOW.*

*Chronically unemployed and/or having inconsistent work history is defined as:*

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

### **Individual Barrier to Employment:**

The term "individual with a barrier to employment" means a member of one or more of the following populations ([WIOA Sec. 3 \(24\)\(A-N\)](#)):

- Displaced homemakers;
- Low-income individuals;
- American Indians, Alaska Natives, and Native Hawaiians;
- Individuals with disabilities, including youth with disabilities;
- Older Individuals (age 55 or older);
- Ex-Offender;
- Homeless individuals;
- Youth who are in or have aged out of the foster care system;

- Individuals who are English language learners, individuals who have low levels of literacy and individuals facing substantial cultural barriers;
- Eligible migrant and seasonal farmworker;
- Individuals within 2 years of exhausting lifetime eligibility under part A of the Title IV Social Security Act;
- Single parents (including single pregnant women);
- Individuals who voluntarily disclose their transgender identity or gender nonconforming individuals by selecting "other groups" are determined by the Governor to have barriers to employment.

**A transitional job must be combined with ([20 CFR 680.150](#) and [20 CFR 680.900](#)):**

- Comprehensive career services and supportive services;
- Comprehensive assessment to identify barriers to employment, chronic unemployment, or inconsistent work history;
- Resources to address identified barriers; and,
- If applicable, other requirements for specialized grants as outlined in the SOW.

**Priority of Service**

***Priority of service for veterans and eligible spouses of veterans requires program subrecipients to give first consideration for participation in a program to those veterans and eligible spouses who meet the eligibility criteria for the WIOA Adult or Dislocated Worker program ([WIB TUL 22-01](#) or most current directive).***

**Supportive Services**

A transitional job must be combined with comprehensive assessment and supportive services. The subrecipients are required to provide the resources necessary to enable participation in career and training services. Service may include but is not limited to transportation assistance, educational testing, interview attire, appropriate work attire, and work-related tools. Refer to the WIB's most recent supportive service directive for further guidance.

**Subsequent Training Request Policy**

***A request is required for individuals who previously received a transitional job or other training under current or previous WIOA applications. The subrecipient is required to assess the alignment of the subsequent training with the participant's identified interests and career objectives to determine its justification. If the subrecipient deems the request reasonable, they must submit a request to the designated WIB Program staff assigned to the subrecipient's service delivery area prior to the development of the transitional job.***

**Submission of Subsequent Training Request**

***To request a subsequent transitional job, the subrecipient must complete and submit the attachment E- Request Form (WIB Form 24-05) and the attachment B- Transitional Job Worksite Plan (WP) (WIB Form 24-07) to the WIB Program Staff.***

***In the following situations, submission of subsequent transitional job or training requests is not required:***

- ***If the participant's subsequent transitional job training is a result of successfully completing an individual training account (ITA) and is in a related field and***
- ***Combined training does not exceed the maximum funding limit request of \$8,000.***

### **Individual Employment Plan (IEP)**

***The subrecipient staff and customer will jointly develop an IEP to identify employment goals, a career pathway, and an appropriate combination of services to meet the individual's needs. The participant's individual plan will be the guide for services that must include supportive services and resources such as childcare, transportation, treatment, etc. ([WIB Directive TUL 17-02](#) or most current directive).***

### **WorkKeys**

***All participants shall be provided with the WorkKeys assessment prior to starting a transitional job. If the participant does not meet WorkKeys scores for their career objective, a remediation plan - utilizing KeyTrain - will be provided and noted in the participant's case file. While it is not required for transitional job participants to meet specific WorkKeys scores, WorkKeys is a valuable tool to help Subrecipients understand a participant's skill level in relation to their desired occupation or career path. KeyTrain may be used to prepare them to test again to obtain the scores that align with their career objective. Any WorkKeys scores should be uploaded in the participant's case file. Specialized grants may not require the WorkKeys assessment (refer to the SOW for more information). WorkKeys scores are valid for five (5) years and do not need to be retaken within that time unless their career goals change, and their previous scores no longer align with the IEP.***

### **Employer Eligibility Criteria ([20 CFR 683.270](#) and [20 CFR 683.260](#))**

A transitional job may take place in a public, non-profit, or private for-profit sector workplace. Labor standards apply in any work experience placement where an employer/employee relationship exists, as defined by the Fair Labor Standard Act. The subrecipient must complete the Attachment C- Pre-Award Survey (WIB Form 24-08) with the business before the transitional job placement to determine if the business meets eligibility criteria (***see Attachment C***).

A business will NOT be eligible to participate as a transitional job placement site if:

1. A participant in a transitional job activity displaces (including a partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits) any currently employed individual.
2. A participant impairs an existing contract for services or a collective bargaining agreement.
3. A participant in this program may not be employed in or assigned to a job if:
  - a. Any other individual is laid off from the same or any substantially equivalent job;

- b. The business has terminated the employment of any regular, unsubsidized employee or otherwise caused an involuntary reduction in its workforce with the intention of filling the vacancy so created with a transitional job participant; or
  - c. The job is created in a promotional line that infringes in any way on the promotional opportunities of currently employed workers.
4. A business has relocated from any location in the United States until the company has operated at that location for 120 days if the relocation of such establishment, or part thereof, results in a loss of employment of any employee at the original location.

