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Agency

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SETA WIA Directives

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Website: <http://www.seta.net>

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

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January 11, 2013

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To: Program Managers, SETA Funded WIA Service Providers, Site Supervisors, Sacramento Works Career Center (SWCC) Staff

From: Kathy Kossick, Executive Director

RE: Nondiscrimination and Equal Opportunity Procedures

WIA Directive #IS5-08. Rev 1

The purpose of this directive is to provide guidance regarding requirements from the State of California, Employment Development Department regarding Nondiscrimination and Equal Opportunity Procedures for customers served through the Workforce Investment Act. This Workforce Services Directive (WSD07-6) updates the State’s policy on the nondiscrimination and equal opportunity procedures. It also issues a standard discrimination complaint form that is now available for use by the workforce development community when processing a discrimination complaint.

This SETA WIA Directive has been developed to ensure that SETA staff and subgrantees are meeting all Notice and Communication Requirements in regards to nondiscrimination and equal opportunity.

Initial and continuing notice of nondiscriminatory practices (Attachment 1 and 2) must be:

- Posted in prominent locations;
- Disseminated in internal memoranda and other written or electronic communications;
- Included in handbooks and manuals, brochures, broadcasts, and other communications;
- Made available to each participant,
- A copy of the WIA addendum acknowledging receipt of the non-discrimination must be scanned into the SacWorks system
- Posted at heights that can be read easily by all customers, including wheel-chair bound customers
- Posted in both English & Spanish languages
- Read to customers who are visually impaired

At enrollment, the customer must receive and review a WIA Complaint/Grievance Procedures Form, and sign the WIA addendum attesting to receipt.(Attachment 3)

- SWCC staff will provide the original to the customer and make a copy for the file.

A Discrimination Complaint Form (Attachment 4) must be made available to the customer if the customer believes that a violation of the requirements of the Workforce Investment Act has occurred.

EQUAL OPPORTUNITY IS THE LAW

It is against the law for this recipient of federal financial assistance to discriminate on the following bases:

Against any individual in the United States, on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief; and

Against any beneficiary of programs financially assisted under Title I of the Workforce Investment Act of 1998 (WIA), on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIA Title I financially assisted program or activity.

The recipient must not discriminate in any of the following areas:

Deciding who will be admitted, or have access, to any WIA Title I financially assisted program or activity;

Providing opportunities in, or treating any person with regard to, such a program or activity; or

Making employment decisions in the administration of, or in connection with, such a program or activity.

La Igualdad De Oportunidades Es La Ley

Es contra la ley que este recipiente de asistencia financiera federal discrimine por las siguientes bases:

Contra cualquier individuo en los Estados Unidos, sobre la base de raza, color, religión, sexo, origen nacional, edad, incapacidad, afiliación política o creencia; y

Contra cualquier beneficiario de programas asistidos financieramente bajo el Título 1 del Workforce Investment Act de 1998 (WIA), sobre la base de ciudadanía/estado del beneficiario como inmigrante legalmente admitido y autorizado para trabajar en los Estados Unidos, o su participación en cualquier programa o actividad asistido financieramente por el Título 1 del WIA.

El recipiente no debe discriminar en ninguna de las areas siguientes:

Decidir quien será admitido, o tendrá acceso, a cualquier programa o actividad asistido financieramente por el Título 1 del WIA;

Proveer oportunidades en o el tratamiento de cualquier persona en relación con dicho programa o actividad; o

Tomar decisiones de empleo en la administración de, o en relación con, dicho programa o actividad.

WHAT TO DO IF YOU BELIEVE YOU HAVE EXPERIENCED DISCRIMINATION

If you think that you have been subjected to discrimination under a WIA Title I financially assisted program or activity, you may file a complaint within 180 days from the date of the alleged violation with either:

The recipient's Equal Opportunity Officer (or the person whom the recipient has designated for this purpose); or
The Director, Civil Rights Center (CRC),
U.S. Department of Labor, 200 Constitution Avenue NW,
Room N-4123, Washington, DC 20210.

If you file your complaint with the recipient, you must wait either until the recipient issues a written Notice of Final Action, or until 90 days have passed (whichever is sooner), before filing with the Civil Rights Center (see address above).

If the recipient does not give you a written Notice of Final Action within 90 days of the day on which you filed your complaint, you do not have to wait for the recipient to issue that Notice before filing a complaint with the CRC. However, you must file your CRC complaint within 30 days of the 90-day deadline (in other words, within 120 days after the day on which you filed your complaint with the recipient).

If the recipient does give you a written Notice of Final Action on your complaint, but you are dissatisfied with the decision or resolution, you may file a complaint with the CRC. You must file your CRC complaint within 30 days of the date on which you received the Notice of Final Action.

Que Debe Hacer Si Usted Cree Que Ha Experimentado La Discriminacion

Si usted piensa que ha sido sometido a discriminación bajo un programa o actividad que es asistido financieramente bajo el Título 1 del WIA, puede presentar una queja en el plazo de 180 días desde la fecha de la supuesta violación ya sea con:

El Oficial de Igualdad de Oportunidades del recipiente (o la persona a la que el destinatario ha designado para este propósito); o el Director, Civil Rights Center (CRC) (Centro de Derechos Civiles), U.S. Department of Labor (Departamento de Trabajo de Estados Unidos), 200 Constitution Avenue NW, Room N-4123, Washington, DC 20210.

Si usted presenta su queja con el receptor, debe esperar hasta que el receptor emite un aviso de Acción Final por escrito, o hasta que hayan pasado 90 días (lo que ocurra primero), antes de presentar su queja con el Centro de Derechos Civiles (vea la dirección arriba).

Si el receptor no le da un aviso de Acción Final por escrito dentro de 90 días del día en que usted presentó su queja, no tiene que esperar para que el receptor emite ese aviso antes de presentar usted una queja con el CRC. Sin embargo, usted debe presentar su queja dentro de un plazo de 30 días a partir de la fecha límite de 90 días (en otras palabras, en el plazo de 120 días después de la fecha en la cual usted presentó su queja con el receptor).

Si el receptor realmente le da un aviso por escrito de la Acción Final sobre su queja, pero usted está insatisfecho con la decisión o resolución, usted puede presentar una queja con el CRC. Usted debe presentar su queja dentro de 30 días a partir de la fecha en que usted recibió el aviso de acción.

WIA COMPLAINT/GRIEVANCE PROCEDURES

A. COMPLAINTS OF VIOLATION(S) OF THE WORKFORCE INVESTMENT ACT

If you are a participant or other interested party affected by the Sacramento Workforce Investment System, including a one-stop partner or service provider, and you believe that a violation of the requirements of the Workforce Investment Act has occurred, you may file a grievance or complaint with the Sacramento Employment & Training Agency (SETA). Such grievance or complaint must be filed with SETA within one (1) year of the alleged violation. Participants have the right to receive technical assistance. Such technical assistance includes providing instructions on how to file a grievance or complaint, providing relevant copies of documents such as the WIA, regulations, local policies, contracts, etc., and providing clarifications and interpretations of relevant provisions.

The grievance or complaint must be in writing, signed and dated by the grievant/complainant and shall contain the following information:

1. The full name, telephone number (if any) and mailing address of the grievant/complainant.
2. The full name, telephone number (if any) and mailing address of the respondent (the person or entity against whom the grievance/complaint is made).
3. A statement of the basis for the complaint, including the requirement of the Workforce Investment Act that the grievant/complainant alleges has been violated.
4. A clear and concise statement of the facts, including pertinent dates, constituting the alleged violation.
5. The remedy being sought, which must be consistent with the requirement violated and the facts presented, and may only be one or more of the following remedies:
 - a. A suspension or termination of payments under the WIA;
 - b. A prohibition of placement of a participant with an employer that has violated any requirement of the WIA;
 - c. Reinstatement of an employee, payment of lost wages and benefits, and reestablishment of other relevant terms, conditions, and privileges of employment; and
 - d. Other appropriate forms of equitable relief.

Upon receipt of any such complaint or grievance, SETA will process the matter consistent with SETA's Complaint Resolution Procedure and will provide for an informal resolution or hearing. Any grievance or complaint that alleges a labor standards violation may be submitted to binding arbitration between the parties, if a collective bargaining agreement covering the parties to the grievance or complaint so provides. Hearings on any grievance or complaint shall be conducted within 30 days of filing a grievance or complaint. The complainant and the respondent will be notified in writing of the hearing 10 days prior to the date of the hearing. The 10-day notice may be shortened with the written consent of both parties.

Not later than 60 days after the filing of the grievance or complaint, the hearing officer shall mail a written decision to both parties.

Any grievance or complaint may be appealed to the State of California, Employment Development Department (or other designated state department) if: (a) no decision is reached within 60 days; or (b) either party is dissatisfied with SETA's determination. The complainant may request a State hearing by submitting a written notice of appeal to:

Chief, Compliance Review Division, MIC 22-M
 Employment Development Department
 P.O. Box 826880 Sacramento, CA
 94280-0001

B. COMPLAINTS OF DISCRIMINATION

It is against the law for this recipient of federal financial assistance to discriminate on the following basis:

Against any individual in the United States, on the basis of race, color, religion, sex, national origin, age, disability political affiliation or belief; and Against any beneficiary of programs financially assisted under Title I of the Workforce Investment Act of 1998 (WIA), on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation of any WIA Title I financially assisted program or activity.

The recipient must not discriminate in any of the following areas:

1. Deciding who will be admitted, or have access, to any WIA Title I financially assisted program or activity;
2. Providing opportunities in, or treating any person with regard to, such a program or activity; or
3. Making employment decisions in the administration of, or in connection with, such a program or activity.

If you believe that you have been discriminated against, you may file a complaint with the Sacramento Employment and Training Agency, consistent with 20 CFR Section 667.600 and 29 CFR Part 37 and Part 32, Subparts B and C and Appendix A. Complaints alleging discrimination should be filed within 180 days of the alleged act of discrimination and should be filed with either SETA's Affirmative Action/Equal Employment Opportunity Officer (Administration Department Chief or his/her designee) or directly with the Director, Civil Rights Center, U. S. Department of Labor.

Director Mr. Rod Nishi
 Civil Rights Center (CRC) Administration Department Chief
 U.S. Department of Labor Sacramento Employment & Training Agency 200 Constitution Avenue, N.W.
 925 Del Paso Blvd. Room N-4123 Sacramento, CA 95815-3512 Washington, D.C. 20210 Phone:
 (916) 263-3856

If you elect to file your complaint with SETA, you must wait either until SETA issues a written Notice of Final Action or until 90 days have passed (whichever is sooner), before filing with the CRC (see address above). If SETA has not provided you with a written Notice of Final Action within 90 days of the day on which you filed your complaint, you need not wait for such a Notice to be issued, but may file a complaint with the CRC within 30 days of the expiration of the 90-day period (in other words, within 120 days after the day on which you filed your complaint with SETA). If you are dissatisfied with SETA's resolution of your complaint, you may file with CRC. Such a complaint must be filed within 30 days of the date you received SETA's Notice of Final Action. A form for filing discrimination complaints with CRC is available from SETA's AA/EEO Officer. Complaints containing a variety of allegations, some of which address discrimination and others which do not, shall be bifurcated (divided into two separate parts) with the discrimination allegations forwarded to CRC and the remaining allegations to be heard by SETA.

**DISCRIMINATION COMPLAINT FORM
WORKFORCE DEVELOPMENT COMMUNITY**

This form should be used by anyone who wishes to file a discrimination complaint against any person(s)/entity that discriminates against you in the workforce development community system. To file a discrimination complaint, complete this form, sign on page 4 and return to the One-Stop Career Center Equal Opportunity Officer or EDD field office complaint representative.

1. Complainant information:

Miss Ms. Mrs. Mr. Other Home Phone: () -
 Work Phone: () -
Name: Cell : () -
Street Address: _____
City: _____ E-mail: _____
State: _____ Zip Code: _____

2. Complainant contact information:

When is it a convenient time during business hours (8am to 5pm) to contact you by phone about this complaint? **Day Monday Tuesday Wednesday Thursday Friday**

Time	Monday	Tuesday	Wednesday	Thursday	Friday
Phone					

3. Contact information for the person(s) who you claim discriminated against you:

Provide the name of the entity where person(s) work(s):

Name of person(s) who discriminated against you:

Address of person(s)/entity:

City: _____ State: _____ ZIP Code: _____

Phone: () -

Date of first occurrence:

Date of most recent occurrence:

4. Tell us about the incident(s):

- Explain briefly what happened and how you were discriminated against.
- Provide the date(s) when the incident(s) occurred.
- Indicate who discriminated against you. Include names and titles if possible.
- If other people were treated differently than you, tell us how they were treated differently.
- Attach any documents that you think might help us better understand your complaint.

5. Please list below any person(s) (witnesses) that we may contact for additional information to support or clarify the complaint.

Name	Address	Phone

6. Basis for the discrimination:

- Check the type of discrimination you experienced, such as age, race, color, national origin, disability, etc.
- If you believe more than one basis was involved, you may check more than one box:

- | | |
|--|---|
| <input type="checkbox"/> Age- <i>provide date of birth:</i> | <input type="checkbox"/> Citizenship or status as alien US Worker |
| <input type="checkbox"/> Color | <input type="checkbox"/> Disability |
| <input type="checkbox"/> National Origin | <input type="checkbox"/> Political Affiliation |
| <input type="checkbox"/> Political Belief | <input type="checkbox"/> Religion |
| <input type="checkbox"/> Retaliation | <input type="checkbox"/> Sexual Harassment |
| <input type="checkbox"/> Gender – <i>Specify</i> <input type="checkbox"/> F <input type="checkbox"/> M | <input type="checkbox"/> Status as a program participant under the Workforce Investment Act of 1998 |
| <input type="checkbox"/> Race - <i>indicate race:</i> | <input type="checkbox"/> Other (<i>Specify</i>): |
| <input type="checkbox"/> of Hispanic or Latino origin | <input type="checkbox"/> not of Hispanic or Latino origin |

7. Have you previously filed a complaint against this person(s)/entity? Yes No
 If **YES**, answer the questions below, if **NO** move to section 8.

a. Was your complaint in writing? Yes No

b. On what date did you file the complaint?

c. Name of office where you filed your complaint:

Address: _____

City: _____ State _____ ZIP Code _____

Phone number: () -

Contact person (if known): _____

d. Have you been provided a final decision or report? Yes No

If you marked "YES", please attach a copy of the complaint.

8. What corrective action or remedy do you seek? Please explain:

9. Choosing a personal representative:

- You may choose to have someone else represent you in dealing with this complaint. It may be a relative, friend, union representative, an attorney or someone else.
- If you choose to appoint someone to represent you, all of our communication to you will be routed through your representative.

Do you want to authorize a personal representative to handle this complaint?

Yes No

If YES, complete the section below. **If NO**, go to Section 10.

