

WORK EXPERIENCE AND TRANSITIONAL JOBS

PURPOSE

This policy provides guidance on work experience and transitional jobs. This policy is intended to help service providers understand applicable Federal laws, regulations, and policies related to the Fair Labor Standards Act and the Workforce Innovation and Opportunity Act (WIOA), as they develop and implement these types of initiatives.

SCOPE

The Workforce Development Board of Ventura County (WDBVC) and its contractors and subrecipients.

REFERENCES

- Workforce Innovation and Opportunity Act, Public Law 113-128
- Training and Employment Guidance Letter (TEGL) No. 12-09, Joint Guidance for States Seeking to Implement Subsidized Work-Based Training Programs for Unemployed Workers (January 29, 2010)
- TEGL No. 23-14 WIOA Youth Program Transition (March 26, 2015)
- TEGL No. 19-16 Guidance on Services provided through the Adult and Dislocated Worker Programs 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 the WIOA Final Rules (March 1, 2017)

POLICY AND PROCEDURES

Paid and Unpaid Work Experience

20 CFR § 681.600 defines work experience as “a planned, structured learning experience that takes place in a workplace for a limited period of time. Work experience may be paid or unpaid, as appropriate. A work experience may take place in the private for-profit sector, the non-profit sector, or the public sector. Labor standards apply in any work experience where an employee/employer relationship, as defined by the Fair Labor Standards Act or applicable State law, exists. Consistent with § 680.840 . . . , funds provided for work experiences may not be used to directly or indirectly aid in the filling of a job opening that is vacant because the former occupant is on strike, or is being locked out in the course of a labor dispute, or the filling of which is otherwise an issue in a labor dispute involving a work stoppage. Work experiences provide the participant with opportunities for career exploration and skill development.” Additional

information on the employer/employee relationship may be found on DOL's Wage and Hour Division website.

Work experience may be provided, where determined as appropriate through the Individual Employment Plan development process, for eligible program participants for whom one or more of the following conditions exist:

- the individual has no previous work history,
- the individual has had no work history within the past five years, and/or
- the individual is otherwise eligible for WIOA individualized career and is in need of this service to assist them in preparing for participation in another appropriate training service or activity or to successfully obtain and retain unsubsidized employment.

This type of work experience activity is intended to provide training and skill development in the skills necessary to successfully obtain and retain employment, including punctuality, attendance, communication, team work, dependability, and task completion, and is not required to provide training in technical or job specific skills. There is no requirement that the individual will be retained by the worksite following the successful completion of this type work experience activity.

Transitional Jobs

Transitional jobs are a type of work-experience under WIOA and are considered an individualized career service. Transitional jobs are time-limited and wage-paid work experiences that are subsidized up to 100 percent.

These jobs are in the public, private, or nonprofit sectors and are only available for individuals with barriers to employment who are chronically unemployed or have an inconsistent work history. This service must be combined with career and supportive services. Transitional job placements should contribute to the occupational development and upward mobility of the participant.

Transitional jobs provide an individual with work experience that takes place within the context of an employee-employer relationship, in which the program provider generally acts as the employer, and with an opportunity to develop important workplace skills. The WIOA Final Rule governs the requirements for transitional jobs at 20 CFR 680.190 and .195.

These jobs must be designed to establish a work history for the individual, demonstrate success in the workplace, and develop the skills that lead to entry into and retention in unsubsidized employment. Unlike on-the-job training (OJT), there is no requirement that the employer retains the individual upon completion of the transitional job; however, retention, where appropriate, is preferred for the benefit of the worker and employer. Local WDBs may use up to 10 percent of their combined total of adult and dislocated worker funds to provide transitional jobs.

Attachment III must be completed prior to placement into a Transitional Job.

Federally Defined Barriers to Employment

- a) Displaced homemakers;
- b) Low-income individuals;
- c) American Indians, Alaska natives, and Native Hawaiians;
- d) Individuals with disabilities, including youth with disabilities;
- e) Older individuals (age 55 or older);
- f) Justice-involved individuals;
- g) Homeless individuals;
- h) Youth who are in or have aged out of the foster care system;
- i) Individuals who are English Language Learners, individuals who have low levels of literacy, and individuals with substantial cultural barriers;
- j) Eligible migrant and seasonal farmworkers;
- k) Single partners (including single pregnant women);
- l) Long-term unemployed individuals (unemployed 27 or more weeks);
- m) Recipients of public assistance.