***If a participant was previously employed by the worksite employer (either through subsidized or unsubsidized opportunities), the participant may only return to the worksite for training or transitional job in a different job classification and receive training in an increasingly more complex position.***

***The WIB does not allow the use of a temporary employment agency, employee leasing firm, or staffing agency for transitional job placement.***

#### **Transitional Job Worksite Agreement Requirements – Attachment A**

A transitional job activity is designed to enable individuals to establish a work history, demonstrate work success in an employee-employer relationship and develop the skills that lead to unsubsidized employment, ***and foster job retention. Transitional jobs provide an opportunity to enter the workforce to acquire, through close supervision, an appreciation of workplace norms that may include professional work ethics, teamwork, dependability, understanding compensation, and learning essential workplace skills. This applies particularly to individuals with barriers and who are chronically unemployed or have an inconsistent work history.***

***The Transitional Job Worksite Agreement must be developed using WIB Form 24-06 attachment A, and it shall specify the following information:***

- ***Participant Name***
- ***CalJOBS State ID***
- ***Job Title***
- ***O\*NET code***
- ***Subrecipient***
- ***Grant Code***
- ***Training dates***
- ***Total training hours, hourly rate, and training wages***
- ***Business information (physical address)***
- ***Supervisor name and title***

***The Worksite Agreement details the specific guidelines that must be followed by the employer, participant, and subrecipient. The Work Site Agreement must be signed by the authorized representative of the business, participant, and authorized representative of the subrecipient outlined in the contract prior to a participant starting a transitional job.***

## **Transitional Job Duration**

***A transitional job must be at least 160 hours and may not exceed 480 hours. The hours assigned must be based on the complexity of the occupation and skill sets the participant is expected to learn for the duration of the transitional job.***

***The following factors should be considered when determining the duration of the transitional job:***

- ***Participant's current skill level and knowledge***
- ***Type of work to be performed (skill acquisition)***
- ***Required skillset for the transitional job***
- ***Goals and outcomes***
- ***Training objectives***

## **Participant Compensation**

***During the term of the agreement, the participant will be compensated only for work hours performed at the worksite. The minimum pay rate for a transitional job is the California or local minimum wage, or the minimum wage specific to the industry provided in [AB1228](#) and [SB 525](#). The maximum pay rate may not exceed \$2 above the minimum wage. The participant's pay rate must align with the compensation of entry-level employees directly hired by the company in the same or similar position. Compensation shall be paid directly to the participant by the subrecipient upon receipt of an accurately completed and signed timesheet confirmed by the participant and worksite supervisor.***

## **Approval for Participant Compensation Deviations**

***Any deviation from the hours and pay rate described in this policy must be approved by WIB Program Staff prior to establishing a transitional job agreement with the employer. Requests for approval of participant compensation deviations must be sent to the WIB Program Staff via e-mail.***

## **Overtime and Holiday Pay**

***Overtime by the participant is prohibited under the worksite agreement. However, if the worksite employer does not adhere to the worksite agreement prohibition and instructs a participant to work overtime or exceed regular pay for a holiday, it is the subrecipient's responsibility to compensate the participant. Participants may work and receive regular hourly rates on holidays in the same manner as other employees employed by the company.***

***The subrecipient should notify the WIB about the overtime or holiday pay as soon as they become aware, and case note in the participant's case file. Subrecipients should ensure, prior to the participant's transitional job start date, that the worksite supervisor understands that pay periods may differ to avoid and minimize occurrences. The WIB does not allow the use of WIOA or WIB funds to compensate for overtime or holiday wages that exceed the regular hourly rate. If any overtime/holiday pay is incurred, it is the responsibility of the subrecipient to***

***compensate the participant using non-WIB or WIOA funds, as specified in the subrecipients contract.***

### **Meal Periods**

Under California law, employees must be provided with no less than a thirty-minute meal period when the work period is more than five hours, except if the total worked period per day of the participant is no more than six hours and was waived by mutual consent of employer and participant. [Labor Code Section 512](#). If the employer fails to provide a participant a meal period, the employer must pay one additional hour of pay at the employee's regular rate of pay for each workday that the meal period is not provided. [Labor Code Section 226.7](#). ***It is the responsibility of the subrecipient as the employer of record to monitor timesheets for meal violations and compensate participant(s) should the worksite employer fail to provide the required meal break. The subrecipient should notify the WIB about meal violations as soon as they become aware and case note in the participant's file. The WIB does not allow the use of WIOA or WIB funds to pay for meal violations. If meal violations of any kind occur, it is the responsibility of the subrecipient to compensate the participant using non-WIB or non-WIOA funds.***

### **Transitional Job Worksite Plan – Attachment B**

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

***The participant's occupational and essential skills progress must be rated based on the rating scale (1-4 listed below) at the bi-weekly follow-up site visits. The employer and subrecipient must sign the completed form and distribute copies to the employer, participant, and upload a copy of the signed Worksite Plan to the participant's case file.***

### **Rating Scale**

- 1. Participant is not making satisfactory progress.***
- 2. Participant is making progress, but less than satisfactory level.***
- 3. Participant is making progress at satisfactory level.***
- 4. Participant has achieved proficiency in this skill.***