AUTHORIZATION OF PERSONAL REPRESENTATIVE

I wish to authorize the individual identified below to act on my behalf as my personal representative, in matters such as mediation, settlement conferences, or investigations regarding this complaint.

Name: _____

I am an attorney representing the complainant. I am not an attorney representing the complainant.

Mailing Address: _____

City: State: Zip Code:

Phone : () -

Fax: () -

E-mail: _____

10. Alternate Dispute Resolution (ADR) also known as mediation.

Notice: You must indicate if you wish to mediate your case. The EEO Office cannot begin to process your complaint until you have made a selection. Please check **YES** or **NO** in the spaces below.

- Mediation is an alternative to having your complaint investigated. 📄 Neither party loses anything by mediating.
- The parties to the complaint review the facts, discuss opinions about the facts, and strive for an agreement that is satisfactory for both.
 - Agreement to mediate is not an admission of guilt by the person(s)/entity that you claim discriminated against you.
 - Mediation is conducted by a trained, qualified and impartial mediator.
 - You (or your Personal Representative) have control to negotiate a satisfactory agreement.
 - **Terms of the agreement are signed by the complainant and the person(s)/entity that you claim discriminated against you.**
 - **Agreements are legally binding on both parties.**
 - If an agreement is not reached, a formal investigation will start.
 - Failure to keep an agreement will result in a formal investigation.
 - A formal investigation will be opened if retaliation is reported.
- **Do you wish to mediate your complaint?**
(Please check only one box)

YES, I want to mediate. **NO**, please investigate.

If you select “YES” you will be contacted within five business days with more information.

11. Complainant’s signature:

You must sign this form for your complaint to be processed!

- Faxed or otherwise electronically delivered complaints will be logged into our system; however, an official investigation cannot begin until the original, signed copy is received.

Signature:

Date:



Date: November 28, 2012

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

From: Kathy Kossick, Executive Director

**RE: SacWorks Customer Flow Directive
WIA Directive #IS01-08 – Revision 4**

The Sacramento Works Career Center (SWCC) system provides job seekers and employers with access to all recruitment, engagement, training, and job placement products and services in the Sacramento region. It is the goal of the Career Center system to develop a skilled talent pool to meet the hiring needs of the region’s employers.

This directive seeks to establish the customer flow and the services that will be available to turn job seekers into talented job candidates.

Welcome/Engagement Function

Upon entering a Sacramento Works One Stop Career Center, customers should be acknowledged immediately by a Welcome/Engagement team member. It is the responsibility of career center Welcome/Engagement staff to engage customers by providing a warm and welcoming environment, and an orientation to services that are available to help them, including how to complete the on-line registration on the SacWorks website.

Staff should assist each customer to:

“Know their Skills, Enhance their Skills and
Get the Best Job Possible with the Skills they have.”

Staff should also assist customers with referrals to community services that are not provided at career centers, and assist and encourage them to become a career center member in order to access services beyond those that are self directed. To become a member, customers must complete the SacWorks registration and addendum. Customers should also be encouraged to provide evidence of Right-to-Work (RTW), age and birth date documentation and Dislocated Worker, Veterans, and/or selective service registration (if applicable).

All services, including enrollment, are tracked through the use of the SacWorks System either by the activity scanning process or through the creation of a participation/enrollment into the SacWorks system.

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

A. Customer's First Visit

The customer's first visit to the career center will include:

1. Completion of the SacWorks Registration Form (Exhibit A).
Customers may have registered for SacWorks on-line from a remote location prior to their initial career center visit, or may need to complete the registration during their initial visit. Customers who are comfortable with using a computer can complete the registration on line; those who are not comfortable with technology can complete a paper registration which staff will then input.
2. Receipt of a packet of career center information which includes, at a minimum, the Job Seeker's Code of Conduct (Exhibit C), the SWCC Authorization for Release of Confidential Information (Exhibit D), the Nondiscrimination and Equal Opportunity Procedures (Exhibit E), and the Employment Development Department's (EDD) brochure, *Attention All Job Seekers* (Exhibit F) (which explains the RTW documents needed to establish eligibility for both the Workforce Investment Act and Wagner-Peyser systems). By signing the SacWorks Addendum (Exhibit B), the customer acknowledges receipt of Exhibits C, D, E and F.
3. Customers will be encouraged to complete the SacWorks Addendum. Once completed, staff will scan the Addendum into the Vault System along with all of the eligibility documentation and file the hard copy of the Addendum into a secure cabinet. This will allow other career centers the ability to view the Addendum, and avoid duplicate input. The Addendum will only be input into the system if it has been determined that Intensive Job Search Assistance, Training or Support Services will be provided. If the Addendum is older than 90 days, staff should review the Addendum with the customer, make changes if applicable, and have the customer initial and re-date the signature line of the document to attest that the information is still correct. If changes are made then the document will need to be re-scanned into the Vault system.
4. Assignment of the SacWorks membership card, which the customer will present each time they come to the career center to scan use of Universal or Core Services.
5. A short informal orientation/tour of the career center which includes an explanation of the Customer Satisfaction Survey form. Customers should be encouraged to complete this on-line survey (www.CAIZ.org) after each career center visit.
6. Registration into the CalJOBS system (this is mandatory for Veterans and Unemployment Insurance Recipients. If the customer does not register for CalJOBS, their benefits will be delayed). CalJOBS registration is conducted on-line. If one or more of the following conditions are identified, staff should discuss and determine methods to best address these obstacles.
7. Special Needs – Staff will accommodate with assistive technology when available or contact the Disability Program Navigator to accommodate special needs. Customers lacking basic computer skills – customers may need to access computer literacy classes or take on-line tutorials in order to feel comfortable using technology.
8. Information on how to access and complete the Background Wizard in the Customer Portfolio in the SacWorks system. The Background Wizard allows the customer to identify skills and abilities they possess in order to identify employment goals, build portions of the SacWorks on-line Resume, and ensure that customers receive information on available jobs that match their skills and abilities.
9. Each customer will be encouraged to complete the Quick Guide Skills Review, a short on-line skills review/skill assessment that measures reading for information, locating information and applied mathematics. Coaches should promote the Quick Guide Skills Review by explaining how taking this assessment will benefit customers by providing information that will assist them in selecting an employment goal and identify career readiness skills needs in order to assist them in obtaining their employment goal.

B. Creation of Participation and Enrollment into WIA Intensive Services

I. Right-To-Work

To enroll into the Workforce Investment Act Program:

1. The customer must provide proof of their Right-to-Work, age and birth date and Selective Service Registration (if applicable) and provide demographic information. The Right-to-Work documents are listed in the EDD brochure, *Attention All Job Seekers* (Exhibit F), which is part of the packet that is provided to customers at their initial visit to the career center.
2. The policy on non-registration for the Selective Service is as follows:
In order to be enrolled in programs funded by the Workforce Investment Act, males born after December 31, 1959, will have to be registered for the Selective Service. Staff will determine if a customer has registered, using the auto-populated fields in SacWorks. If male customers have not registered and have not reached their 26th birthday, staff will offer to register them on-line. If the customer is over 26 years of age, they can no longer register and must provide a valid reason indicating that they did not “knowingly and willfully” fail to register. The customer will be provided with the “Request for Status Information Letter,” including instructions for filling it out. Section 2 will ask the customer to explain the reason they failed to register with Selective Service upon reaching 18 and before reaching age 26.

The “valid” reasons for a customer failing to register for selective service, adopted by the WIB as local policy, include:

- In the military;
- Incarcerated, institutionalized or hospitalized;
- Entered the country after age 26;
- Lawful non-immigrant on a visa;
- High school drop-out (if individual dropped out before school notified them they had to register);
- Language barrier (if individual did not understand oral or written instructions that they had to register); or
- The customer shows, by a preponderance of the evidence, that his failure to register was not a knowing and willful failure to register.

The Coach will meet with the customer and review the Request for Status Information Letter. The Coach will review and scan this three page letter into the customer’s file in the Vault System. The Career Center staff will mail the completed Request for Status Information Letter to the Selective Service System. If the Coach determines that the customer’s reason is not valid, they will not be enrolled and will be denied staff assisted services and access to WIA-funded activities. Once the letter has been scanned into the Vault system, it is not necessary to maintain a copy of the request for Status Information Letter.

(See Exhibit G in the Sacramento Works Training Manual, entitled “Who Must Register Chart”)

I. Enrollment/Creating Participation in SacWorks - Refer to Training Manual, Section 5

1. Staff Assisted Services/Initial Assessment/Coaching

- When SacWorks and CalJOBS registrations are complete, the customer will meet with a Welcome/Engagement Staff who will use the Initial Assessment/Intake Interview Guidelines, (Exhibit H), to determine possible actions or assignments for customers. [Coaches must set “Alerts” to ensure notification when a customer is about to Soft Exit or Activity is about to end. Once the “Alerts” have been created, they will apply to ALL customers assigned to a coach’s caseload. It is not necessary to set Alerts for each customer individually \(see Section III below for more detail\).](#)

2. Coaching Appointment or Workshop: Development of the “MAP” (My Action Plan)

The “MAP” (Exhibit I) is the Customer’s Action Plan that is developed by the customer with input from their coaches through the process of “Assignment-Based Coaching”. The MAP can be started at any time during a customer’s participation in career center activities. It is the responsibility of the customer to maintain the MAP. All career center staff will encourage customers to identify their goals and outline the steps needed to accomplish their goals, including target dates for completion, and keep track of them using their MAP. Customers should be encouraged to include completion of both the Background Wizard and on-line resume in the SacWorks system as one of their MAP goals. Through the use of active questioning and coaching, customers will develop personal assignments that will assist them in accomplishing the goals that they have identified on their “MAP”. Workshop facilitators and coaches will encourage customers to update their MAP on a continual basis, setting aside time in workshops to discuss accomplishments and next assignments. The MAP includes a schedule for customers to keep track of their appointments and workshops.

II. Gold Standard Random Assignment (Beginning February 1, 2012)

Once the staff has completed the SacWorks Addendum, (with all RTW documents and the SacWorks Addendum scanned into the Vault system), the customer has completed an initial assessment/Coaching session, and the coach, site supervisor, and customer have determined that the customer should be enrolled into Intensive Services and is not exempt from participating in the Gold Standard study, customers will receive an informational orientation about the Gold Standard Review, a mandated Department of Labor study evaluating the effectiveness of the services provided at career centers. This orientation will be provided either by staff and/or through an informational video and can be offered in a group setting or on a “one-on-one” basis. During this orientation, the customer will learn how they will be randomly assigned for a period of fifteen months to a WIA services group and how this random assignment could impact the services they will be receiving through WIA. Additionally, they will be informed about the necessary information that will be required to complete the study documents which include:

1. Gold Standard Consent to Participate
2. Study Eligibility Checklist
3. Study Registration Form
4. Gold Standard Base Line and Contact Information

For those customers who are Limited English Speaking, these documents will be available in Spanish and other languages identified as being needed.

Once these forms are completed, staff will explain to the customer that their application for intensive and training services will be evaluated by a case review team and they will be randomly assigned to a Gold Standard research group. Staff will ascertain whether the customer is a member of any of those groups that have been deemed exempt from this study (veterans and their spouses, youth under age 18, those eligible for Trade Adjustment Assistance, incumbent workers). Once the site supervisor or the case review team has determined that a customer would benefit from intensive or training services, staff will go to the Mathematica website and enter the required customer information. The customer will automatically be randomly assigned to one of three research groups: Group 1-Core Services, Group 2-Core and Intensive Services, and Group 3-Full WIA Services. Staff will then send an email or a letter or explain to the customer in person which services they have been approved to receive (i.e. which group they have been randomly assigned) and answer any questions they might have regarding this process

Career Center staff will insure that Study forms are kept in a secure, locked place. Once a week, the SETA Courier or other designated staff person will pick up the forms and deliver to the designated staff person at SETA’s administrative offices.

III. Job Search/Placement Activities, Skills Development, Financial Assistance and Training Activities

Once the Gold Standard random assignment has been made and the customer is assigned to a service group, a meeting with a Career Coach will be scheduled. Using effective questioning techniques, the Career Coach will assist the customer in determining what assignments and activities would be the most useful in developing and implementing their Individual Employment Plan. Examples include:

- Identification of personal or pre-employment issues which need to be addressed prior to the start of skill development or job search
- Completing comprehensive assessments
- Conducting research on skills development/enhancement products (which may vary from Pre-Employment Services to Vocational Skills Training).

The Sacramento Works One Stop Career Center activities and training programs are available on the Sacramento Works website (www.sacramentoworks.org) and will be continuously revised and updated as part of the events calendar on the homepage. The events calendar includes all workshops and classes being provided for coaches and customers to use to find appropriate services and products.

Core/Intensive activities and services provided by the Career Center System are:

- Assessment
- Basic Career Technical Training
- Computer Literacy
- Employment and Job Search Skills
- Employment Networking
- Financial Literacy
- Financial Aid Options
- Job Coaching/Career Counseling
- Job Referrals to Employers
- Soft Skills Training
- Workforce Intelligence
- Services to Special Populations
- Support Services

Enrolling into Intensive Services:

- If enrolling into Intensive Services without spending money, the active MAP scanned into Vault will be the initial IEP. Once the customer receives support services or training, the IEP templates will be required.
- The customer will be assigned to a specific career center coach in SacWorks at the time of enrollment into Intensive Services.
- Documentation in SacWorks must be entered within 60 days to document services provided to prevent soft exits. Documentation can be noted in case notes or scanned career center activities.

Scholarships will be provided to customers who:

- Have been identified through the Gold Standard Random Assignment to be in Group 3- Full WIA Services group.
- Need skills development and training and have demonstrated motivation and the ability to choose and successfully complete assignments, including the Scholarship Award Application.
- Are interested in skills development training and are unable to obtain assistance from other sources to pay for the cost of such training.
- Are determined eligible.
- Have been determined by their coach to be in need of training services and have the skills and qualifications to successfully complete the selected training program.
- Have selected an occupation/program that is directly linked to employment opportunities in the area and that is reflected in one of the Sacramento Works Critical Occupational Clusters.

The Coach is responsible for the review of the Scholarship Application and making the recommendation to the Site Supervisor for final approval of all Workforce Investment Act Scholarship Awards (ITAs). The

SacWorks Individual Employment Plan template (Exhibit J) will be used as the official IEP for Training activities. Coaches will complete the IEP template that will provide justification for the referral into the training activity and enter it into SacWorks. Once approval of the Scholarship Award Application is received, the coach will inform the customer of the approval, encourage them to keep in contact and provide information on job retention services that are always available to them.