Chronic Employment or Inconsistent Work History

- a) Have been unemployed for 13 weeks or longer; or
- b) Were unemployed at 27 of the past 52 weeks; or
- c) Have held three or more jobs in the past 52 weeks and are currently unemployed or underemployed.

Individuals who are underemployed may include:

- Individuals employed less than full-time who are seeking full-time employment
- Individuals who are employed in a position that is inadequate with respect to their skills and training
- Individuals who are employed who meet the definition of a low-income individual in WIOA Section 3 (36)
- Individuals who are employed, but whose current job earnings are not sufficient compared to their previous job earnings from their previous employment per state and local policy

Fair Labor Standards Act

Employers who participate in subsidized work-based training programs may be subject to the requirements of the Fair Labor Standards Act (FLSA) with respect to the workers who are placed with them. If an employment relationship exists between the participating employer and the worker, and the worker is engaged in work subject to the FLSA and does not satisfy one of the FLSA's exemptions, the employer must pay the worker at least the federal minimum wage for all hours worked and overtime pay at one and one-half times the worker's regular rate for all hours worked over 40 in a workweek. State and local minimum wage and overtime laws may apply as

well. If the worker is a trainee as opposed to an employee under the FLSA, then he or she is not covered by the FLSA's minimum wage and overtime provisions.

The definition of "employee" is very broad under the FLSA, but persons who, without any express or implied compensation agreement, work for their own advantage on the premises of another may not be employees. Workers who receive work-based training may fall into this category and may not be employees for purposes of the FLSA. The specific facts and circumstances of the worker's activities must be analyzed to determine if the worker is a bona fide "trainee" who is not subject to the FLSA or an "employee" who may be subject to the FLSA. The employer is responsible for complying with the FLSA and participation in a subsidized work-based training initiative for unemployed workers as described in this guidance does not relieve the employer of this responsibility. The U.S. Department of Labor's Wage and Hour Division (WHD) has developed the six factors below to evaluate whether a worker is a trainee or an employee for purposes of the FLSA:

1. The training, even though it includes actual operation of the facilities of the employer, is similar to what would be given in a vocational school or academic educational instruction;
2. The training is for the benefit of the trainees;
3. The trainees do not displace regular employees, but work under their close observation;
4. The employer that provides the training derives no immediate advantage from the activities of the trainees, and on occasion the employer's operations may actually be impeded;
5. The trainees are not necessarily entitled to a job at the conclusion of the training period; and
6. The employer and the trainees understand that the trainees are not entitled to wages for the time spent in training.

If all of the factors listed above are met, then the worker is a "trainee", an employment relationship does not exist under the FLSA, and the FLSA's minimum wage and overtime provisions do not apply to the worker. Because the FLSA's definition of "employee" is broad, the excluded category of "trainee" is necessarily quite narrow. Moreover, the fact that an employer labels a worker as a trainee and the worker's activities as training and/or a state unemployment compensation program develops what it calls a training program and describes the unemployed workers who participate as trainees does not make the worker a trainee for purposes of the FLSA unless the six factors are met. Some of the six factors are discussed in more detail below.

Training Similar to Vocational School/The Primary Beneficiary of the Activity

In general, the more a training program is centered around a classroom or academy as opposed to the employer's actual operations, the more likely the activity is training. Also, the more the training is providing the workers with skills that can be used in multiple employment settings, as opposed to skills particular to one employer's operation, the more likely the worker is a trainee. On the other hand, if the workers are engaged in the primary operations of the employer and are performing productive work (for example, filing, performing other clerical work, or assisting customers), then the fact that they may be receiving some benefits in the form of a new skill or improved work habits is unlikely to make them trainees given the benefits received by the employer.

Displacement and Supervision Issues

Employers with bona fide training programs typically do not utilize trainees as a substitute for regular workers. If the employer uses the workers as substitutes for regular workers, it is more likely that the workers are employees as opposed to trainees. As well, if the employer would have needed to hire additional employees or require overtime had the workers not performed the work, then the workers are likely employees. Conversely, if the employer is providing job shadowing opportunities where the worker learns certain functions under the close and constant supervision of regular employees, but performs no or minimal work, this type of activity is more likely to be a bona fide training program; however, if the worker receives the same level of supervision as employees, this would suggest an employment, rather than a training, relationship.