### **Employer of Record**

***Transitional jobs establish an employer-employee relationship that must follow applicable laws and regulations. The subrecipient will serve as the employer of record for the duration of the transitional job and must comply with wage-hour laws, minimum wage laws, unemployment insurance, workers' compensation, employee benefit provisions of the Patient Protection and Affordable Care Act (ACA), and all labor law requirements including the provisions of AB 1522 Sick Leave Act of 2014, as applicable to participants in subsidized employment.***

***A transitional job is a time-limited and wage-paid work experience that is subsidized 100 percent. The subrecipient will serve as the employer of record and maintain a timekeeping, attendance, and wage payment system. It is the subrecipient's responsibility to ensure hours***

**do not exceed the hours listed on the Transitional Job Worksite Agreement. In addition, the subrecipient will monitor the progress of the participant and the worksite.**

**The Transitional Job Worksite Agreement and associated documents, Worksite Plan, pre-award survey, time and attendance records, and all progress reports for a given participant are maintained in the participant's case file. Subrecipient will provide Federal, State, County, and WIB monitors and auditors with access to such records given reasonable notice.**

#### **Submission of Transitional Job Agreement**

**Attachments A- Transitional Job Worksite Agreement is to be used to establish all transitional job assignments. The subrecipient shall obtain all signatures on the Transitional Job Worksite Agreement and submit the document to the WIB for review by noon, at least two working days prior to the transitional job start date. The two-day timeline will allow for verification and review of the participant's case file and worksite agreement. Transitional Job Worksite Agreements will be signed by an authorized representative of the employer, the participant, and an authorized representative of the subrecipient outlined in the contract.**

**The subrecipient must submit the following documents for WIB review:**

- **Transitional Job Worksite Agreement with all signatures**
- **Transitional Job Worksite Plan**
- **Pre-Award Survey**
- **WorkKeys scores**

#### **Traditional Job Worksite Amendment – Attachment D**

**Transitional Job Agreements may be amended to update information on the transitional job activity. An amendment to the executed Transitional Job Worksite Agreement must be made on Attachment D, Transitional Job Worksite Amendment WIB Form 24-09. Amending a Transitional Job Worksite Agreement must have a case note and include the reason for changes to the original Transitional Job Worksite Agreement. Further, the Amendment to the Transitional Job form must be uploaded to CalJOBS.**

**Instances that require WIB review prior to completing Attachment D include the following:**

- **An increase of participant's hours that will result in an increase in participant reimbursement.**
- **An increase or decrease in wages**
- **Changes from one position to another**
- **Changes to the Worksite Plan**

**Instances that do not require WIB review include:**

- **Extending the agreement end date to allow the participant to complete training with no change to the amount to be expended.**



## **Transitional Job Progress**

***The subrecipient must contact the participant on the first day of work to verify the actual start date of training and enter a case note into the file. Because participants who require Transitional jobs are chronically unemployed and have barriers to employment, follow-up and support are necessary to ensure participants are meeting workplace expectations and to provide any guidance needed. Participants must at minimum be contacted every two weeks or more frequently as determined by the worksite evaluation. Based on the evaluation results, bi-weekly follow-up will determine if additional services are needed, such as counseling, and support services, as well as addressing work-related challenges that may arise. These follow-ups must be documented in the participant's case file.***

## **Participant's CalJOBS Data Entry and Case File**

***The subrecipient is responsible for updating the participant's file throughout the transitional job and all contacts with the participant and/or employer must be documented in the case notes. Participant's IEP must be updated to reflect transitional job training services. Staff are to enter the CalJOBS activity Code 321 (Transitional Job), the projected start and end dates must be updated to reflect the actual start and end date of the transitional job agreement, including any changes to start and end dates through the Transitional Job Worksite Amendment Form 24-09. Staff are responsible for entering accurate data into CalJOBS.***

***The following documents must be uploaded to the participant's case file no later than 10 business days from the start of the transitional job:***

- ***Transitional Job Worksite Agreement***
- ***Initial Transitional Job Worksite Plan***
- ***Pre-Award Survey***
- ***Amendments (if applicable)***
- ***Request Form – (if applicable)***
- ***W-4 Forms***

***In addition, the timesheets uploaded after the pay period ends and documented hours worked must be case noted within 10 calendar days. The Worksite Plan, including the final Worksite Plan, must be uploaded to the participant's case file each month until the end of the transitional job activity.***

## **Advance Individual Fund Tracking (AIFT)**

***The AIFT system in CalJOBS is designed to give workforce development areas the ability to track all participant training related obligations and payments. Subrecipients must:***

- ***Create a voucher to allocate the funds to transitional job.***
- ***Enter payment against vouchers by the 20<sup>th</sup> of the following month and de-obligate any unused funds once payments have been processed.***

### **Worksite Monitoring**

***The transitional job worksite shall be monitored periodically by the subrecipient issuing the agreement to ensure safety, labor laws, adequate supervision, and adherence to the training plan.***

### **Follow-up**

***After case closure it is imperative to provide follow-up and retention services for up to 12 months after obtaining unsubsidized employment for the benefit of the participant ([WIB Directive TUL 19-06](#) or most current directive). The goal of follow-up services is to ensure participants who obtain unsubsidized employment through system related services retain employment, earn wage gains or advance within their occupation upon placement in unsubsidized employment.***

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### **ACTION:**

Bring this directive to the attention of all WIB Subrecipients and WIB Staff when implementing paid transitional job opportunities for eligible WIOA Adult and Dislocated Worker participants or specialized grants that offer transitional job opportunities.