Coaches will be responsible for the following:

- Assigning the customer to their SacWorks caseload.
- Completion of the Training Service Agreement including the signature of the supervisor and the training provider.
- Faxing the completed Service Agreement to the Fiscal Department.
- Faxing or emailing a completed Financial Obligation Form to SETA along with a copy of the Service Agreement to Support Staff.
- Creating Participation in the SacWorks system (See Screen Shots in SacWorks Training Manual)
- [Setting “Alerts” \(Manage Communications/Manage My Alerts/Modify My Alert Subscriptions\) in SacWorks to notify coaches of a variety of upcoming actions \(e.g. Customer about to Soft Exit, Activity End Date about to occur, etc.\) for those customers assigned to the coach’s caseload. Once the “Alerts” have been created, they will apply to ALL customers assigned to a coach’s caseload. It is not necessary to set Alerts for each customer individually.](#)
- Documenting the customer’s status, on a monthly basis, in SacWorks by using brief case notes (as necessary).
- Working cooperatively with LTPL Training Providers to obtain monthly customer progress reports, assisting customers with barriers to continuing training, following up with training providers and customers for completion and placement information, and submitting Employment Placement Forms to Support Staff in a timely manner (LTPL training providers will submit Employment Placement Form(s) directly to coaches for review, and submittal, for those customers that are placed into employment after successful completion of the training program). For reference, an Occupational Skills Training (OST) customer roster report is available electronically at <http://bamboo.seta.net>. The report makes available a customer roster by specific LTPL provider. The report also makes available the ability to download a complete customer roster report across all providers. *(The OST roster report can also be customized to reflect customers who were enrolled in training during a specific time frame by selecting the Options link and setting a specific date range. The OST customer roster report is based on whether or not the customer’s training activity was Open during the report time frame selected).*

For more information see the Financial Assistance Award Directive: (WIA Directive IS2-08)

On-the-Job Training (OJT) will be provided to customers who:

- Have been identified through the Gold Standard Random Assignment to be in Group 3- Full WIA Services group.
- Need skills development and training and have demonstrated motivation and the ability to choose and successfully demonstrate job readiness.
- Are determined eligible for the CalWORKS program and have been referred by the County Department of Human Assistance or are Dislocated Workers who are participating in the NEG OJT program. Have selected an occupation/program that is directly linked to employment opportunities in the area and that is reflected in one of the Sacramento Works Critical Occupational Clusters.

The Career Center coach is responsible to work with OJT service provider staff to recruit, assess, and enroll customers for the OJT program. The SacWorks Individual Employment Plan (Exhibit J) will be used as the official IEP for training activities. Coaches or OJT provider staff will complete the template with the customer that will provide justification for the referral into the training activity.

Once an employer has selected a customer for its OJT contract, the OJT provider staff will inform the customer of the approval, and provide on-going coaching and job retention services.

OJT provider staff will be responsible for the following:

- Completion of the OJT contract or Service Agreement to include the signature of the supervisor and the training provider
- Faxing or delivering a copy of the agreement to the Monitoring Unit
- Insuring that all required documents, including the SacWorks Registration and Addendum, are completed accurately.
- Creating Participation/Enrollment in the SacWorks system to reflect that the customer is enrolled into an OJT program.
- Assigning the OJT customer to the OJT provider staff's SacWorks caseload.
- Setting "Alerts" (Manage Communications/Manage My Alerts/Modify My Alert Subscriptions) in SacWorks to notify coaches of a variety of upcoming actions (e.g. Customer about to Soft Exit, Activity End Date about to occur, etc.) for those customers assigned to the coach's caseload. Once the "Alerts" have been created they will apply to ALL customers assigned to a coach's caseload. It is not necessary to set Alerts for each customer individually.
- Documenting the customer's status, on a monthly basis, in the customer's SacWorks case notes
- Receiving documentation of attendance, payroll and evaluation of training from employers, assisting customers with barriers to continuing training, and submitting placement forms to SETA Support Staff in a timely manner.

For More information see the On-the-Job Training directive (WIA Directive #IS4-08)

Enrollment in a Career Center activity or service and/or placement into employment does not end the customer's relationship with the career center. Continued coaching and support may be necessary to ensure that the customer's goals are met and performance goals are attained. Coaches must continually encourage the customer to contact the Center's team if there are any issues with employment.

IV. Data Collection and Customer Tracking

The SacWorks Events Calendar/Events Scheduler will be used to schedule and enroll career center customers into workshops. All intensive and training services will be entered into SacWorks by creating WIA Participation and adding appropriate activity codes into SacWorks.

V. Closures/Outcomes/Exits

Customers who enter into unsubsidized employment following the completion of vocational training or OJT will be exited through SacWorks by SETA Support Staff only. This process is detailed under the Coaches responsibilities on Page 6, and OJT Provider Staff responsibilities on Page 7 of this directive. All other customers will be exited through a soft-exit process that is automatically initiated after 90 days have lapsed without a service being entered or extended in the SacWorks system. Prior to allowing a customer to Soft Exit, coaches should contact the customer to determine employment status. If the customer is not employed, coaches should encourage the customer to come into a career center to receive additional services. All contacts with a customer, whether successful or not, must be documented in the customer's Case Notes. Career Centers and OJT Providers are evaluated on the number of customers who enter unsubsidized employment. The timely submission of Placement Forms plays a critical role in the overall Career Center performance. Evaluation data will include a center's past year's performance measured against EDD's base-wage file, as well as "real-time" employment information entered into SacWorks.

If you have questions or comments about this customer flow, please contact SacWorksSupport@delpaso.seta.net



March 13, 2013

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Website: <http://www.seta.net>

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

From: Kathy Kossick, Executive Director

Re: **Eligibility or Demographic Data Collection and Criteria**
WIA Directive #IS22-09 (Revision #3)

This directive is intended to provide guidance on issues related to eligibility, documentation verification, Priority of Service and enrollment of adults, dislocated workers and youth into the Workforce Investment Act (WIA).

1. Career Center Registration

Under the WIA program, universal access to services can be provided to all eligible adults who complete the registration process. Intensive and Training Services are provided to eligible adults who, in addition to completing the registration process,

- a. Successfully complete an Integrated Application which is entered into the electronic data management system ; and
- b. Sign that they have received the Authorization for the Release of Confidential Information, Non-discrimination/Equal Opportunity Procedures, and Customer Code of Conduct (all of which are included in the customer’s Welcome Packet).

Career Center Enrollment

See SacWorks Customer Flow Directive, **WIA Directive #IS01-08 – Revision 4, Section B.**

2. Qualifying Criteria and Priority of Service

Customers who are Dislocated Workers, veterans or eligible spouses of veterans must provide documentation of their status for the purpose of tracking, reporting, and to ensure that services are being provided to those individuals most in need.

The Workforce Investment Act requires that career center coaches determine that dislocated workers are unlikely to return to their previous industry or occupation in order to receive training. Based on the current Sacramento County unemployment rate and data from the Center for Strategic Economic Research, the likelihood for an unemployed/dislocated worker to return

to their previous occupation is significantly compromised.

To assist coaches to document their determination that dislocated worker customers are unlikely to return to their previous occupation, staff has revised the Financial Assistance Template to add three additional eligibility documentation categories. Coaches must document one of the following reasons that a customer is unlikely to return to previous employment and is therefore in need of additional training before a training activity can be approved:

1. Occupation/industry shows negative or slow (10% or lower) job growth. Please refer to a specific primary occupation in CareerGPS.com (<http://www.careergps.com/occupations.asp>) for occupational forecast job growth information (“Employment Change” Percent), or
2. Customer has been unemployed 15 of the last 26 weeks, or
3. Customer has documented job search efforts and has been unable to find employment in their previous occupation

National Emergency Grant (NEG) OJT Participant Eligibility:

Customers are determined eligible for the NEG OJT program if the following requirements are met:

1. Must meet the definition of a dislocated worker as defined in WIA Section 101(9)
2. Must have been laid off after January 1, 2008
3. Must meet the definition of prolonged unemployed. Prolonged unemployed is defined as those dislocated workers who have been unemployed beyond the state’s average Unemployment Insurance (UI) duration of 21.5 weeks. The number of weeks unemployed is the indicator, and not the UI status.

Priority of service for NEG OJT program:

1. The first priority will be individuals not covered by UI and unemployed for 99 weeks or longer after January 1, 2008. Veterans and participants with the greatest barriers to employment will receive priority of service.
2. The second priority will be individuals who meet the definition of prolong unemployed (have been unemployed and/or receiving UI benefits longer than the state’s average UI duration of 21.5 weeks).

Priority of services for formula Adult and Dislocated Worker programs:

SETA has received specialized funding that provides priority for enrollment to special populations, including veterans, disabled, welfare recipients, and dislocated workers. The Sacramento Works Board has determined that there is sufficient funding in the region to provide employment and training services to adults and has determined that a priority of service system is not necessary for the formula WIA Adult/Dislocated Worker program. The Sacramento Works Board has approved a self-sufficiency standard for use by coaches in determining need for training services. The Self-sufficiency Calculator, an on-line at <http://www.insightcced.org/calculator.html>, should be used by customers and coaches in the scholarship application and approval process to compare the income of each customer with the wages necessary for a customer to become self-sufficient.

CalWorks OJT Participant Eligibility:

Eligibility is determined by the Sacramento County Department of Human Assistance.

3. Eligibility and Data Collection

The attached document, “Program Eligibility and Data Collection,” lists, by funding stream, the criteria for enrolling in the adult and youth programs, the elements that are verified, and the documents used to verify each of these elements. Eligibility documents must be scanned into the electronic document storage system (Vault).

Program Eligibility and Data Collection

Funding Stream	Qualifying Criteria (Demographic Tracking)	Data Collection Elements	Documentation or Verification
<p>1. Adult (201)</p> <p>Applies to all adults receiving staff-assisted services at a Career Center, those receiving WIA funded training and/or Support Services, and those receiving ARRA funded occupational skills training.</p>	<ol style="list-style-type: none"> 1. Complete and correct Sacramento Works Application including demographic information and verification of (a) Authorization to Work, (b) Birth Date, and (c) Selective Service Registration. 2. Participate in one or more staff-assisted activities <u>on or after the last application date</u>. 3. Be at least 18 years old 4. Acknowledge receipt of (a) Customer Code of Conduct, (b) Authorization for Release of Information, (c) Complaint and Grievance Procedures 	<p>Authorization (Right) to Work</p> <hr/> <p>Birth Date</p> <hr/> <p>Selective Service Registration applies to males (age 18 and older), born after December 31, 1959.</p>	<p>See "Attention All Job Seekers" Attachment (A)</p> <hr/> <p>If an individual is registered, the SMARTware system will display the registration number and date.</p> <p>Males not registered and not yet 26 years old, can register online with staff assistance. Males not registered and over the age of 26, using the Request for Status Information Letter, must establish that they did not "knowingly and willfully" fail to register. Acceptable reasons:</p> <ul style="list-style-type: none"> - Was in the military - Was incarcerated, institutionalized or hospitalized - Entered the country after age 26 - Is a lawful non-immigrant on a Visa - Is a high school drop-out (and was not notified of the need to register prior to drop-out) - Has a language barrier (and did not understand oral/written instructions) - Demonstrates, by a preponderance of evidence, that his failure to register was not a knowing and willful act.

Funding Stream	Qualifying Criteria (Demographic Tracking)	Data Collection Elements	Documentation or Verification
<p>2. Adult, WIA Dislocated Worker, National Emergency Grant (NEG)</p> <p>Adults who are enrolling as Dislocated Workers or in National Emergency Grant (NEG) need to meet the criteria as a Dislocated Worker.</p> <p>3. Adult, WIA and ARRA – Dislocated Worker (501)</p>	<p>In addition to “Adult” requirements, Dislocated Workers must establish that they: (1,2,3 or 4)</p> <ol style="list-style-type: none"> 1. Have been terminated or laid-off or have received a notice of termination or layoff from employment; <u>and</u> <ol style="list-style-type: none"> a. Are eligible for or have exhausted entitlement to unemployment compensation; <u>or</u> b. Are not eligible for unemployment compensation due to insufficient earnings or having performed services for an employer that was not covered under a state unemployment compensation law; <u>and</u> c. Are unlikely to return to their previous industry or occupation; 2. Have been terminated or laid-off, or have received a notice of termination or layoff from employment as a result of any permanent closure, or any substantial layoff at a plant, facility, or enterprise; 3. Was self-employed; 4. Is a displaced homemaker. 	Termination or Layoff	<ul style="list-style-type: none"> – Verification of Employer – Rapid Response List – Notice of Layoff, WARN – Telephone Verification – Public Announcement – EDD Award Letter or Verification – Self-Attestation (if and when all other means of verification are exhausted)
		Unlikely to Return	<ul style="list-style-type: none"> – Labor Market Data Printout – Document from medical doctor or DOR establishing an inability to return to occupation due to medical limitation
		Self Employment (unemployed as a result of general economic conditions in community or because of natural disaster)	<ul style="list-style-type: none"> – Tax Statements – Bankruptcy documents – Business License – Public Announcement – Self-Attestation (if and when all other means of verification are exhausted)
		Displaced Homemaker (Has been on income of another family member and no longer supported by that income, and has been provided unpaid services to family in home and is unemployed or underemployed, and is experiencing difficulty obtaining or upgrading employment).	<ul style="list-style-type: none"> – Self-Attestation (if and when all other means of verification are exhausted)

Funding Stream	Qualifying Criteria (Demographic Tracking)	Data Collection Elements	Documentation or Verification
<p>4. Adult, WIA – (201) For adults who are enrolling in Adult WIA-funded occupational skills training and meet the qualify criteria These customers are enrolled in 201.</p>	<p><i>In addition to “Adult” requirements:</i></p> <p>The Sacramento Works Board has approved a selfsufficiency standard for use in determining need for training services. The Self-sufficiency Calculator can be found on-line @ http://www.insightcced.org/calculator.html</p>	<p>Recipient of TANF</p> <hr/> <p>70% LLSIL Poverty Guidelines (see Sacramento Works Income Table).</p>	<p>– DHA Documentation, Notice of Action, etc.</p> <hr/> <p>_Self Sufficiency Calculator</p>