No Job Entitlement/No Entitlement to Wages

Typically, before the work-based training begins, both the employer and the worker agree that the worker is not entitled to a job at the conclusion of the training period or wages for the time spent in training. The parties' expectations regarding the compensation and job opportunities are relevant but not determinative. Even when such an agreement exists, hiring workers who finish the training program is considered in determining whether an employment relationship exists, and frequently hiring such workers suggests that the workers are not trainees. Finally, if the worker is placed with the employer for a trial period with the hope that the worker will then be hired on a permanent basis (even if the worker is not automatically entitled to a job at the end of the period), then the worker is not likely to be a trainee during the trial period.

Examples:

1. The worker is placed in a classroom setting maintained by an employer to learn to be an electronic technician with no guarantee of future employment with the employer. After the training period, the employer hires the worker (even though the worker was not entitled to a job and most training participants do not receive offers of employment). Because the employer did not benefit from the worker's activities during the training period and the training is very similar to the training that is provided in a vocational school, the training program is likely bona fide, and the worker is not an employee under the FLSA.

2. A worker who participates in a program at a retail store or restaurant and who assists customers or operates a cash register with little supervision may be an employee because the employer derives tangible benefit (i.e., productive work) from the worker's activities. Also, a worker who performs such work may result in the employer's not hiring an employee whom it would otherwise hire, or result in a regular employee working fewer hours than he or she would otherwise work – both of which suggest an employment relationship.

Service providers shall review the Fair Labor Standards Act (FLSA) to determine whether participants are "employees" (in which case they may be covered by the FLSA's minimum wage and overtime provisions) or "trainees" (in which case the FLSA's provisions do not apply).

Child Labor Laws

Almost all minors under the age of 18 are subject to California's child labor protections. Under the California Labor Code, "minor" is defined as any person under the age of 18 years required to attend school under the provisions of the Education Code, and any person under age six. "Dropouts" are subject to California's compulsory education laws, and thus are subject to all state child labor law requirements. Emancipated minors, while subject to all California's child labor laws, may apply for a work permit without their parents' permission.

The [Department of Industrial Relations website](#) contains information regarding:

- Child Labor Laws
- Work Permits
- Entertainment Work Permits

General Requirements

Length of Time

Work experience and transitional jobs must not exceed 480 hours or 9 months per participant.

Funding Levels and Reimbursement

All placements must pay at least that state or local minimum wage, whichever is higher. Overtime, sick time, vacation, or holiday is not part of work experience and transitional jobs reimbursement under any circumstances.

Worksites

- a) Worksites may be a private-for-profit business, private non-profit organization, or public-sector employer.

- b) Worksites must provide a quality work experience for participants to gain valuable skills.
- c) Worksites must provide a safe environment for participants to gain skills.
- d) Worksites are not eligible if they have other individuals on layoff from the same or substantially equivalent position of the placement activity.
- e) The placement activity cannot infringe upon the promotion or displacement of any currently employed worker or a reduction in their hours.
- f) The worksite cannot use the placement activity for a same or a substantially equivalent position that is open due to a hiring freeze.
- g) Worksites cannot have recently relocated, resulting in the loss of employment of any employee of such business at the original location in the U.S. Placement activities may not be granted to the worksite until after 120 days have passed since the relocation.
- h) Worksite selection shall be based on Ventura County's in-demand industry sectors.
- i) Each worksite shall not have more than five (5) participants, concurrently, without prior approval from Workforce Development Board of Ventura County (WDBVC).
- j) A pool of worksites shall be developed and maintained to provide a wide range of training opportunities to the participants and enhance their skills development.
- k) A list of worksites, with the following information, shall be maintained:
 - i. Name and address of employer/worksite
 - ii. Name, position title, email address and phone number of supervisor
 - iii. Status: Active, In Progress, or Inactive
 - iv. For active worksites:
 - Name of participants placed
 - Cumulative number of actual hours completed
 - Actual Start Date and Anticipated/Actual End date
- l) Pre-Evaluation of Worksites
Service providers shall develop a pre-evaluation tool to determine the appropriateness of utilizing the employer for work experiences. The evaluation components should include provisions of the worksite agreement such as safety, labor law requirements, status of layoffs, etc. In addition, it should evaluate age appropriateness and level of exposure to work readiness and job skills, type of supervision available, as well as review the previous work experience placements at the same location.