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**INQUIRIES:** Please direct inquiries regarding this Directive to the WIB at (559) 713-5200.



Adam Peck  
Executive Director

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### **ATTACHMENTS:**

- Attachment A (Transitional Job Worksite Agreement)
- Attachment B (Transitional Job Worksite Plan)
- Attachment C (Pre-Award Survey)
- Attachment D (Transitional Job Worksite Amendment)
- Attachment E (Request Form)
- Attachment F (Summary of Comments)

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The Workforce Investment Board of Tulare County is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities.

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**WORKFORCE INVESTMENT BOARD OF TULARE COUNTY  
TRANSITIONAL JOBS WORKSITE AGREEMENT**

Participant Name:

O\*NET:

Job Title:

State ID#:

Subrecipient:

Grant Code:

This agreement provides worksite training opportunities for participants eligible to receive services under Title I of the Workforce Innovation and Opportunity Act (WIOA). Worksite training assignments must comply with all WIOA rules and regulations as set by the United States Department of Labor (DOL), the State of California, the Workforce Investment Board of Tulare County (WIB), and the requirements of the Subrecipient, as a representative of the WIB, and with all federal, state, and local labor laws. The Subrecipient will pay participant wages and provide Worker’s Compensation Insurance for the participant(s) placed on a worksite training assignment under WIOA.

This agreement is entered into on  by and between ,  
executing this agreement on behalf of and as a Subrecipient of the WIB, and   
hereinafter referred to as the Worksite.

The term of this agreement is from  through . All contractual agreements are contingent upon WIOA Title I funding allocations received by the WIB. The agreement may be adjusted as necessary to meet funding requirements.

The participant shall be paid for actual training hours at the rate of 100% of the hourly starting wage of  not to exceed the total amount of  in training wages, and  total training hours.

Worksite training assignments shall comply with all conditions, assurances and provisions of this agreement, and the occupational skills training as defined in the “Worksite Plan”.

<b>WORKSITE</b>	
<input type="text"/> Business/Worksite Name	<input type="text"/> Authorized Representative
<input type="text"/> Street Address	<input type="text"/> Title of Authorized Representative
<input type="text"/> City, State, Zip	<input type="text"/> Signature of Authorized Representative
<input type="text"/> Phone Number	<input type="text"/> Date
<b>PARTICIPANT</b>	
<input type="text"/> Participant Name	<input type="text"/> Participant Signature
<input type="text"/> Job Title	<input type="text"/> Date
<b>SUBRECIPIENT</b>	
<input type="text"/> Agency	<input type="text"/> Signature of Authorized Representative
<input type="text"/> Authorized Representative	<input type="text"/> Date

**WORKFORCE INVESTMENT BOARD OF TULARE COUNTY  
CONDITIONS, ASSURANCES AND PROVISIONS**

1. Participants will be paid only for actual hours on the worksite. Holiday and overtime work by participants is **prohibited**.
2. The Worksite Agreement will be updated or replaced as appropriate and necessary.

**The Employer agrees to:**

1. Provide training to the trainee in adherence with the Worksite Training Agreement.
2. Provide reasonable and proper supervision and instruction regarding the trainee's duties and other training activities. The Employer also agrees to provide a substitute supervisor when the regular supervisor is absent.
3. Allow the Subrecipient representatives to monitor all conditions and activities involved in performing this Agreement. The Employer must ensure the following:
  - a) No currently employed worker will be displaced by a participant. This includes partial displacement, such as a reduction in hours of non-overtime work, wages, or employment benefits.
  - b) No training assignment will infringe upon the promotional opportunities of currently employed individuals.
  - c) No participant shall be placed in positions substantially equivalent to positions for which employees have been laid off.
  - d) The participant will not engage in political or sectarian activities.
  - e) The participant will not carry out the construction, operation, or maintenance of any part of any facility used for sectarian instruction or as a place for religious worship, with the exception of maintenance of facilities that are not primarily used for instruction or worship and are operated by organizations providing services to WIOA participants. (20 CFR 683.255) Appropriate standards of health and safety and a drug free workplace will be maintained.
  - f) Adequate insurance will be in effect at all times.
4. Not provide a training assignment under this program for a member of the employer's immediate family or an individual previously employed by the employer.
5. Will not subcontract the services of the trainee provided under this agreement.
6. Certify that proper personal and property liability insurance and, appropriate bonding if required are maintained throughout the training. The Employer must provide proof of this coverage before the trainee begins training.
7. Obtain the concurrence of the appropriate bargaining entity when a collective bargaining agreement exists to ensure compliance of the prescribed training with the terms of said agreement.
8. Will communicate with the Subrecipient prior to taking any disciplinary action.
9. Provide job orientation to all participants related to work policies, job safety, and job expectations. The work policies and job expectations for trainees must be the same as for non-trainees at the worksite.
10. Provide sufficient work to occupy the participant's work hours and shall provide sufficient equipment and/or material to enable the participant to carry out the work assignments.
11. Immediately report all job injuries to the Subrecipient in order that medical claims can be processed for worker compensation.
12. In the event that an employer is negligent in the responsibilities agreed to in this document, the employer:
  - a) May not be used at a future date, and
  - b) Is financially responsible for costs deemed illegal by auditors or monitors.