Funding Stream	Eligibility Criteria	Data Collection Elements	Documentation or Verification
<p>5. Youth - WIA (301)</p> <p>Applies to all youth enrolling in a WIA funded program or receiving individualized services.</p>	<ol style="list-style-type: none"> 1. Complete and correct SMARTware Application including demographic information and verification of (a) Authorization to Work, (b) Birth Date, and (c) Selective Service Registration. If youth is under 18, application must also be signed by parent/guardian. 2. Between the ages of 16 - 21 (the age requirement is a local policy and may differ according to the program) 3. Acknowledge receipt of (a) Customer Code of Conduct, (b) Authorization for Release of Information, (c) Complaint and Grievance Procedures 4. One or more of the characteristics that indicate "hard to serve" or "high risk" 5. Low income household 6. On an individual basis and with approval from SETA's Youth Workforce Development Manager, not more than 5% of youth that do not meet the income criteria may be served by WIA. These individuals must meet one or more of the following criteria: <ul style="list-style-type: none"> ◦ School Dropout ◦ Be deficient in basic skills ◦ One or more grade level below what is appropriate to age ◦ Pregnant or parenting ◦ Have a disability ◦ Homeless ◦ Runaway ◦ Offender 	<ul style="list-style-type: none"> - Selective Service Registration (for age appropriate males) 	<ul style="list-style-type: none"> - See #1 "Adult"
		<ul style="list-style-type: none"> - Identity - Employment Eligibility 	<ul style="list-style-type: none"> - See Attachment (C)
		<ul style="list-style-type: none"> - Basic Skills Deficient, is defined by the Sacramento Works Youth Council and the Sacramento Works, Inc. Board, is established when a youth: <ul style="list-style-type: none"> ◦ Computes or solves problems, reads, writes, or speaks English at or below grade level 8.9; OR ◦ Is unable to compute or solve problems, read, write, or speak English at a level necessary to function on the job, in the individual's family, or in society; OR ◦ Their latest transcript indicates a GPA of less than 2.0 on a 4.0 scale or its equivalent in English, Math, or Science; OR ◦ Has a progress report from a current instructor of English, Math, or Science, indicating that the student is at risk of receiving a D or F grade in the class; OR ◦ For each year of secondary education, is at least two semester credits behind the rate required for graduation. 	<ul style="list-style-type: none"> - Grade level below 8.9, CASAS or
		<ul style="list-style-type: none"> - School Dropout 	<ul style="list-style-type: none"> - School statements/record - Applicant statement
<ul style="list-style-type: none"> - Homeless - Runaway (youth 14-17, removes self from home/legal residence without permission) 	<ul style="list-style-type: none"> - Applicant statement - Social Service Agency record - Temporary residency verification - Telephone verification 		

<ul style="list-style-type: none"> ◦ An individual who requires additional assistance to complete an educational program or to secure and hold employment 	<ul style="list-style-type: none"> - Foster Child 	<ul style="list-style-type: none"> - Placement Agreement - DHA printout - Court record - MediCal card - Telephone verification - Verification of payments made on behalf of youth
	<ul style="list-style-type: none"> - Pregnant or Parenting 	<ul style="list-style-type: none"> - Child's birth certificate - Medical document
	<ul style="list-style-type: none"> - Offender 	<ul style="list-style-type: none"> - Probation or Parole Letter/Document - Court or Police Document/Record - Telephone verification - Applicant statement - Statement from halfway house
	<ul style="list-style-type: none"> - Has a Disability 	<ul style="list-style-type: none"> - School or medical record
	<ul style="list-style-type: none"> - 	<ul style="list-style-type: none"> - Applicant statement, court document
	<ul style="list-style-type: none"> - Household Income (prior 6 months) 	<ul style="list-style-type: none"> - Lower Living Standard Income Level (LLSIL) See Attachment (B) - Federal Poverty Income Guidelines See attachment (B) - Income Verification, See Attachment (D)
	<ul style="list-style-type: none"> - Family Size (Husband, wife, children) 	<ul style="list-style-type: none"> - Birth Certificate - Current Aid Verification Summary - DHA Document

Refer to RWIAD04-18, WIA Eligibility Technical Assistance Guide for additional details and descriptions



Sacramento
Employment and
Training
Agency

January 12, 2012

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Head Start
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Website: <http://www.seta.net>

To: Program Managers, SETA-Funded WIA Service Providers, Site Supervisors,
Sacramento Works Career Centers (SWCC)

From: Kathy Kossick, SETA Executive Director

Re: Bilingual Services Policy

The Sacramento Employment and Training Agency (SETA) will take reasonable steps to ensure that persons with Limited English Proficiency (LEP) have meaningful access and an equal opportunity to participate in our services, activities, programs and other benefits. In accordance with the Dymally-Alatorre Bilingual Services Act Government Code 7290-7299.8, all Sacramento Works Career Center staff will be responsible for ensuring that all persons, including those who are LEP, have equal access to the available services and products of and provided by the SWCCs.

Language assistance will be provided at no cost to LEP individuals through use of competent bilingual staff, staff interpreters, contracts or formal arrangements with local organizations providing interpretation or translation services, or technology and telephone interpretation services. Additionally, translated written materials will be provided, if needed, as well as written notice of the availability of translation, free of charge, to LEP clients. SETA will also ensure that there will be no significant delay in service to the LEP client during this process.

The following efforts are intended to ensure compliance with this policy:

- SETA has certified bilingual staff who may be accessed to provide interpreter/translation services to the LEP client;
- All public contact employees will be given a list identifying the staff language capacity at each SWCC. Referrals of LEP clients to appropriate bilingual staff members will be made accordingly.
- Qualified interpreters and translators may be accessed from SETA's Vendor Services (VS) List when necessary;
- Posters explaining the availability of language assistance will be prominently displayed throughout the SWCCs advising LEP clients in their own language of the availability of interpreter services and translated material.

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

- SETA will ensure that written translated materials are available and accessible on the SETA and Sacramento Works websites;
- Telecommunication Devices for the Deaf (TDD) to communicate with the hearing impaired are located at each SWCC. Employees may also utilize the services of California Relay Services at 711 when communicating with the SWCC hearing impaired LEP contacts.

SETA will further ensure that all SWCC staff, especially those in high volume public contact areas, are familiar with this policy and are committed to ensuring that LEP clients are provided access to products and services in their native language when possible. Individuals with complaints regarding language access services may contact the Equal Employment Opportunity Officer at (916) 263-3856.



Sacramento
Employment and
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August 2, 2007

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Website: <http://www.seta.net>

To: Program Managers, SETA-Funded WIA Service Providers, Site Supervisors,
Sacramento Works Career Centers

From: Kathy Kossick, SETA Executive Director

RE: Implementation of the U.S. Department of Labor Common
Measures for reporting performance in all Workforce Investment
Act programs

WIA Directive #IS8-08

In 2001, the President required the U.S. Departments of Labor (DOL) and Education (DOE) develop common performance measures across similar programs. In response to this initiative, the DOL Employment Training Administration (ETA) announced its intention to implement a set of Common Measures on July 1, 2005. The ETA common performance measures described in the TEGL 17-05 (February 17, 2006) reflect the agreed upon measures for the federal employment and training programs.

The State of California, Labor and Workforce Development Agency is currently implementing an initiative to move forward with the Common Measures. The key elements of the initiative include:

- Combining performance measurement of clients served with Adult and Dislocated Worker WIA funds;
- Using a single set of measures for clients served through the Youth funding stream, thus eliminating Older Youth as a sub-population for the purpose of the performance measurement;
- Eliminating the credential measure for Adults and Dislocated Workers; and
- Eliminating the customer satisfaction measurement system required by DOL.

California currently reports 17 performance measures for the WIA Title I programs. There are four primary measures across three funding streams – Adult, Dislocated Worker, and Older Youth, three performance measures for Younger Youth, and two customer satisfaction measures.

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

The State of California has requested a waiver from the U.S. Department of Labor to simplify the WIA performance system by discontinuing use of the current 17 performance measures and reducing the WIA outcome measures to six. Table 1 below lists the six performance measures California is proposing to implement effective July 1, 2007, under the waiver. Table 2 provides a detailed definition for each of the Common Measures.

TABLE 1. COMMON PERFORMANCE MEASURES

PROGRAM	PERFORMANCE MEASURE	TOTAL MEASURES
Adults & Dislocated Workers	Entered Employment; Employment Retention; Average Earnings	3
Youth	Placement in Employment or Education, Attainment of a Degree or Certificate; Literacy and Numeracy Gains	3
Total Measures		6

TABLE 2. COMMON MEASURES AT-A-GLANCE

ADULT MEASURES	YOUTH MEASURES
<p>Entered Employment <i>Of those who are not employed at the date of participation:</i></p> <p>The number of adult participants who are employed in the first quarter after exit quarter divided by the number of adult participants who exit during the quarter</p>	<p>Placement in Employment or Education <i>Of those who are not in post-secondary education or employment (including the military) at the date of participation:</i></p> <p>The number of youth participants who are in employment (including the military) or enrolled in post-secondary education and/or advanced training/occupational skills training in the first quarter after the exit quarter divided by the number of youth participants who exit during the quarter.</p>
<p>Employment Retention <i>Of those who are employed in the first quarter after exit:</i></p> <p>The number of adult participants who are employed in both the second and third quarters after exit quarter divided by the number of adult participants who exit during the quarter</p>	<p>Attainment of a Degree or Certificate <i>Of those enrolled in education (at the date of participation or at any point during the program):</i></p> <p>The number of youth participants who attain a diploma, GED, or certificate by the end of the third quarter after the exit quarter divided by the number of youth participants who exit during the quarter</p>
<p>Average Earnings Of those adult participants who are employed in the first, second, and third quarters after the exit quarter: The total earnings in the second plus total earnings in the third quarters after the exit quarter divided by the number of adult participants who exit during the quarter</p>	<p>Literacy and Numeracy Gains Of those out-of-school youth who are basic skills deficient:</p> <p>The number of youth participants who increase one or more educational functioning levels divided by the number of youth participants who have completed a year in the program (i.e., one year from the date of first youth service) plus the number of youth participants who exit before completing a year in the youth program.</p>

Local Implementation of the Common Measures:

Effective July 1, 2007, the Sacramento Employment and Training Agency will discontinue use of the 17 performance measures listed in Section 136 of the Workforce Investment Act and will implement the common performance measures described in Training and Employment Guidance Letter (TEGL) 17-05.

WIA subgrant agreements will include the Common Measures for Adults and Youth that are described in Tables 2 and 3 of this directive. Performance measures will change in the following ways:

1. Outcome goals/performance measures for WIA Adult and Dislocated Workers will be combined. Subgrantees will have one goal for each of the three adult measures and all adults and dislocated workers exited from the program will be included in the cohort used to calculate performance.
2. A single set of measures will be used to measure customers served through the WIA Youth program.
3. All out-of-school youth must be tested for basic reading and math skills and, if they are basic skills deficient, they must receive academic services and a post-test prior to exit.
4. Measures requiring a “credential” for Adults and Dislocated Workers are eliminated.
5. WIA Goals Form is eliminated.



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Agency

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December 19, 2008

To: Program Managers, SETA-Funded Service Providers, Site Supervisors, Sacramento Works Career Centers (SWCC's)

From: Kathy Kossick, SETA Executive Director

RE: **Monitoring Policy for Workforce Development Programs**

WIA Directive #IS17-08

Purpose: To establish procedures that will guide SETA in conducting effective program monitoring, providing technical assistance to ensure program quality and fiscal integrity, and rendering accurate and comprehensive reports of monitoring activities.

Background: SETA is required by federal regulations to establish monitoring policies to ensure the following:

- Compliance with uniform cost principles described in Office of Management and Budget (OMB) circulars.
- Compliance with appropriate uniform administrative requirements for grants and agreements applicable for the type of entity receiving funds.
- Compliance with Workforce Investment Act (WIA) and applicable federal, state, and local regulations.
- Compliance with applicable Refugee federal requirements, Sacramento County's Refugee Plan, Refugee Resettlement Program.
- Compliance with Community Services Block Grant (CSBG) and SETA's Community Action Plan.
- Procurement, receipt, and payment for goods and services from vendors in compliance with federal, state and local requirements.
- Fiscal integrity.
- Compliance with all subgrant stipulations and assurances.

Policy: Staff will monitor funded programs in accordance with the provisions contained herein.

Service providers will be monitored on-site no less than once a year during the term of the contract. Staff will conduct a monitoring review of contractual, programmatic and/or fiscal areas.

The monitoring review will provide service providers with an objective evaluation of the program that informs service providers of areas where there are deficiencies and areas where improvements can be made. The desired result is to enhance program services to the customer by coordination and collaboration with the service provider and SETA. Specific information to be provided includes:

- Provision of or connection to technical assistance regarding contractual, fiscal, and/or programmatic requirements.
- Significant areas of noncompliance and recommended corrective action plans.
- Assurance that subrecipients comply with federal and state requirements regarding nondiscrimination and equal opportunity.
- Identification of timelines identifying date corrective action plans will be in place.
- Follow-up timelines and information.

This policy establishes procedures for monitoring SETA subgrantees. Currently fiscal monitoring is completed by SETA's Fiscal Department and program monitoring is completed by SETA's Workforce Development Department. The fiscal and program monitors will work cooperatively to share program information and identify fiscal/ program deficiencies.

MONITORING PROTOCOL

Scheduling

Notification of visit and/or review will be included in both a telephone call and a confirmation letter with the agreed upon date and time of visit. The confirmation letter will be sent to the service provider approximately two weeks prior to the visit and identify the following:

- Date(s)
- Time(s)
- Location(s) of review
- Programs, components and/or areas and materials of review
- Documents to be completed by the service provider before the on-site visit

Desk Review

Prior to the monitoring visit, a Desk Review will be conducted. The Desk Review will consist of a comprehensive review of current program information and reports on file including the subgrantee agreement and any performance information.

The Desk Review may include, but is not limited to, a review of fiscal data, previous monitoring reports, corrective action, contract information, correspondence, SacWorks case management data and the self-reported subgrantee information. The data will be analyzed to determine areas of strengths and weaknesses that will be reviewed in the field during the on-site monitoring visit. Information obtained because of the Desk Review will also assist in focusing and, if necessary, expanding the scope of review in specific areas.

Review of the contract will be conducted with special attention to the Work Schedule, Program Standards, Program Performance Overview (PPO), Program Planning Summary (PPS), Outcome Goals and Objectives, and Budget and Cost Allocation.

Performance summaries will be reviewed for planned versus actual performance and compared for consistency and accuracy with the data obtained from the PPO, PPS, Outcome Goals and Objectives, SETA Management Information System (MIS), or from the service provider during the on-site visit.

On-Site Visit

The on-site visit will permit staff to verify data and information obtained from the Desk Review that may lead to identification of areas of non-compliance. The Review will be conducted using a standard review guide. The process and major areas of focus during the on-site review are:

- Entrance interview – Staff will conduct an entrance conference with the service provider’s program administrator or designee to convey the purpose and focus of the visit and to inform the service provider of specific tasks to be completed during the visit.
- Evaluation of Performance – Staff will review and determine the degree of contractual compliance in meeting program performance goals and identify the causes in those areas where noncompliance has occurred.
- Records Review – Validation of information from the Desk Review will be completed by review of administrative records, contract files, fiscal records, participant files, and other records deemed to be pertinent to the review.
- Interviews – Interviews may be conducted with the service provider staff, participants and employers to obtain information about program administration, operations, and the quality of service.
- Exit Conference/Interview – An exit conference will be conducted with the service provider’s program administrator or designee to discuss the results of the monitoring review, identify required corrective actions, determine time-line for completion and offer technical assistance.

Technical Assistance

Needs identified during the on-site visit will be addressed and scheduled as soon as possible with the appropriate SETA staff. Service providers shall be advised technical assistance is available on an ongoing basis. Methods of providing technical assistance may include the following:

- Immediate assistance: monitor provides brief clarification to the subgrantee on contracted services

- System wide: individual or staff with expertise in the subject area will provide assistance in utilizing or understanding a system-wide requirement such as SacWorks, MIS, Case management, etc.
- Specialized: team develops or procures workshops for subgrantees on specific operational requirements (i.e. CAIZ training team)

Monitoring staff will follow-up on technical assistance referrals by contacting the service provider or SETA technical assistance staff.