Potential worksite employers should also demonstrate a commitment to helping participants receive the experience and training needed to meet their goals. As part of participation,

these employers should be willing to work closely with Provider staff, especially since participants have barriers to employment. Proper worksite supervision should be one of the factors that are reviewed prior to placement of the participant in the activity.

- f) The service provider shall provide an orientation to the worksite supervisor(s). The orientation should cover topics such as purpose of the program, contact information, worksite agreement, equal employment, child labor laws (if applicable), payroll, record keeping, safety, discipline, prohibited items, termination policies, grievance, monitoring incident reporting, and more.
- g) The service provider shall create a Work Experience Employer Handbook. The Handbook shall be provided to the employer.
- h) No individual may be placed in an employment activity if a member of that person's immediate family is directly supervised by or directly supervises that individual (20 CFR 683.200(g)).

Worksite Agreement

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

- d) Where a waiver of any WDBVC policy provisions is needed, WDBVC approval of a formal waiver request from the Provider must be secured before any Worksite Agreement is executed.
- e) A copy of the signed worksite agreement must be kept in the participant's file.

Worksite Monitoring

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

Timesheets

- a) Payroll must be handled by the service providers or a subcontractor.
- b) Payroll must be strictly based on timesheets completed by the participants, reviewed and signed by the Supervisor and duly approved by designated service provider staff for payment. (See Attachment II – Model Timesheet).
- c) All timesheets must be kept in the participant's file.
- d) Availability of additional funding may also be cause for changes or exemptions to this policy. This determination is made by the WDBVC.

CalJOBS

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

ACTION

Bring this policy to the attention of all affected staff.

INQUIRIES

Inquiries regarding this policy can be addressed to the WDBVC at 805-477-5306.

/S/ Rebecca Evans, Executive Director
Workforce Development Board of Ventura County

ATTACHMENTS:

- Attachment I - Worksite Agreement
- Attachment II - Model Timesheet
- Attachment III - Transitional Jobs Participant Eligibility Checklist

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

WEEKLY WORK SCHEDULE (NOT EXCEEDING 40 HOURS):

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY

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

RESPONSIBILITIES

WORKSITE AGREES TO:

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

PARTICIPANT AGREES TO:

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

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

SERVICE PROVIDER AGREES TO:

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

GENERAL PROVISIONS

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

2. **POLITICAL/SECRETARIAN ACTIVITIES:** Involvement of the Participant in political or sectarian activities as part of his/her work experience program is prohibited.
3. **UNION:** Participant shall not be placed into a job that is in conflict with a collective bargaining agreement, unless the appropriate bargaining representative has been advised of the proposed activities, and written concurrence has been granted.
4. **DISMISSAL POLICY:** Except for serious violations of Worksite policies, the Worksite WILL NOT dismiss the Participant without contacting the Service Provider and allowing for counseling and corrective action to occur. In the event of dismissal for serious violations, the Worksite must notify the Service Provider immediately.
5. **EEO/NONDISCRIMINATION:** The assurances at 29 CFR 38 and Section 188 of WIOA apply to this Agreement. No person shall be denied employment, excluded from benefits, or suffer discrimination under this Agreement because of race, color, religion, sex, national origin, age, disability, political affiliation or belief, marital status, sexual orientation, citizenship, or solely because of his/her status as a Participant under this Agreement.
6. **DELEGATION/SUBCONTRACTING:** The subcontractor shall not subcontract or assign training duties under the Agreement.
7. **DISPUTES:** All disputes shall be resolved informally between the Participant, the Worksite, and the Service Provider. If resolution does not occur to the satisfaction of any party, the first step is to use any existing grievance procedures established by the Worksite to resolve disputes with Participants. If the Worksite has no internal grievance procedures, or if the dispute remains unresolved, the parties agree to participate in and be bound by determinations resulting from the administrative process of the County of Ventura/Workforce Development Board of Ventura County, in lieu of litigation.
8. **TERMINATION FOR CONVENIENCE:** Either the Worksite or the Service Provider may terminate this Agreement with written notice to the other party within seven (7) days prior to the termination date.
9. **CONTINGENCY OF FUNDING:** This Agreement may remain in force provided funding is available. The loss or disruption of funding shall be cause for termination of the Agreement.
10. **INSURANCE:** Each party agrees to maintain workers' compensation insurance as required by state statute and liability insurance covering all its employees acting within the course and scope of their insurance modification. Either party may modify the schedule, program size, or scope of the program by providing the other party with 24 hours' written notice to the specified contact person.
11. **COMMENCEMENT AND EXPIRATION DATE:** This Agreement is executed as of the date noted below and in effect through the duration of the Work Experience/Transitional Jobs opportunity, at which time it will expire unless extended in writing by both parties.