**The Subrecipient will:**

1. Be the employer of record and will provide counseling, guidance, and corrective action to the participant during the training period.
2. Make referrals to the employer for eligible participants in the program.
3. Provide Worker's Compensation insurance and pay applicable FICA contribution.
4. Conduct an orientation for each Employer on the program requirements before referring trainees or starting the actual work.
5. Comply with all State and Federal laws regarding payment of minimum wage, hours of work, and compliance with State and Federal laws, which prohibit discrimination based on sex, race, religion, and other discriminatory motivated reasons.
6. Inform the trainee of the grievance procedures, nepotism rules, health and safety standards, and equal pay and non-discrimination assurances.
7. Ensure the minimum starting rate for a participant under this contract shall be the employers normal or comparable entry wage for the occupation for which he or she is being trained, but no less than minimum wage.
8. The Subrecipient is financially responsible for any prohibited costs deemed by auditors and/or monitors.
9. All parties agree that any modifications to the terms of this Agreement must be in writing and signed by all parties hereto.
10. There are no oral understandings or agreements incorporated herein.



**WORKFORCE INVESTMENT BOARD OF TULARE COUNTY  
TRANSITIONAL JOB WORKSITE PLAN**

Participant Name:	State ID#:			<p align="center"><b>RATING SCALE</b></p> <p>1 = Participant has not made satisfactory progress                  2 = Participant is making progress, but not at a satisfactory level                  3 = Participant is making progress at a satisfactory level                  4 = Participant has achieved proficiency in this skill</p>				
Job Title:	Beginning Date:							
ONET Code:	End Date:							
Worksite Name:	Subrecipient:							
Worksite Representative:	Subrecipient Representative:			Measurement Method (E)	Follow-up Site Visit (F)			
Requirements (Tasks/Work Activities) (A)	Training Required Y/N (B)	Training Method (C)	Training Hours (D)		Date/Rating			
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
11.								
12.								
<b>TOTAL TRAINING HOURS (This Page)</b>					<b>TOTAL SCORE (This Page)</b>			

**Distribution: One (1) Copy Each To: Participant File, Supervisor, Participant**

(G) TRAINING HOURS		(H) SKILL ATTAINMENT LEVEL	
Total Training Hours Completed		Participant's Total Score	
Total Training Hours Planned		Maximum Score Possible	
% Of Planned Hours Completed		% Of Maximum Score Attained	

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Participant Signature

**Essential Workplace Skills (I)**

Performance Evaluation	Comments (How did the participant demonstrate they achieved these skills, and what areas is the Coach working with the participant to improve on? )	RATING SCALE			
		1 = Poor 2 = Needs Improvement 3 = Good 4 = Excellent			
		Date/Rating			
1. Attendance and Punctuality (Dependability)					
2. Ability to make good decisions (Decision-Making)					
3. Ability to get along with others (Teamwork)					
4. Ability to follow both written/verbal directions (Communication)					
5. Demonstrates initiative/responsibility (Professional Work Ethic)					
6. Completes tasks on time (Organizational Skills)					
7. Problem resolution skills (Critical Thinking)					
8. Communicates effectively (Communication)					

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

Transitional jobs training plan shall identify the essential skills and training for entrants into the workforce to acquire, through close supervision, an appreciation of workplace norms that may include self-discipline, interpersonal skills, attendance and accountability, understanding compensation, and learning to appreciate and meet employers' reasonable expectations.

- A. **REQUIREMENTS:** List the skill requirements needed to perform the job to the standards specified by the worksite supervisor. Competencies should be stated as specifically as possible, identifying the skills to be used, the level of attainment, and the tools or equipment to be operated.
- B. **TRAINING REQUIRED:** During the course of this work-based training, each skill will be evaluated against the participant's abilities and checked, yes or no, to indicate what areas of training are necessary.
- C. **TRAINING METHOD:** Identify the method to be used to teach the skill. This may include classroom/workshop attendance, observation, oral instruction, demonstration and practice, reading of instruction and procedures manuals, guided simulation, trial and error, etc.
- D. **TRAINING HOURS:** Indicate the number of hours that will be devoted to training for the specific skill.
- E. **MEASUREMENT METHOD:** Identify the method that will be used for determining whether the participant has acquired each skill. Typical methods of measurement include oral or written question and answer, observation, and review/inspection of a product.
- F. **FOLLOW-UP/SITE VISIT – DATE AND RATING:** Record the date of the follow-up/site visit and the trainee's achieved skill level using the rating scale provided on the on of this form. The trainee's progress in acquiring the identified skills must be evaluated consistently throughout the training, based on the supervisor's evaluation of the trainee's progress.
- G. **TRAINING HOURS:** Total the number of training hours actually completed (use time sheets) and compare to the projected hours of training. This will give you a comparison of skill level attainment in hours. **The participant must complete at least 90% of the training over the term of the agreement or end their assignment due to starting unsubsidized employment to be considered as "completed training."** Specialty grants may have other requirements for "completed training." Please refer to the Statement of Work for each specialized grant.
- H. **SKILL ATTAINMENT LEVEL:** Total the participant's score and compare the possible score (ratings of 4 x # of tasks possible). This will give you the percentage of completion attained. **In order for the participant to be successful completion, it is necessary to achieve at least 75% of the total possible score for the sum of all skills. A participant may also be considered a successful completion when they end their transitional job assignment because they started unsubsidized employment.** Specialized grants may have other requirements to be "successful." Please refer to the Statement of Work for each specialty grant.
- I. **ESSENTIAL WORKPLACE SKILLS (EWS): Complete this section at the same time as the Worksite Plan is done to evaluate the participant's growth in developing EWS. Once a participant obtains an excellent rating in three or more of these skills, they will meet the EWS Talent Pool criteria under Milestone 1.**