Review Summaries and Reports

A monitoring report will be developed reflecting the analysis of the data and information gathered through the desk review and the on-site monitoring visit. The report will identify areas needing improvement or areas where technical assistance is needed, and provide the service provider with an opportunity to amend, modify or correct any problem area identified by the monitor. The Deputy Director, Regional Managers and the Refugee Coordinator will receive copies of Monitoring Reports. The service provider must report the corrective action taken within the designated period. This may necessitate subsequent on-site visits to verify action taken.

The monitoring report will consist of information specific to the program and contract and will be retained for three years from the date of submission of the final expenditure reports regarding funding sources monitored. The report may identify review results including, but not limited to, the following:

- Fiscal Management - Evaluation of appropriate actions and documentation of all fiscal matters relating to the contract.
- Program Management - Assessment of the overall management of the program and systems.
- Program Performance - Assessment of planned performance or provision of services to date.
- Findings – Areas requiring corrective action or process and a specific date for implementation
- Corrective Actions Required - Corrective actions are stipulated immediately following a finding of obvious or evident violations.
- Recommendations – Included to assist the provider’s resolution, performance improvement or service enhancement for program participants

Corrective Action

Corrective action requests should immediately follow a finding of obvious violation of law, regulation or policy or a breach of contract. The corrective action request will identify areas of non-compliance noted with the required corrective actions. The corrective action request will be forwarded to the assigned Manager and Monitoring Program Officer for review/discussion with the subgrantee monitor five days prior to submission to the service provider.

Upon receipt of the corrective action request, the service provider has approximately 10 working days to respond with a corrective action plan that includes action that will be taken and the timeline indicated when corrective action would be completed. Monitoring staff will determine if the corrective action is sufficient. Service provider’s responses will be included as part of the monitoring file.

If the service provider’s response is determined insufficient to remedy deficiencies, Monitoring staff will identify additional recommended actions and communicate them to the service provider. The

service provider will provide an updated corrective action plan for follow-up. Monitoring will notify the service provider of the corrective action plan approval/denial and copy for file.

A service provider's failure to respond to the corrective action request may result in additional action including the following:

- Withholding of payments or reimbursements until provision of required documentation of corrective actions has been implemented and reviewed by monitoring staff
- Notification of unresolved performance deficiencies and questions or disallowed costs
- Termination of contract

Follow – up

Follow-up will be conducted following receipt of the corrective action response to ensure the service providers have initiated appropriate action. This may necessitate subsequent on-site visits. The program monitor will inform Managers and Program Supervisor of progress made since the last review. Once a service provider is placed on formal corrective action, the corrective action plan is continued for the duration of the program year. Corrective action will be closed, either as resolved or unresolved, at the end of the program year.

Please direct any questions or concerns regarding this policy and procedure to Marty Araiza, Monitoring/Evaluation Supervisor.



Date: November 8, 2012

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Website: <http://www.seta.net>

To: Program Managers, SETA-Funded WIA Service Providers,
Site Supervisors, Sacramento Works Career Centers (SWCC's)

From: Kathy Kossick, SETA Executive Director

**RE: On-the-Job Training/Subsidized Employment (OJT/SE) Policies
and Procedures/Contract Document – Revision #10
WIA Directive #IS 4-08**

**Action: Effective immediately, SETA OJT staff and service providers will
follow the procedures in this directive.**

Purpose:

On-the-Job Training/Subsidized Employment (OJT/SE) provides job seekers with work experience and skills training needed to successfully obtain and retain employment. OJT/SE is a “hire first” program that provides a subsidy of the wages paid by an employer for up to 6 months of employment/training, resulting in permanent, unsubsidized employment.

Procedure:

1. Eligibility:

For eligibility guidelines, see WIA Directive IS#22-09, and attachments J – N.

- Depending on funding, target groups eligible for OJT/SE are:
 - a. California Work Opportunity and Responsibility to Kids (CalWORKs) recipients
 - b. Dislocated Workers (DW)
 - c. Dislocated Workers eligible for National Emergency Grant (NEG) funds
 - d. Adults

2. **Training Reimbursement Sliding Scale:** The reimbursement amount will be a negotiated percentage of the wages being paid to participants. The wages on which reimbursement is based cannot exceed the state's average hourly wage of \$23.82. Service providers may enter into contracts with employers who elect to pay participants more than the state average wage; however, the employer cannot receive a training reimbursement beyond a percentage (determined by the sliding scale) of the capped level.
3. **Length of Training:** The length of training for all OJT/SE contracts is limited to the time required for the participant to become proficient in the occupation for which training is being provided, but may not exceed six (6) months of training. Criteria that can be taken into account when determining the length of training can include the minimum requirements of the OJT/SE job, the academic and occupational skill level of the participant, prior work experience and the participant's barriers to employment.
4. **Enrollment Procedures for OJT/SE trainees:** *WIA Directive IS#1-08*
Customers can be enrolled into an OJT/ SE program through a referral from a Sacramento Works Career Center (SWCC), the Department of Human Assistance (DHA), an employer, or through the service provider or qualified vendor recruitment efforts. Regardless of where the referral originates, customers must have access to required career center services and activities before enrollment. Provider and vendor staff must have an active presence in a career center in order to assist their customers.

- **Career Center Referrals:** Staff must provide customers with a one-stop orientation to career center services. Customers must complete a SacWorks Registration and Background Wizard on-line. The customer will complete a Career Center packet with the coach's assistance, which includes a SacWorks Addendum, along with the SacWorks Registration to create a Workforce Investment Act (WIA) Application. This packet will accompany the customer to the provider once the referral is made. Customers who are referred to OJT/SE providers by career center coaches, should first be assessed for eligibility. After eligibility is verified and documented, the final determination of suitability is made by the provider or vendor and the employer. The provider or vendor will be responsible for insuring that the enrollment into OJT/SE is communicated to the coach and/or site supervisor at the career center.

Before entering the SacWorks Addendum (creating a WIA Application), Career Center staff should request, view, and scan the customer's Right-to-Work (RTW) documents as well as their CalWORKs, Dislocated Worker, or NEG eligibility documentation into SETA's document retention system (Vault) (for eligibility documentation, see WIA Directive IS#22-09). Staff must also scan the completed (signed and dated) SacWorks Addendum to show that the customer has received the three required documents: Authorization for Release of Confidential Information, Customer's Code of Conduct, and WIA Complaint/Grievance Procedure forms. It may also be necessary to scan selective service information as needed. For all CalWORKs customers, the provider will complete and electronically submit the OJT/SE Customer Tracking Form (Attachment D) to SETA's DHA liaison within five days of the begin date of the OJT/SE.

- **Reverse Referrals:** It is allowable for an employer with a hiring need to send an individual to the one-stop career center for an eligibility and verification determination and then hires the individual through an OJT/SE contract. However, all of the conditions of this OJT/SE Directive must be met.
- **OJT/SE Provider or Qualified Vendor Referrals:** While the service provider and vendor staff are required to have an active presence in the career centers, there may be instances where customers are in contact with the provider or vendor before visiting a career center. In this instance, the provider or vendor will assist the customer in completing the SacWorks Registration, Addendum, and Background Wizard and obtain the customer's Right to Work and eligibility documents and scan the documents into Vault. The service provider or vendor will contact staff designated by SETA (eligibility staff or the SETA DHA liaison) to verify WIA Adult, WIA DW, DW NEG, or CalWORKs eligibility. When the final determination of suitability is made by the provider or vendor and the employer, the provider or vendor will be responsible for insuring that the enrollment into OJT/SE is communicated to the coach and/or site supervisor at the career center and completed. For all CalWORKs customers, the provider will complete and electronically submit the OJT/SE Customer Tracking Form (Attachment D) to SETA's DHA liaison within five days of the begin date of the OJT/SE.
- **Individual Employment Plan (IEP)/Participant Plan (PP):** The service provider is responsible for working with the customer to develop and complete the IEP. The IEP (SacWorks- IEP/Training Template) documents the OJT/SE suitability assessment(s), the customer's previous work history and barrier(s) to employment, the required justification for the training, financial need(s), and a plan of action during the course of training. The service provider staff are responsible for working with the CalWORKs customer to develop the IEP, which includes the selected occupation, the name of the OJT employer and the elements of training that are developed as part of the OJT contract. The OJT training must be consistent with the Welfare-to-Work plan and/or other service agreements between DHA and the respective CalWORKs recipient.
- **Supportive Services:**
 - a. The Sacramento Works Career Centers and the OJT/SE providers may provide allowable supportive services to enable WIA participants who cannot afford to pay for services to participate in the program. The need for supportive services must be documented (SacWorks- Supportive Services Template) and be necessary for the customer to participate in the OJT/SE activity.
 - b. All WIA trainees receiving supportive services through the career center must be enrolled in JTA activity code 81.
 - c. CalWORKs trainees will receive supportive services deemed necessary for success from DHA. Service provider staff and vendors who are working with CalWORKs customers in need of supportive services should refer customers to their assigned DHA case worker for assistance. If DHA is unable to provide a needed support service, the support service may be provided by the career centers under grant code 201.

For further WIA supportive services guidelines, see SETA WIA Directive #IS2-08.

7. Unsubsidized Employment

Immediately following completion of training, and obtaining unsubsidized employment, OJT/SE providers and vendors will complete and forward the OJT/SE Customer Tracking/Placement Form (Attachment D) to the SETA DHA liaison. The Placement Form is due within five days of the OJT/SE end date (last day of OJT/SE).

If you have questions regarding WIA OJT/SE services, contact your assigned WIA SETA program monitor.

STANDARD FORM

SETA On-the-Job Training/Subsidized Employment (OJT/SE) CONTRACT

Contract #: _____

This CONTRACT, dated this _____ day of _____, 20____, is by and between _____, hereinafter referred to as PROGRAM OPERATOR, and _____, of the County of _____, State of California, hereinafter referred to as EMPLOYER. The term of this CONTRACT shall begin _____, 20____, and shall end _____, 20____.

EMPLOYER AGREES THAT:

1. For each trainee hired pursuant to, and after execution of, this CONTRACT, it will: a) hire trainee as a regular member of EMPLOYER's work force; b) compensate trainee at the same rates, including periodic increases, as similarly situated employees, but in no event less than the higher of the minimum wage specified under the Fair Labor Standards Act of 1938, as amended, or the applicable state or local minimum wage; c) provide trainee with the same employment benefits (including health benefits) and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work; d) complete and provide to PROGRAM OPERATOR a OJT/SE DESCRIPTION/TRAINEE INFORMATION form, in the form attached hereto as Attachment A; e) provide to PROGRAM OPERATOR, before the commencement of training, a JOB DESCRIPTION/ELEMENTS OF TRAINING/MONTHLY EVALUATION form, in the form attached hereto as Attachment B, with the Elements of Training and # of Hours for each element identified; and f) provide to PROGRAM OPERATOR monthly evaluations of the trainee on a copy of the JOB DESCRIPTION/ELEMENTS OF TRAINING/MONTHLY EVALUATION form, complete with ratings for the work related competencies and signatures of the Trainee and Employer.
2. It shall maintain, for the term of this CONTRACT, an insurance plan for workers' compensation, issued by an insurance carrier licensed to underwrite workers' compensation insurance in the State of California, in an amount and sum to meet all requirements of applicable Labor Codes of the State of California, which provides coverage for all employees employed pursuant to this CONTRACT who are currently eligible for coverage under existing workers' compensation laws and regulations. Said insurance shall contain a provision which guarantees that coverage shall not be canceled, limited, or non-renewed until after thirty (30) days advance written notice has been given to PROGRAM OPERATOR, except in the event of non-payment of premium when a ten (10) day advance written notice shall apply.
3. It will perform all the OJT/SE services for each trainee in the occupation outlined on each Attachment A and will provide all the necessary equipment, materials and supervision.
4. All services to be performed by EMPLOYER shall be performed by EMPLOYER or by employees of EMPLOYER under EMPLOYER's supervision.
5. It will indicate on EMPLOYER's monthly evaluation forms, prior to the completion of each OJT/SE employee's first sixty (60) days on the job, any dissatisfaction with the OJT/SE employee's progress or capabilities. In the event that an OJT/SE employee, at any time, performs in a manner unsatisfactory to the EMPLOYER, EMPLOYER shall immediately notify PROGRAM OPERATOR of the alleged deficient performance.
6. It shall exercise its right to replace an OJT/SE employee, and receive a replacement therefore, only after prior notice to the replaced trainee of the inadequacy of the trainee's performance.
7. No performance of any of its obligations under this CONTRACT may be transferred by subcontract, assignment, delegation, or novation. Any attempt by EMPLOYER to assign, delegate or subcontract any performance of its

obligations hereunder shall be null and void and shall constitute a breach of this CONTRACT and shall allow for PROGRAM OPERATOR to immediately terminate this CONTRACT.

8. While funding for this CONTRACT is provided to PROGRAM OPERATOR by the Sacramento Employment and Training Agency (SETA), a joint powers agency, through funds granted to SETA by the federal government and/or the State of California and/or the County of Sacramento, SETA is not a party to this CONTRACT and assumes no obligations or liabilities there under.
9. The EMPLOYER and any of its agents and employees in the performance of this CONTRACT will act in an independent capacity and not as agents, officers, or employees of PROGRAM OPERATOR or SETA and will defend and save PROGRAM OPERATOR and SETA harmless from any such claim.
10. EMPLOYER will maintain and make available time and attendance, payroll and other records to support amounts reimbursed under OJT/SE contracts.
11. At any reasonable time or during normal business hours, PROGRAM OPERATOR, SETA, the U.S. Department of Labor (DOL), the U.S. Department of Health and Human Services (DHHS), the State of California (including the Bureau of State Audits, the State Controller's Office, the Employment Development Department (EDD) and the Department of Social Services (DSS)), the Office of Inspector General (OIG) and the Controller General, or their duly authorized representatives shall have the right of access to any books, documents, papers, computer records, or other records of EMPLOYER that are pertinent to this CONTRACT, in order to conduct audits and examinations, and to make excerpts, transcripts, and photocopies of such documents on or off the premises of EMPLOYER. This right also includes timely and reasonable access to EMPLOYER personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as the records are retained. PROGRAM OPERATOR shall have the right to observe, monitor, evaluate and examine EMPLOYER's program operation and its offices and facilities utilized in the performance of this CONTRACT.
12. Comply with the provisions of federal regulations regarding debarment and suspension set forth at 29 CFR Part 98 and pass this requirement to each person with whom EMPLOYER enters into a covered transaction at the next lower tier as provided by those regulations. In this regard, EMPLOYER certifies that, to the best of its knowledge neither it nor any of its principals:
 - Is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
 - Has within a three (3) year period preceding the OJT/SE contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph b of this paragraph 12; and,
 - Has within a three (3) year period preceding the OJT/SE contract had one or more public (federal, state or local) transactions terminated for cause or default.
13. It has read, understands and agrees to abide by the **SETA OJT/SE POLICIES AND PROCEDURES (Attachment C)**.