[Remainder of Page Intentionally Left Blank — Signature Page Follows]

AGREEMENT SIGNATURES

The parties agree to all the terms and conditions in this Agreement by affixing their signatures below. The Participant's signature acknowledges their responsibilities and the terms and conditions of this Agreement and does not imply contractual obligations on the part of the Service Provider and the Worksite.

Print Worksite Supervisor's Name Signature Date

Print Participant's Name Signature Date

Print Provider Staff's Name Signature Date

[For minors, parents'/guardians' signature is required.]

Print Parent's/Guardian's Name Signature Date

TIMESHEET SIGNATURE CARD

The supervisor or designee is responsible for reviewing the timesheet to ensure the accurate recording of total hours worked and for providing information on progress.

Supervisor Name (Print or Type)

Supervisor Signature Date

Alternate Supervisor Name (Print or Type)

Alternate Supervisor Signature Date

Model Timesheet

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

** Additional employer representatives authorized to sign this timesheet*

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

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

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

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

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

TRANSITIONAL JOBS PARTICIPANT ELIGIBILITY CHECKLIST

Purpose: Complete this checklist before authorizing a transitional job for any participant. All three steps must be satisfied and documentation must be in the case file prior to placement.

Participant Name:		CalJOBS ID:	
Case Manager:		Date:	

Eligibility Criterion	Met?	Source Documentation
Step 1: WIOA Enrollment and IEP		
Participant is enrolled and eligible in WIOA Adult or Dislocated Worker program (Transitional Jobs are not available under the Youth program)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>Eligibility determination in case file</i>
Individual Employment Plan (IEP) or Objective Assessment Summary (OAS) is current and on file	<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>Signed IEP/OAS in CalJOBS</i>
Transitional job is identified in the IEP as the appropriate service for this participant	<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>IEP narrative / service authorization</i>
Step 2: Barrier to Employment (At Least One Required)		
Check all that apply -- at least one must be verified. Other documents are preferred; self-attestation is acceptable when other sources would cause delay or hardship. (TEGL 23-19 Change 3, Attachment II)		
Displaced homemaker	<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>Intake application or enrollment form; cross-match with public assistance records; copy of spouse's layoff notice, death record, PCS orders, divorce records, or court records; bank records showing financial dependence; needs assessment; IEP; self-attestation (DE 807)</i>
Low-income individual	<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>Award letter (VA, SSA, court, pension); bank statements; pay stubs; employer statement; UI claim documents; copy of public assistance check or eligibility verification; cross-match with public assistance or UI wage records; family or business financial records (DE 802)</i>
American Indian, Alaska Native, or Native Hawaiian	<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>Self-identification on intake application or enrollment form; for DINAP-verified status: CDIB card, tribal enrollment card, BIA letter, or Alaska Native Corporation document</i>
Individual with a disability	<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>School 504 records; assessment test results; school IEP record; self-attestation (DE 202)</i>
Older individual (age 55 or older)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>Driver's license; birth certificate; federal, state, local, or tribal ID card; passport; public assistance or social service records; school records or ID cards (DE 200)</i>
Justice-involved individual	<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>Documentation from juvenile or adult criminal justice system; written statement or referral from court or probation officer; referral transmittal from reintegration agency; intake application or enrollment form; case notes; needs assessment; Individual Service Strategy; Federal Bonding Program application; self-attestation (DE 801)</i>