## Amendment to Transitional Job Worksite Agreement

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### Original Contract Information

**Participant's Name:** Click here to enter text.

**O\*NET:** Click here to enter text.

**Hourly Wage Rate:** Click here to enter text.

**CalJOBS State ID:** Click here to enter text.

**Beginning Date:** Click here to enter text.

**Ending Date:** Click here to enter text.

**Number of Weeks:** Click here to enter text.

**Number of Hours:** Click here to enter text.

### Changes

**Effective Date of Change:** Click or tap to enter a date.

**Participant's Name:** Click here to enter text.

**O\*NET:** Click here to enter text.

**Hourly Wage Rate:** Click here to enter text.

**Beginning Date:** Click here to enter text.

**Ending Date:** Click here to enter text.

**Number of Weeks:** Click here to enter text.

**Number of Hours:** Click here to enter text.

**Description of training:**

Enter the description of training.

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

Enter the justification of change.

**Except as provided above, all terms of the original Transitional Jobs agreement remains in full force and effect. In witness whereof, the parties thereto have executed this contract on the date first written.**

\_\_\_\_\_  
**Business Representative Signature**      **Date**

\_\_\_\_\_  
**Subrecipient Signature**      **Date**

\_\_\_\_\_  
**Participant Signature**      **Date**



**WORKFORCE INVESTMENT BOARD OF TULARE COUNTY  
CONDITIONS, ASSURANCES AND PROVISIONS**

1. Participants will be paid only for actual hours on the worksite. Holiday and overtime work by participants is **prohibited**.
2. The Worksite Agreement will be updated or replaced as appropriate and necessary.

**The Employer agrees to:**

1. Provide training to the trainee in adherence with the Worksite Training Agreement.
2. Provide reasonable and proper supervision and instruction regarding the trainee's duties and other training activities. The Employer also agrees to provide a substitute supervisor when the regular supervisor is absent.
3. Allow the Subrecipient representatives to monitor all conditions and activities involved in performing this Agreement. The Employer must ensure the following:
  - a) No currently employed worker will be displaced by a participant. This includes partial displacement, such as a reduction in hours of non-overtime work, wages, or employment benefits.
  - b) No training assignment will infringe upon the promotional opportunities of currently employed individuals.
  - c) No participant shall be placed in positions substantially equivalent to positions for which employees have been laid off.
  - d) The participant will not engage in political or sectarian activities.
  - e) The participant will not carry out the construction, operation, or maintenance of any part of any facility used for sectarian instruction or as a place for religious worship, with the exception of maintenance of facilities that are not primarily used for instruction or worship and are operated by organizations providing services to WIOA participants. (20 CFR 683.255) Appropriate standards of health and safety and a drug free workplace will be maintained.
  - f) Adequate insurance will be in effect at all times.
4. Not provide a training assignment under this program for a member of the employer's immediate family or an individual previously employed by the employer.
5. Will not subcontract the services of the trainee provided under this agreement.
6. Certify that proper personal and property liability insurance and, appropriate bonding if required are maintained throughout the training. The Employer must provide proof of this coverage before the trainee begins training.
7. Obtain the concurrence of the appropriate bargaining entity when a collective bargaining agreement exists to ensure compliance of the prescribed training with the terms of said agreement.
8. Will communicate with the Subrecipient prior to taking any disciplinary action.
9. Provide job orientation to all participants related to work policies, job safety, and job expectations. The work policies and job expectations for trainees must be the same as for non-trainees at the worksite.
10. Provide sufficient work to occupy the participant's work hours and shall provide sufficient equipment and/or material to enable the participant to carry out the work assignments.
11. Immediately report all job injuries to the Subrecipient in order that medical claims can be processed for worker compensation.
12. In the event that an employer is negligent in the responsibilities agreed to in this document, the employer:
  - a) May not be used at a future date, and
  - b) Is financially responsible for costs deemed illegal by auditors or monitors.