PROGRAM OPERATOR AGREES THAT:

1. It will provide, during the term of this CONTRACT, the services necessary to assist the EMPLOYER and trainee(s) including, but not limited to, outreach, recruitment, counseling, assessment, placement, monitoring and follow-up.
2. It will pay the EMPLOYER an amount not to exceed a negotiated fixed price in accordance with the cost computations on Attachment A, for services accepted and approved upon receipt of properly certified invoices, listing trainees' names, social security numbers, occupations, work-week hours, and costs for the billing periods indicated. In no event will PROGRAM OPERATOR pay EMPLOYER more than its actual and reasonable costs.
3. It will certify that the training plans set out are adequate, and that the negotiated price, terms and conditions are consistent with applicable regulations and PROGRAM OPERATOR and SETA policies and procedures.
4. It will conduct on-site monitoring of all conditions and activities involved in the performance of this CONTRACT to verify compliance with CONTRACT terms **before** making payments and maintain the right to verify cost or pricing data submitted in respect to this CONTRACT during EMPLOYER's normal business hours.
5. It will review and complete a monthly evaluation for each trainee on their respective JOB DESCRIPTION/ELEMENTS OF TRAINING/MONTHLY EVALUATION form and retain all such forms in trainee's file.
6. Will provide SETA with an OJT/SE CUSTOMER TRACKING/PLACEMENT FORM attached hereto as Attachment D as soon as trainee is placed into unsubsidized employment. Submit form to SETA's DHA liaison.
7. It will maintain all records pertaining to this CONTRACT for a minimum of four (4) years.

TERMINATION:

1. EMPLOYER may suspend the trainee(s) at any time for conduct that would justify suspension or termination of a regular employee. In addition, EMPLOYER may terminate this CONTRACT and the employment of the trainee(s) for conduct, which would justify termination of a regular employee, upon ten (10)-calendar days written notice to the PROGRAM OPERATOR. EMPLOYER may terminate this CONTRACT and the employment of the trainee(s) upon ten (10)-calendar days written notice to the PROGRAM OPERATOR if the economic conditions of the business prohibit the continued employment of the trainee(s).
2. PROGRAM OPERATOR may terminate this CONTRACT upon ten (10)-calendar days written notice to the EMPLOYER if the EMPLOYER is in default of any of the provisions of this CONTRACT or violates any of the covenants, assurances, stipulations or conditions of this CONTRACT.
3. SETA may immediately suspend performance of this CONTRACT, including payments to EMPLOYER, upon SETA's determination that performance under the CONTRACT constitutes serious programmatic deficiencies within the provisions of federal and/or state regulations. Such suspension will be effective upon written personal or certified mail notice to the EMPLOYER at the EMPLOYER's address set forth below the signature of each party to this CONTRACT. In the event SETA suspends payment to EMPLOYER, nothing herein shall limit, restrict or otherwise impair EMPLOYER's authority to suspend the trainee(s) consistent with EMPLOYER's personnel policies or procedures and as otherwise permitted by law.
4. PROGRAM OPERATOR may immediately terminate this CONTRACT at such time as funds are not made available to it for the purpose of carrying out this CONTRACT.

GENERAL PROVISIONS:

No alteration or variation of the terms of this CONTRACT shall be valid and/or binding unless approved by SETA. Requests for modification to the CONTRACT must be made in writing using SETA's OJT/SE CONTRACT MODIFICATION REQUEST form- Attachment F (Pg. 24 of the SETA OJT/SE Policies and Procedures). The form must be signed by the parties hereto. This CONTRACT constitutes the entire agreement between the parties and no oral understandings or agreements not incorporated herein shall be binding on any of the parties.

The employer certifies that it will provide a drug-free workplace as defined by the Drug-Free Workplace Act of 1988.

IN WITNESS WHEREOF, this CONTRACT, and all attachments, is executed by and on behalf of the parties hereto.

Printed Legal Name of Employer

Printed Legal Name of Program Operator

Signature of Authorized Officer Date

Signature of Program Operator Date

Printed Name and Title of Authorized Signatory

Printed Name and Title of Authorized Signatory

Address

Address

City, State, Zip Code

City, State, Zip Code

Phone Number

Phone Number

Type of Business:

- Public Agency
- Private Non-Profit Corporation
- Private For-Profit Corporation
- Private For-Profit Partnership
- Private For-Profit Sole Proprietorship

Federal (I.R.S.) Employer I.D. # _____

State Tax I.D. # _____

**Employer/
Business Name:
Program/Vendor
Name:**

Contract #:

Trainee#:

Funding Source:

- WIA/DW: WIA/NEG: CW:
 WIA/Adult: WIA/CW: Vendorized

Trainee's Name:				Trainee's Social Security #(last four digits):					
Job Description Title:									
Trainee's Phone No:				Trainee's Emergency Phone No:					
Trainee's Address:				City:		State:		Zip:	

- a. Proposed OJT/SE training dates: Begin: _____ End: _____
b. Local Employer size: _____ Total trainees: _____
c. Duration of contract: Hours: _____ Days: _____ Weeks: _____ (not to exceed six months)
d. Trainee(s) Work Days/Hours: _____
e. Trainee has been unemployed and/or receiving UI longer than 21.5 weeks (NEG) Y N
f. Critical Occupational Cluster: Y N

1. Work Week Hours	2. Total Training Hours	3. Wage Per Hour (\$ /hr)	4. Hourly Reimbursement (\$ /hr, %)	5. Employer Wage Match (\$ /hr, %)	6. Total Payment to Employer

Employer Address:				City:		State:		Zip:	
Supervisor's Name:				Title:			Phone:		
Alternate Supervisor's Name:				Title:			Phone:		

REIMBURSEMENT SCHEDULE:

EMPLOYER will submit time sheets signed by both EMPLOYER and trainee to Program Operator, attesting to time worked during the period, for reimbursement at the end of the contract in accordance with the payment schedule agreed upon, for costs reimbursable to EMPLOYER under the terms of this CONTRACT (must attach timesheets to billing and keep copy in trainee file. See Timesheet (Attachment H)

Employer Paid Benefits Yes No **if yes, which of the following benefits does the business provide?**

- Health/Medical Insurance Sick Leave
 Dental Insurance Vacation
 Pension/Retirement Plan Other(specify): _____
 Paid Holiday

Date Benefits will begin: _____

JOB DESCRIPTION/ELEMENTS OF TRAINING/MONTHLY EVALUATION

(To be completed by employer before trainee begins OJT/SE, monthly and at completion of OJT/SE.)

Source of Competency Statement

GPS/O'NET Regional Occupational Program Competency Statement Employer Job Description

Type of assessment to justify services

Contracted Hourly Wages_____

<p>OCCUPATION: _____</p> <p>In Critical Occupation Cluster: _____</p> <p><input type="checkbox"/> No (If not, justification in IEP)</p> <p align="center">ELEMENTS OF TRAINING</p>	<p># OF HOURS</p>	<p>*WORK RELATED COMPETENCIES</p> <p>1. Poor - No experience, little knowledge/skill, inadequate skills performance.</p> <p>2. Fair - Beginning to apply basic concepts on job, practicing basic skills and showing limited proficiency.</p> <p>3. Good - Grasps most concepts, attempting to increase knowledge and skills used in job beyond basic requirements.</p> <p>4. Very Good - Understands and applies concepts easily and appropriately, increasing quality of skills performed, able to work independently.</p> <p>5. Excellent - Consistently works with job concepts, showing a thorough understanding and ability to learn more, high quality of work, ability to work without supervision.</p>				
1.		<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
2.		<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
3.		<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
4.		<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
5.		<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
6.		<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
7.		<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
8.		<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
9.		<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
10.		<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
11.		<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
12.		<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
13.		<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
14.		<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
TOTAL HOURS =						

***NOTE:** By completion of training, trainee must be rated good to excellent in 70% of the Elements of Training in order to obtain competency.

Printed Legal Name of Trainee	Date	Trainee Signature	Date
Employer's Signature	Date	Program Operator's Signature	Date

SETA

Sacramento Employment and Training Agency

(SETA)

On-the-Job Training/Subsidized Employment (OJT/SE)

Policies and Procedures

SETA OJT/SE POLICIES & PROCEDURES

INTRODUCTION

The purpose of this document is to establish clearly defined policies and procedures for the Sacramento Employment and Training Agency's (SETA) On-the-Job Training/Subsidized Employment (OJT/SE) program.

Since OJT/SE involves training and retraining, employers must clearly understand that they are being reimbursed in compensation for the extraordinary costs associated with training trainees and in compensation for the costs associated with the lower productivity of such trainees. Employers are hiring trainees who quite often have limited work experience and few skills. Moreover, some individuals may have additional barriers to employment including disabilities, felony convictions, limited English speaking, etc.

The following is the definition of OJT/SE

On-The-Job Training/Subsidized Employment.

OJT/SE is training by an employer (in the public, private non-profit, or private sector) that is provided to a paid trainee while engaged in productive work in a job that --

- (A) provides knowledge or skills essential to the full and adequate performance of the job;
- (B) provides reimbursement to the employer based on a negotiated percentage of the wage being paid to the trainee, for the extraordinary costs of providing the training and additional supervision related to the training; and
- (C) is limited in duration as appropriate to the occupation for which the trainee is being trained, taking into account the content of the training, the prior work experience of the trainee, and the service strategy of the trainee, as appropriate.

1. Forms/Reporting:

- A. All program operators must utilize the SETA standard form OJT/SE contract which is not subject to negotiation. Each OJT/SE employer must execute one OJT/SE contract and all contracts must be numbered. Each OJT/SE contract may cover multiple trainees, provided that the OJT employer must provide to the program operator an OJT/SE DESCRIPTION/TRAINEE INFORMATION FORM (Attachment A) and JOB DESCRIPTION/ELEMENTS OF TRAINING/MONTHLY EVALUATION (Attachment B) for each trainee hired. **(SETA Policy)**
- B. A copy of each OJT/SE contract must be submitted to the SETA program monitor **within ten (10) working days of execution**. All eligibility, Right-to-Work, and selective service (if applicable), must be verified by the Program Operator and scanned into the SacWorks database-Vault. In addition, for each trainee a copy of the OJT/SE DESCRIPTION/TRAINEE INFORMATION FORM (Attachment A), the JOB DESCRIPTION/ELEMENTS OF TRAINING/MONTHLY EVALUATION (Attachment B), OJT/SE SUITABILITY DETERMINATION SUMMARY form (Attachment E), and any modifications or changes to an OJT/SE contract must be submitted to the SETA Monitoring Unit for approval (OJT/SE CONTRACT MODIFICATION REQUEST form- Attachment F, Pg. 24 of the SETA OJT/SE Policies and Procedures). **(SETA Policy)**
- C. The OJT/SE CUSTOMER TRACKING/PLACEMENT FORM must be submitted via email to the SETA DHA liaison after enrollment into the activity code for OJT/SE. **(SETA Policy)**

D. All providers shall comply with all funding reporting requirements as outlined in subgrants or delegate agreements.

2. Duration of OJT/SE:

A. Training of employees pursuant to an OJT/SE contract must be limited to the period of time required for the trainee to become proficient in the occupation for which the training is being provided. In determining the appropriate length of the training, consideration should be given to the skill requirements of the occupation, the academic and occupational skill level of the trainee, prior work experience, and the trainee's individual employment plan. **(WIA Final Regulations §663.700(c) and SETA Policy)** The period of reimbursement to the employer for each trainee hired under an OJT/SE agreement shall not exceed 6 months of training [including time spent in related classroom training during which wages are paid by the employer] **(45 CFR 400.146 and SETA Policy)**

B. The duration of an OJT/SE may be expressed as a number of hours, days, or weeks the trainee is expected to work during the training period if the trainee works full-time. "Full-time" should be based on standards/definitions for the job or industry. If such standards/definitions do not exist or cannot be found, "full time" shall mean at least 32 hours per week. **(SETA Policy)**

C. OJT/SEs are designed to facilitate full-time employment, which is defined as at least 32 hours or more per week or by applying the individual standards used by an employer to classify all other full-time employees. SETA realizes that part-time employment may best meet the needs of some individuals. Barriers of trainees placed in part-time employment must be justified in the Employability Plan/Individual Employment Plan. **(SETA Policy)**

D. Average training time for various occupations shall be based on occupational or industry standards, taking into consideration the employer's training plans and the trainee's Employability Plan/Individual Employment Plan. The type(s) and length, as well as the basis or rationale for the OJT/SE, shall be recorded on each trainee's Employability Plan/Individual Employment Plan. **(45 CFR 400.71 and SETA Policy)**

E. OJT/SE will not be allowed for intermittent seasonal positions (less than six months). **(SETA Policy)**

3. Prohibited Worksites:

NEG OJT/SE contracts cannot be developed with public sector employers or with employers:

- A. which are casinos or other gambling establishments, swimming pools, aquarium, zoos and golf courses.
- B. with companies that will or may displace workers (see 20 CFR Sec. 667.270).
- C. with companies that have relocated all or part of their business within the previous 120 days where the relocation action has resulted in the loss of employment of any employee at the original location.