Eligibility Criterion	Met?	Source Documentation
Homeless individual or runaway youth	<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>Intake application or enrollment form; written statement or referral transmittal from shelter or social service agency; needs assessment; case notes; Individual Service Strategy; letter from caseworker or support provider; self-attestation (DE 800)</i>
In or aged out of the foster care system (age 24 or under)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>Written confirmation from social services agency; case notes; foster care agency referral transmittal; intake application or enrollment form; needs assessment; Individual Service Strategy; self-attestation (DE 704)</i>
English Language Learner, an individual with low literacy, or substantial cultural barriers	<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>Assessment test results; applicable records from education institution (transcripts or school documentation); intake application or enrollment form; Individual Service Strategy; case notes; self-attestation (DE 803/804)</i>
Eligible migrant or seasonal farmworker	<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>Cross-match with public assistance records or state MIS database; employer contract or letter; program application; case notes; self-attestation (DE 808)</i>
Single parent (including single pregnant women)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>Needs assessment; TANF single parent eligibility verification; intake application or enrollment form; Individual Service Strategy or Employment Plan; case notes; self-attestation (DE 806)</i>
Long-term unemployed (27 or more consecutive weeks)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>Cross-match with UI database; public assistance records; refugee assistance records; cross-match with public assistance database; self-attestation (DE 402)</i>
Recipient of public assistance (TANF, SNAP, SSI, GA, or other state/local assistance)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>TANF, SNAP, or SSI eligibility verification or period of benefit receipt verification; referral transmittal from benefit agency; cross-match with public assistance records; copy of authorization or public assistance check (DE 600/603)</i>

Step 3: Chronic Unemployment or Inconsistent Work History (At Least One Required)

Check all that apply -- at least one must be documented. These are local policy thresholds per LPB #2019-19, distinct from the long-term unemployed barrier in Step 2.

Unemployed 13 weeks or longer	<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>Cross-match with UI database; public assistance records; self-attestation (DE 402 framework)</i>
Unemployed in 27 of the past 52 weeks	<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>Cross-match with UI database; public assistance records; self-attestation (DE 402 framework)</i>
Held 3 or more jobs in the past 52 weeks and currently unemployed or underemployed	<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>Work history documentation; UI records; case notes documenting basis for underemployment determination; self-attestation</i>

Step 4: Work Readiness and Skills Assessment (TJ Is the Right Fit)

TJ is designed for participants who are not yet ready for WEX or OJT. Confirm the following apply.

Participant is NOT yet ready for Work Experience (WEX) -- needs stabilization before a standard work-based learning placement	<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>IEP narrative; case notes documenting readiness assessment and rationale</i>
Participant is NOT job-ready for OJT or direct placement -- does not yet have the baseline	<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>IEP narrative; assessment results or case notes</i>

Eligibility Criterion	Met?	Source Documentation
skills or work behaviors an employer would expect at hire		
Participant needs to develop foundational workplace behaviors: attendance, punctuality, communication, accountability, or task completion	<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>IEP or OAS documenting specific skill gaps; case notes</i>
Participant would benefit from structure, routine, and income as a stabilization strategy before advancing to the next step on the WBL continuum	<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>Case notes; IEP narrative describing stabilization need</i>
A transition plan is documented in the IEP, identifying what comes after the TJ (WEX, OJT, unsubsidized employment, or other next step)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>IEP transition plan section; service authorization</i>
Red Flags -- If any of the following are true, TJ may NOT be the right fit. Document your reasoning.		
⚠ Participant is already job-ready or recently employed with marketable skills (consider WEX or OJT instead)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>If checked, document in notes why TJ was still selected or redirect to the appropriate service</i>
⚠ Participant has no documented barriers and no chronic unemployment history (does not meet statutory TJ eligibility)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>If checked, TJ cannot be authorized -- participant does not meet Step 2 and Step 3 requirements</i>
⚠ TJ is being considered as a default or convenience placement rather than a deliberate clinical decision based on participant need	<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>If checked, supervisor review is required before authorization</i>

Eligibility Determination	
Determination:	<input type="checkbox"/> Eligible for Transitional Job <input type="checkbox"/> Not Eligible -- See Notes
Notes:	
Case Manager Signature:	

The Workforce Development Board of Ventura County is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. Inquiries: 805-477-5306.