**The Subrecipient will:**

1. Be the employer of record and will provide counseling, guidance, and corrective action to the participant during the training period.
2. Make referrals to the employer for eligible participants in the program.
3. Provide Worker's Compensation insurance and pay applicable FICA contribution.
4. Conduct an orientation for each Employer on the program requirements before referring trainees or starting the actual work.
5. Comply with all State and Federal laws regarding payment of minimum wage, hours of work, and compliance with State and Federal laws, which prohibit discrimination based on sex, race, religion, and other discriminatory motivated reasons.
6. Inform the trainee of the grievance procedures, nepotism rules, health and safety standards, and equal pay and non-discrimination assurances.
7. Ensure the minimum starting rate for a participant under this contract shall be the employers normal or comparable entry wage for the occupation for which he or she is being trained, but no less than minimum wage.
8. The Subrecipient is financially responsible for any prohibited costs deemed by auditors and/or monitors.
9. All parties agree that any modifications to the terms of this Agreement must be in writing and signed by all parties hereto.
10. There are no oral understandings or agreements incorporated herein.



**WORKFORCE INVESTMENT BOARD OF TULARE COUNTY  
TRANSITIONAL JOB PRE-AWARD SURVEY**

Business Name:  FEIN:

Address:  City:  State:

Date of Interview:  Subrecipient:

Business Official Providing Information:

- 1. Have there been any safety, wage, hour, or child labor violations during the past 12 months? If yes, explain: Yes  No
- 2. Are health and safety standards being met as established by law? Yes  No
- 3. Does the worksite/business comply with applicable business licensing, taxation, and insurance requirements? Yes  No
- 4. Has union concurrence been obtained? N/A  Yes  No
- 5. Are wages in compliance with California industry minimum wage law? Yes  No
- 6. Are wages comparable to similar positions? Yes  No
- 7. Have any employees been laid-off in the past 6 months? (If yes, list #\_\_\_\_\_) Yes  No

The worksite stipulates and agrees by signing below that the business has operated at its current location for at least 120 days. If less than 120 days, employees were not laid off at the previous location as a result of the relocation.

\_\_\_\_\_  
Business Representative Signature      Date                                      Subrecipient Signature                                      Date

## Request Form

This request form must be submitted when requesting a subsequent training request, training funds exceeding the cap, or a request to waive other local policies. Subrecipient must complete the following information and provide a detailed justification on second page of this form to support the request.

Date of Request:		Employment Connection Site:	
Participant Name:		CalJOBS State ID#:	
Grant:		Co-enrollment Grant(s):	
Subrecipient staff:		Contact number/email:	

Type of Request			
<input type="checkbox"/> Subsequent Training Request		<input type="checkbox"/> Exceeding Training Cap	
Other:			
Previous training received (if applicable)			
<input type="checkbox"/> ITA	<input type="checkbox"/> OJT	<input type="checkbox"/> Transitional Job/ WEX	
Grant:		Training Amount funded:	

## Request Form

Participant Name:		CalJOBS State ID#:	
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Justification: Include pertinent information to justify this request, including training information such as cost, length, type of training, was training completed, participant barriers/how they are being addressed, etc. For requests exceeding the training cap include financial aid documentation if applicable.

This request must be reviewed and approved by Subrecipient supervisor or designee to ensure all information/documentation is included to support the request.

Name:	Supervisor Signature:	Date:
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**WIB use only**

<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	Date:
WIB Staff:	Signature:	
Comments:		

## SUMMARY OF COMMENTS

### **Directive Local Policy: Adult and Dislocated Worker Transitional Job Policy and Procedures – TUL 24-02**

There were eleven (13) comments to the draft version of this Directive:

**Comment #1-** Approval for participant compensation deviations: The section states, “Any deviation from the hours and pay rate described in this policy must be approved by WIB Program Staff prior to establishing a transitional job agreement with an employer. Requests for approval of participant compensation deviations must be sent to the WIB Program staff via email.” Will the WIB Form 24-05 Request Form “Other” section be utilized for the above-stated request?

**Resolution** – The WIB Form 24-05 will not be utilized. The Subrecipient must submit the request via email to WIB Program Staff. Staff may include the subject line “Request for approval hours deviations”

**Comment #2** – Page 9 states to “de-obligate” any unused funds once payment has been processed. Should subrecipients also notify the WIB of any such deobligations, and if so, how should they be notified?

**Resolution** – Subrecipient are not required notify the WIB of unspent funds for transitional jobs.

**Comment #3** – There are several forms in the draft directive. Some of which are fillable, and some are not (Only 24-05 form is fillable), in the current draft. Will those forms all be fillable when the final directive is released?

**Resolution** – Yes, all forms included in the current draft directive will be made fillable in the final directive.

**Comment #4** – A request is required for individuals who previously received a transitional job or other training under current or previous WIOA applications. If a participant who received paid work experience in a non-WIOA funded or WIB-related training program would **not** be subjected to a second training request. Please confirm

**Resolution**—All transitional jobs and other subsidized employment under WIB-funded contracts require a subsequent training request regardless of the funding stream. However, there are situations in which subsequent training requests are not required. Refer to page 4 of 10 in the Directive.

**Comment #5** – Attachment A WIB form 24-06 page 2 of 2, Can “Worksite Supervisor” be updated to “employer” as the worksite supervisor is not always the individual signing the contract?