4. OJT/SE Training Payments:

- A. OJT/SE payments to employers are deemed to be compensation for the extraordinary costs associated with training trainees and the costs associated with the lower productivity of trainees. **(WIA Final Regulations §663.710(a) and SETA Policy)** Employers are not required to document such extraordinary costs. **(WIA Final Regulations §663.710(c) and SETA Policy)**
 - B. OJT/SE payments are for regular wages only (up to 40 hours per week, 8 hours per day). OJT/SE training payments may not be based on overtime, shift differential, premium pay and other non-regular wages paid by the employer to trainees. OJT/SE training payments may not be based upon periods of time such as illness, holidays, plant downtime or other events in which no training occurs. OJT/SE will not be allowed for those occupations that rely solely on commission as the source of income. In OJT/SE contracts for salary plus commission positions, commissions will not be subsidized. OJT/SE will not be allowed for any piecework employment. **(SETA Policy)**
 - C. For any limited English-speaking trainee, services shall be provided to the maximum extent feasible in a manner that is culturally and linguistically compatible with a trainee's language and cultural background. **(45 CFR 400.156(e) and SETA Policy)**
 - D. OJT/SE trainees must be compensated by the employer at the same rates, including periodic increases, as similarly situated trainees or employees, but in no event less than the higher of the minimum wage specified under the Fair Labor Standards Act of 1938, as amended, or the applicable state or local minimum wage, or if such laws are not applicable, the wage shall not be substantially less favorable than the wage normally paid for similar work in that labor market. Employers may pay participants more than the state average wage; however, the employer cannot receive a training reimbursement beyond the capped level. Trainees must be provided with the same employment benefits (including health benefits) and working conditions at the same level and to the same extent as other trainees or employees working a similar length of time and doing the same type of work. **(Workforce Investment Act §195(4); WIA Final Regulations §667.272(a) and (b); 45 CFR 400.81(a) (8)-(9) and SETA Policy)**
 - E. The daily hours of work and the weekly hours of work shall not exceed those customary to the occupation. **(45 CFR 400.81(a)(9) and SETA Policy)**
5. Suitability of Trainees:
- A. Only those trainees who have been assessed and for whom OJT/SE has been determined as an appropriate activity in the trainee's Employability Plan/Individual Employment Plan may be referred to an employer for participation in OJT/SE. **(45 CFR 700.79(c) and SETA Policy)**
 - B. The training reimbursement percentage is applied against the participant's wage rate unless the wage rate exceeds California's average hourly rate of \$23.82. In that case, the training reimbursement percentage must be applied against the California's average hourly rate per. In establishing the hourly rate, employers are required to compensate OJT/SE participants at the same rate as trainees or employees who are in similarly occupations with the same employer and who have similar training, experience and skills (WIA 181(a)(1)(A)).
 - C. OJT/SE contracts may be written for eligible employed workers when: (a) The employee is not earning a self-sufficient wage as determined by Sacramento Works, Inc. (the local Workforce Investment Board); (b) The requirements in WIA Final Regulation §663.700 are met; and (c) The OJT/SE relates to the introduction of new technologies, introduction to new production or

service procedures, upgrading to new jobs that require additional skills, or workplace literacy. **(WIA Final Regulations §663.705 and SETA Policy)**

6. Employer Eligibility:

- A. An OJT/SE agreement shall not be entered into with an employer who has previously exhibited a pattern of failing to provide OJT/SE trainees with continued long-term employment with wages, benefits, and working conditions that are equal to those provided to regular employees who have worked a similar length of time and are doing the same type of work. **(Workforce Investment Act §195(4); WIA Final Regulations §663.700(b) and SETA Policy)**
1. For employers with at least two OJT/SE trainees within a single calendar year, "pattern of failure" means that two or more trainees, within the previous year, have been terminated prior to the completion of their training under the OJT/SE contract(s), or have completed their training, but have not been retained in long-term employment. "Long-term employment" means continuous employment of at least six months after the completion of the OJT/SE contract with wages, benefits and working conditions the same as similarly situated employees. **(SETA Policy)**
 2. In situations where OJT/SE trainees quit voluntarily, are terminated for cause, are released due to unforeseeable changes in business conditions, or are terminated for other reasons that are not within the control of the employer (e.g., death), such terminations shall not be included in the determination of a pattern of failure. Program operators must provide documentation to SETA to clearly and unequivocally indicate that any exclusions meet these specified conditions. **(SETA Policy)**
 3. Program operators shall assess employers at least annually to determine if they have exhibited a pattern of failure over the preceding year. Any employer found to have exhibited a pattern of failure as defined above shall be ineligible to participate in the OJT/SE program for a period of at least one year. **(SETA Policy)**
- B. Employment and employee leasing agencies that meet the other requirements of these Policies and Procedures may be eligible for OJT/SE contracts when the contract specifies the source of training and specifies that the payments are for the extraordinary training costs of the entity providing the training. A temporary employment agency may serve as the employer of record for purposes of providing OJT/SE to a trainee only when such trainees are treated as direct hires of the temporary employment agency and not when such agency provides probationary, seasonal, temporary, or intermittent employment. **Procedures must ensure that an employer-employee relationship will exist between the employment agency and the OJT/SE trainee, and that the employer is capable of providing job training to enable the trainee to perform as a regular employee of the employer's establishment. (SETA Policy)**
- C. Employers must be able to show they have the necessary equipment, materials and supervision to provide the contracted training, and valid licenses to do business. **(SETA Policy)**
- D. Except for purposes directly connected with, and necessary to, the administration of the program, OJT/SE employers shall ensure that no information about, or obtained from, a trainee, and in possession of the OJT/SE employer, will be disclosed in a form identifiable with the trainee without the trainee's consent. **(45 CFR 400.27(a) and SETA Policy)**

- E. An OJT/SE employer must advise the program operator and SETA whenever any trainee fails or refuses to participate or accept an offer of employment. **(45 CFR 400.72(c) and SETA Policy)**
- F. No funds provided by SETA shall be used for customized training, skill training, or on-the-job training or company specific assessments of job applicants or employees of a business or a part of a business that has relocated from any location in the United States, until the company has operated at that location for 120 days, if the relocation has resulted in any employee losing his or her job at the original location. **(Workforce Investment Act ' 181(d); WIA Final Regulations §667.268(a) (2) and SETA Policy)**

7. Multiple OJT/SE Enrollments:

A customer that previously participated in OJT/SE may enroll into another OJT/SE on a case-by-case basis contingent upon the following:

- A. Program Operator must obtain approval from SETA prior to new OJT/SE enrollment.
- B. Customer is eligible for an OJT/SE, and still has an open case in the SacWorks system.
- C. Eligibility must be verified for CalWORKs clients enrolling in another OJT/SE.
- D. Program Operator must provide justification for another OJT/SE enrollment including:
 - 1. The benefit to the customer for another OJT/SE.
 - 2. How the customer addressed the barrier(s) from the previous OJT/SE to ensure a positive outcome for another OJT/SE. **(SETA Policy)**

8. Monitoring/Skills Attainment:

A. OJT/SE Program Operators will track the progress of the OJT/SE participants through scheduled performance reviews through the monthly collection of the JOB DESCRIPTION/ELEMENTS OF TRAINING/MONTHLY EVALUATION (Attachment B) from the Employer. The reviews, scheduled monthly, should be conducted to ensure that the participant is making progress during the training phase of the OJT/SE. A variety of tools to monitor the progress should be used including, but not limited to, onsite visits, employer evaluation, and employee self-evaluation. Employers should complete a survey upon completion of the OJT/SE for the customer, which will further measure if the customer has attained the necessary skill and experience as stated in their training plans to be successful in the workplace and potentially be hired in unsubsidized positions with the employer.

B. Program Operators must conduct on-site monitoring of each OJT/SE employer and document the visits in SacWorks to verify compliance with subcontract terms **prior to** making payments **(WIA Final Regulations, Part 667, Subpart D and SETA Policy)**.

9. Labor Standards:

The following labor standards shall be adhered to in accordance with federal, state, local and SETA policies and procedures:

A. Health and Safety Standards

- 1. Health and safety standards established under federal, state, and local laws otherwise applicable to working conditions of employees are equally applicable to working conditions of trainees engaged in SETA-funded programs and activities. **(Workforce Investment Act**

§181(b) (4); WIA Final Regulations §667.274(a); 45 CFR 400.81(a) (5) and SETA Policy)

2. When allegations of unlawful working conditions have been made, referrals to the employer will be withheld until a thorough investigation has been completed and the employer is cleared of the allegation. **(SETA Policy)**

B. Workers' Compensation Coverage

1. To the extent that a state workers' compensation law applies, workers' compensation must be provided to trainees in programs and activities funded through SETA on the same basis as the compensation is provided to other individuals in the state in similar employment. Documentation of workers' compensation coverage must be obtained **(Name and Policy Number of the Insurance Company)** by the program operator.
2. To the extent that such law is not applicable, the SETA-funded program operator and/or the OJT/SE employer shall secure insurance coverage for injuries suffered by such trainees, in all SETA-funded work-related activities. **(Workforce Investment Act §181(b) (4), WIA Final Regulations §667.274(b) (1) and SETA Policy)**

C. Benefits/Employment Conditions

Individuals in OJT/SE shall be provided benefits and working conditions at the same level and to the same extent as other trainees or employees working similar lengths of time and doing the same type of work. **(Workforce Investment Act §181(b) (5); WIA Final Regulations §667.272(b) and SETA Policy)**

D. Displacement

1. Employers must be able to provide assurances that they are not in violation of federal, state or local labor laws. Employers cannot be involved in a strike, lockout or other labor dispute. **(45 CFR 400.81(a) (10) (i) and SETA Policy)**
2. A trainee in a SETA-funded program or activity must not displace (including a partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits) any currently employed employee (as of the date of the participation). **(Workforce Investment Act §181(b) (2) (A); WIA Final Regulations §667.270(a) and SETA Policy)**
3. A SETA-funded program or activity must not impair existing contracts for services or collective bargaining agreements. When a SETA-funded program or activity would be inconsistent with a collective bargaining agreement, the appropriate labor organization and employer must provide written concurrence before the program or activity begins. **(Workforce Investment Act §181(b) (2) (B); WIA Final Regulations §667.270(b); 45 CFR 400.81(a) (10) (ii) and SETA Policy)**
4. A trainee in a SETA-funded program or activity may not be employed in or assigned to a job if: (1) Any other individual is on layoff from the same or any substantially equivalent job; (2) The employer 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 the SETA-funded trainee. (3) The employer has reduced their workforce via lay-offs in the six (6) month period prior to program participation.

(Workforce Investment Act §181(b) (3) (A) and (B); WIA Final Regulations §667.270(c) (1) and (2) and SETA Policy)

5. No job shall be created in a promotional line that infringes in any way on the promotional opportunities of currently employed workers. **(Workforce Investment Act §181(b) (3) (C); WIA Final Regulations §667.270(c) (3)) and SETA Policy)**
6. Regular employees and program trainees alleging displacement may file a complaint under the applicable grievance procedures. **(WIA Final Regulations §667.270(d) and SETA Policy)**
7. The quality of training shall meet local employers' requirements so that the individual will be in a competitive position within the local labor market. **(45 CFR 400.81(a) (11) and SETA Policy)**

E. Union Activities

1. SETA funds must not be used to directly or indirectly assist, promote or deter union organizing. **(Workforce Investment Act §181(b) (7); WIA Final Regulations §663.730 and SETA Policy)**
2. Where a labor organization represents a substantial number of employees who are engaged in similar work or training in the same area as that proposed to be funded, an opportunity shall be provided for such organization to submit comments with respect to such proposal. **(SETA Policy)**
3. OJT/SE's cannot be used as a union-breaking technique to replace displaced or striking workers. **(SETA Policy)**

F. Davis-Bacon Act Compliance

All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating, of projects, buildings, and works which are federally assisted, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. ' 276a-276a-5). The provisions of this subsection shall not apply to a bona fide trainee in a training program. Such trainees shall not be discriminated against solely because of their status as trainees. **(SETA Policy)**

G. Noncriminal grievance procedure at employer level **(Workforce Investment Act §181(c); WIA Final Regulations Subpart F §667.600 and §667.610 and SETA Policy)**

1. SETA and program operators shall assure that employers have a grievance procedure relating to the terms and conditions of employment available to their trainees.
2. Employers under paragraph 1 of this section may operate their own grievance system or may utilize the grievance system established by SETA under this subpart, except as provided for in paragraph 3 of this section. Employers shall inform trainees of the grievance procedures they are to follow when the trainee begins employment.
3. If an employer is required to use a certain grievance procedure under a covered collective bargaining agreement, then those procedures should be followed for the handling of complaints under this section.

4. An employer grievance system shall provide for, upon request by the complainant, a review of an employer's decision by SETA, and the State if necessary.

10. Political Activity/Lobbying

No SETA funds shall be utilized by program operators or employers to provide financial assistance for any program that involves political activities. **(Workforce Investment Act §195(6) and SETA Policy)**

11. Sectarian Activities:

(Workforce Investment Act §188(a) (3); WIA Final Regulations §667.266 and §667.275; 29 CFR 37.6(f) and SETA Policy)

- A. Employer shall use all funds consistent with the Establishment Clause and the Free Exercise Clause of the First Amendment to the United States Constitution. Employer shall not expend any program funds for inherently religious activities, such as worship, religious instruction, or proselytization. If employer conducts such activities, it must offer them separately, in time or location, from OJT/SE programs or services, and participation must be voluntary for trainees.
- B. Employer shall retain its independence from Federal, State, and local governments and may continue to carry out its mission, including the definition, practice and expression of its religious beliefs, provided that it does not expend any direct funding to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, employer may use space in its facilities to provide services without removing religious art, icons, scriptures, or other symbols. In addition, employer retains authority over its internal governance and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
- C. There will be no employment or training of participants in sectarian activities.
- D. In providing training, employer shall not discriminate against a trainee or prospective trainee on the basis of religion or a religious belief.

12. Nondiscrimination/Equal Opportunity:

- A. Program operators and employers shall comply with the nondiscrimination and equal opportunity provisions of WIA section 188 and its implementing regulations found at 29 CFR, part 37. **(Workforce Investment Act §188; WIA Final Regulations §667.275; 45 CFR 400.81(a) (6) and SETA Policy).**

SEC. 188. NONDISCRIMINATION

(a) In General

(1) Federal Financial Assistance - For the purpose of applying the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), on the basis of sex under title IX of the Education Amendments of 1972 (20 U.S.C.

1681 et seq.), or on the basis of race, color, or national origin under title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), programs and activities funded or otherwise financially assisted in whole or in part under this Act are considered to be programs and activities receiving federal financial assistance.

(2) **Prohibition of Discrimination Regarding Participation, Benefits, and Employment** – No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any such program or activity because of race, color, religion, sex (except as otherwise permitted under Title IX of the Education Amendments of 1972), national origin, age, disability, or political affiliation or belief.

(3) **Prohibition on Discrimination on Basis of Trainee Status** - No person may discriminate against an individual who is a trainee in a program or activity that receives funds under this title, with respect to the terms and conditions affecting, or rights provided to, the individual, solely because of the status of the individual as a trainee.

(4) **Prohibition on Discrimination Against Certain Non-Citizens- Participation in programs and activities or receiving funds under this title shall be available to citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, and parolees, and other immigrants authorized by the Attorney General to work in the United States.**

- B. Employers shall not impose requirements as to duration of residence as a condition of participation for the provision of assistance or services. **(45 CFR 400.25 and SETA Policy)**
- C. Nondiscrimination and equal opportunity requirements and procedures, including complaint processing and compliance reviews, are governed by the regulations implementing WIA section 188, codified at 29 CFR part 37, and are administered and enforced by the DOL Civil Rights Center. **(WIA Final Regulations '667.275(2) and SETA Policy)**
- D. Funds may be used to meet a program operator's obligation to provide physical and programmatic accessibility and reasonable accommodation/modification in regard to the program, as required by section 504 of the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, as amended, section 188 of WIA, and the regulations implementing these statutory provisions. **(WIA Final Regulations '667.275(3) and SETA Policy)**
- E. Employers shall ensure that women have the same opportunities as men to participate in any program.
(45 CFR 400.145(c) and SETA Policy)

13. Miscellaneous Policies and Procedures:

- A. OJT/SE Program Operators must target industries with employment opportunities available in the local area as reflected in the Critical Occupational Clusters Report. Current information can be found at <http://www.careergps.com/admin/login.asp> **(SETA Policy)**. Once at the website, enter *staff* as the user name and *seta* as the password. The occupational forecast data report is updated quarterly.