**Resolution** – WIB form 24-06 has been updated to state Employer agrees to:

**Comment #6**—Can clarification be provided in attachment A: WIB form 24-06, page 2, letter e? Are individuals able to have a worksite location that is affiliated with a religious entity?

**Resolution** – Letter “e” has been updated to: The participant will not carry out the construction, operation, or maintenance of any part of any facility used for sectarian instruction or as a place for religious worship, with the exception of maintenance of facilities that are not primarily used for instruction or worship and are operated by organizations providing services to WIOA participants. (20 CFR 683.255) Appropriate standards of health and safety and a drug free workplace will be maintained.

**Comment #7**—Is there a reason why participants do not have to sign the contract amendment form?

**Resolution** – The contract amendment has been updated and now has a signature line for participants to sign.

**Comment #8**—In attachment D, WIB form 24-09, page 2, can “Worksite Supervisor” be updated to “business representative” as the worksite supervisor is not always the individual signing the contract?

**Resolution** –WIB Form 24-09 has been updated to Business Representative Signature.

**Comment #9**—Can clarification be provided in attachment D, WIB form 24-09, page 2, letter e? Are individuals able to have a worksite location that is affiliated with a religious entity?

**Resolution** – Letter “e” has been updated to: The participant will not carry out the construction, operation, or maintenance of any part of any facility used for sectarian instruction or as a place for religious worship, with the exception of maintenance of facilities that are not primarily used for instruction or worship and are operated by organizations providing services to WIOA participants. (20 CFR 683.255) Appropriate standards of health and safety and a drug free workplace will be maintained.

**Comment #10**— Align page 3, “instructions for completion and use,” on attachment B, WIB form 24-07, to match the headers and numbering pages 1 and 2 of the attachment.

**Resolution** – WIB Form 24-07 has been updated to align with pages 1 and 2 of the attachment.

**Comment #11**—The first sentence of the draft, on page 6, states that the worksite agreement prohibits overtime and holiday work by the participant. The term “holiday work” is confusing. If a business training site is open on a holiday and pays its employees a regular rate of pay, should they choose to work, then why would the trainee be prevented from working on a holiday?

**Resolution**—The directive was amended on page 6. The term “holiday work” has been removed from the directive, and the following has been added; ***“or exceed regular pay for a holiday.” Participants may work and receive regular pay on holidays in the same manner as other employees employed by the company. The WIB does not allow the use of WIOA or WIB funds to compensate for overtime or holiday wages that exceed the regular hourly rate.*** It is the subrecipient’s responsibility to compensate the participant for any pay exceeding regular pay.

Hours worked on holidays, Saturdays, and Sundays are treated like hours worked on any other day of the week. California law does not require that an employer provide its employees with paid holidays, that it closes its business on any holiday, or that employees be given the day off for any particular holiday (Department of Industrial Relations, Holidays, [www.dir.ca.gov](http://www.dir.ca.gov))

**Comment #12** - The Tulare WIB local policy to disallow overtime expenditures seems unfair and, therefore, punitive against subrecipients (non-profits). Unplanned overtime, the fifth-hour rule (about meal periods), and other uncontrollable circumstances should not be the services provider’s responsibility but rather the grant funds. Since there is no exclusion with WIOA regulations barring unplanned overtime from being paid to a participant, the local WIB’s decision to punish service providers as the employer of record is unfair.

**Resolution** - Subrecipients are responsible for ensuring employers follow the WIB’s worksite agreement requirements, which clearly state that overtime (planned or unplanned) and holiday pay exceeding regular pay are not allowable costs. Allowing some participants to earn overtime could create unfair disparities, especially if not all participants have equal access to overtime opportunities. Additionally, paying overtime would require additional funding, which might not be available or could limit the number of participants the program can support. The transitional jobs programs' main objective is to offer participants work experience, training and skill development.

**Comment #13**- Has the WIB considered Sick Time accruals, which California Labor Laws now mandate? A transitional job can last 90 days or more at the maximum range (480 hours). Employer of record (Subrecipients) must pay the trainee’s sick time when accrued after 90 days. There would be hours “not worked” which conflicts with the draft directive page 6, which states in part During the term of the agreement, the participant will be compensated only for actual work hours performed at the worksite. Would the subrecipient be penalized for following California Labor Law and forced to use non-WIOA funds to pay these sick wages?

**Resolution**- Refer to page 7 of the directive, Employer of Record. Transitional jobs establish an employer-employee relationship that must follow applicable laws and regulations. The subrecipient will serve as the employer of record for the duration of the transitional job and

must comply with wage-hour laws, minimum wage laws, unemployment insurance, workers' compensation, employee benefit provisions of the Patient Protection and Affordable Care Act (ACA), and all labor law requirements including the provisions of AB 1522 Sick Leave Act of 2014, as applicable to participants in subsidized employment. On page 6 of the directive, Participant Compensation, "actual" has been deleted.

**Comment #14**—Submission of Transitional Job Agreement. The review of specialized grant transitional jobs may have different review requirements than those addressed in the directive, which does not address this.

**Resolution-** The following has been added to the Submission of Transitional Jobs Agreement section on page 8 of the directive. When applicable, other requirements for submission and review of specialized transitional jobs will be as outlined in the training plan and/or SOW.