- B. An OJT/SE contract cannot be entered into if a director, officer, trustee or employee of the employer holds a seat on the Sacramento Employment and Training Agency (SETA) Governing Board. **(SETA Policy)**
- C. An OJT/SE contract will not be approved for sites that are funded in any part by the Sacramento Employment and Training Agency. **(SETA Policy)**
- D. "Volunteerism" or tryout of a potential OJT/SE employee by an employer is a violation of law relative to the Labor Code. However, potential trainees may observe a job on a limited basis not to exceed four hours. **(SETA Policy)**
- E. Waiver of SETA Policy **(Attachment G)**. For OJT/SE contracts where a waiver of any SETA Policy will be needed, an OJT/SE Request for Waiver (page 14) **must** be approved by SETA's Monitoring Unit Supervisor, for approval prior to execution of the OJT/SE contract with the employer. All waiver requests must be justified fully and concisely. Each waiver will be approved or denied on a case-by-case basis. **(SETA Policy)**

OJT/SE CUSTOMER TRACKING/PLACEMENT FORM
ON-THE-JOB TRAINING (OJT)

TO: Melanie Klinkamon - MLKlinka@delpaso.seta.net

FROM:

SERVICE PROVIDER NAME:

GRANT TYPE: Choose

PHONE:

DATE:

Trainee's Name: _____ Social Security #: _____

Trainee's Phone Number: _____ Type of Referral: Choose _____

ENROLLMENT INTO OJT (SUBSIDIZED employment start date. Submit before placement into OJT)

Employer Name: _____

Employer Address: _____ City: _____ State: _____ Zip: _____

Supervisor's Name: _____ Title: _____ Phone: _____

Job Title: _____ Hourly Wage: \$ _____

a. OJT training dates: Begin: _____, 20____ End: _____, 20____

c. Duration of OJT contract: Hours: _____ Days: _____ Weeks: _____

d. Trainee's Work Days: _____

e. Trainee's Work Hours (e.g., 8:00 a.m. to 5:00 p.m.): _____

JOB PLACEMENT (Submit upon placement into UNSUBSIDIZED EMPLOYMENT)

Trainee has accepted offer of permanent unsubsidized employment.

OPTION TO ENTER ONLY DATA THAT DIFFERS FROM ABOVE (i.e., start date, hours, wage, health benefits)

Start Date: _____, 20____

Employer Name: _____

Employer Address: _____ City: _____ State: _____ Zip: _____

Supervisor's Name: _____ Title: _____ Phone: _____

Job Title: _____ Starting Wage: \$ _____

Hours Per Week: _____

Employee Paid Health Benefits: Yes No

Health Benefits Begin: _____, 20____

TERMINATION OF OJT (Complete and submit upon premature termination of the OJT contract only)

OJT has ended prior to training completion due to: Choose _____ Date of Action: _____, 20____

SETA

OJT/SE SUITABILITY DETERMINATION SUMMARY SHEET

CUSTOMER'S NAME: _____

1. Has identified an occupational area for which immediate employment is a realistic goal.
(Staff have allowed customer to explore occupational interests during the assessment process). Yes No
 2. Has the interest and aptitudes necessary to begin an OJT/SE position in a specific occupation. Yes No
 3. Has a positive attitude toward work and general knowledge of the expectations of the workplace; i.e. attendance, punctuality, adhering to workplace requirements, acceptable dress and grooming, performing job duties, accepting supervision, dealing with co-workers, and in general accepting responsibilities that is associated with employment. Yes No
 4. Has resolved or has plans to resolve such employment barriers as transportation, day care, housing, health, or other barriers that can prevent successful OJT/SE participation. Yes No
 5. Has the basic skills needed to perform on the job. Such basic skills can include math, reading, understanding the English language and others that is necessary to begin OJT/SE training. Yes No
 6. Has no work history. Yes No
 7. In developing the elements of training and the length of training consideration was given to:

Academic and occupational skill level	<input type="checkbox"/> Yes <input type="checkbox"/> No
Prior work history	<input type="checkbox"/> Yes <input type="checkbox"/> No
 8. Does customer have prior experience in the occupational area for which OJT/SE is being considered.
If "Yes" provide an explanation below:

 Yes No
-
9. Suitable for OJT/SE? Yes No

OJT/SE Contract Modification Request

Trainee Name: _____ Case Mgr: _____

Contract #: _____ Trainee #: _____

Employer: _____

Between the _____ and (Sub-Contractor
(Program Operator) _____ (Employer)) _____
Is hereby executed _____
as of (Date) _____

Type of Modification:

Modification of contract terms, hours, reimbursement amount

Original contract terms: _____

New contract terms: _____

Original contract hours: _____

New contract hours: _____

Original reimbursement amount: _____

New reimbursement amount: _____

OJT/SE Description (Attachment A)

Elements of Training (Attachment B)

Other (explain): _____

Reason for Modification:

Program Operator Signature Date

Employer Signature Date

Title

Title

Submit this form, along with updates to all parts to the original OJT/SE contract impacted by the modification, to your SETA monitor for review

Monitor use only: Approved Denied

Sign: _____ Date: _____

Reason for denial: _____

cc: SETA Workforce Development Quality Control Supervisor, Monitoring/Evaluation

On-The-Job/Subsidized Employment Training Request for Waiver

To: Marty Araiza
SETA Workforce Development Quality Control Supervisor, Monitoring/Evaluation

From: _____ Date: _____

Employer # _____ Trainee #: _____

A waiver is requested for (Name of Participant) _____ who will be employed

by (Name of Employer) _____ This request relates to:

Policy #	<u>Current Policy Language</u>
_____	_____

Justification for Waiver Request

Policy #	<u>Current Policy Language</u>
_____	_____

Justification for Waiver Request

NOTE: In requesting waivers, it should be noted that SETA may grant waivers only for those items identified as "SETA Policy". SETA cannot grant waivers to regulatory requirements.

Monitoring/Evaluation Supervisor/Use Only:

Approved Denied

SETA Signature

Date

OJT/SE Timesheet

(Employer timesheet may be used but must contain the elements on this timesheet)

Participant Name: _____ Pay Period: _____ to _____

Month/Day/Year

Social Sec. # _____

OJT/SE Employer: _____ Program Operator: _____

Date	From	Lunch		To	Total Hours (minus lunch)	Date	From	Lunch		To	Total Hours (minus lunch)
		Out	In					Out	In		
Total Hours For Pay Period											

I hereby certify that this timesheet correctly reflects all time worked for the pay period indicated and that it has not been forged or altered. I understand that falsification of this documentation will result in your immediate termination from the program.

Participant Signature

Date

OJT/SE Supervisor Signature

Date

OJT/SE Forms Checklist

(The following forms must be attached to the OJT/SE contract in an enclosed envelope to be approved by Monitor.)

<u>WIA/CW&NEG</u>	
<input type="checkbox"/>	OJT/SE contract (one per employer, for the first trainee) <i>attach hard-copy</i>
<input type="checkbox"/>	OJT/SE Description/Trainee Information Form (Attachment A) <i>attach hard-copy</i>
<input type="checkbox"/>	Job Description/Elements of Training/ Monthly Evaluation (Attachment B) <i>attach hard-copy</i>
<input type="checkbox"/>	OJT/SE Suitability Determination Summary Form (Attachment E) <i>attach hard-copy</i>
<input type="checkbox"/>	Right to Work documents <i>scanned into Vault</i>
<input type="checkbox"/>	Selective Service verification documents <i>scanned into Vault if applicable.</i>
<input type="checkbox"/>	Eligibility documents (applicable Adult, Dislocated Worker, CalWORKs, NEG) <i>scanned in Vault</i>
<input type="checkbox"/>	The Participant Plan is consistent with the WtW plan or other service agreements between DHA and respective CalWorks recipient. <i>If applicable.</i>
<input type="checkbox"/>	OJT/SE Request for Waiver (if requested) <i>If applicable</i>
<input type="checkbox"/>	Other: _____

WIA customer OJT/SE contract and forms must be submitted to SETA monitor within ten (10) working days of execution.

OJT Contract Review Checklist
WIA/NEG/CW

ATTACHMENT J

Trainee Name: _____ Contract # _____ Trainee # _____

Program: _____ Employer: _____

Training Dates: _____ Delivered Date: _____

Was contract received within 10 working days of contract execution? Yes No

This contract has been examined and contains documentation on the following:

1. Contract and Attachment B have required Signatures/Dates:
Signatures Yes No Dates Yes No
2. Contract has Federal Employer & State ID #: Yes No
3. SacWorks registration, Gold Standard, background Wizard completed Yes No
4. Eligibility, Addendum, and RTW documentation, in Vault Yes No
5. Prolonged unemployment beyond 21.5 weeks (NEG only) Yes No N/A
6. Critical Occupational Cluster (Career GPS): Yes No
7. Eligibility & Enrollment – Client is eligible and enrolled in funding source:
Enrolled Grant Code(s): _____ Enrolled OJT/SE Activity Code: _____
 WIA/NEG- 501/775-338 WIA/CW 201/905 WIA/Adult 201
 WIA/Dislocated Worker 501 Vendorized/CW 906
8. Calculations in the contract are correct (money/hours/months) Yes No
9. Compensation at same rates as similarly situated employees Yes No
10. WIA worksite is allowable Yes No
11. Length of Elements of Training (Attachment B) make sense Yes No
12. Hours add up Yes No Training does not exceeds 6 months Yes No
13. OJT/SE Suitable & Justified: (Attachment E) Yes No
 Approved Not Approved

Other/Notes: _____

IN-HOUSE FORM

SETA On-the-Job Training/Subsidized Employment (OJT/SE) CONTRACT

Contract #: _____

This CONTRACT, dated this ____ day of ____, 20 ____, is by and between the Sacramento Employment and Training Agency (SETA), and ____, of the County of ____, State of California, hereinafter referred to as EMPLOYER. The term of this CONTRACT shall begin ____, 20 ____, and shall end ____, 20 ____.

EMPLOYER AGREES THAT:

1. For each trainee hired pursuant to, and after execution of, this CONTRACT, it will: a) hire trainee as a regular member of EMPLOYER's work force; b) compensate trainee at the same rates, including periodic increases, as similarly situated employees, but in no event less than the higher of the minimum wage specified under the Fair Labor Standards Act of 1938, as amended, or the applicable state or local minimum wage; c) provide trainee with the same employment benefits (including health benefits) and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work; d) complete and provide to SETA an OJT/SE DESCRIPTION/TRAINEE INFORMATION form, in the form attached hereto as Attachment A; e) provide to SETA, before the commencement of training, a JOB DESCRIPTION/ELEMENTS OF TRAINING/MONTHLY EVALUATION form, in the form attached hereto as Attachment B, with the Elements of Training and # of Hours for each element identified; and f) provide to SETA monthly evaluations of the trainee on a copy of the JOB DESCRIPTION/ELEMENTS OF TRAINING/MONTHLY EVALUATION form, complete with ratings for the work related competencies and signatures of the Trainee and Employer.
2. It shall maintain, for the term of this CONTRACT, an insurance plan for workers' compensation, issued by an insurance carrier licensed to underwrite workers' compensation insurance in the State of California, in an amount and sum to meet all requirements of applicable Labor Codes of the State of California, which provides coverage for all employees employed pursuant to this CONTRACT who are currently eligible for coverage under existing workers' compensation laws and regulations. Said insurance shall contain a provision which guarantees that coverage shall not be canceled, limited, or non-renewed until after thirty (30) days advance written notice has been given to SETA, except in the event of non-payment of premium when a ten (10) day advance written notice shall apply.
3. It will perform all the OJT/SE services for each trainee in the occupation outlined on each Attachment A and will provide all the necessary equipment, materials and supervision.
4. All services to be performed by EMPLOYER shall be performed by EMPLOYER or by employees of EMPLOYER under EMPLOYER's supervision.
5. It will indicate on EMPLOYER's monthly evaluation forms, prior to the completion of each OJT/SE employee's first sixty (60) days on the job, any dissatisfaction with the OJT/SE employee's progress or capabilities. In the event that an OJT/SE employee, at any time, performs in a manner unsatisfactory to the EMPLOYER, EMPLOYER shall immediately notify SETA of the alleged deficient performance.
6. It shall exercise its right to replace an OJT/SE employee, and receive a replacement therefore, only after prior notice to the replaced trainee of the inadequacy of the trainee's performance.
7. No performance of any of its obligations under this CONTRACT may be transferred by subcontract, assignment, delegation, or novation. Any attempt by EMPLOYER to assign, delegate or subcontract any performance of its

obligations hereunder shall be null and void and shall constitute a breach of this CONTRACT and shall allow for SETA to immediately terminate this CONTRACT.

8. Funding for this CONTRACT is provided by the Sacramento Employment and Training Agency (SETA), a joint powers agency, through funds granted to SETA by the federal government and/or the State of California and/or the County of Sacramento.
9. The EMPLOYER and any of its agents and employees in the performance of this CONTRACT will act in an independent capacity and not as agents, officers, or employees of SETA and will defend and save SETA harmless from any such claim.
10. EMPLOYER will maintain and make available time and attendance, payroll and other records to support amounts reimbursed under OJT/SE contracts.
11. At any reasonable time or during normal business hours, SETA, the U.S. Department of Labor (DOL), the U.S. Department of Health and Human Services (DHHS), the State of California (including the Bureau of State Audits, the State Controller's Office, the Employment Development Department (EDD) and the Department of Social Services (DSS)), the Office of Inspector General (OIG) and the Controller General, or their duly authorized representatives shall have the right of access to any books, documents, papers, computer records, or other records of EMPLOYER that are pertinent to this CONTRACT, in order to conduct audits and examinations, and to make excerpts, transcripts, and photocopies of such documents on or off the premises of EMPLOYER. This right also includes timely and reasonable access to EMPLOYER personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as the records are retained. SETA shall have the right to observe, monitor, evaluate and examine EMPLOYER's program operation and its offices and facilities utilized in the performance of this CONTRACT.
12. Comply with the provisions of federal regulations regarding debarment and suspension set forth at 29 CFR Part 98 and pass this requirement to each person with whom EMPLOYER enters into a covered transaction at the next lower tier as provided by those regulations. In this regard, EMPLOYER certifies that, to the best of its knowledge neither it nor any of its principals:
 - Is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
 - Has within a three (3) year period preceding the OJT/SE contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph b of this paragraph 12; and,
 - Has within a three (3) year period preceding the OJT/SE contract had one or more public (federal, state or local) transactions terminated for cause or default.
13. It has read, understands and agrees to abide by the **SETA OJT/SE POLICIES AND PROCEDURES (Attachment C)**.

SETA AGREES THAT:

1. It will provide, during the term of this CONTRACT, the services necessary to assist the EMPLOYER and trainee(s) including, but not limited to, outreach, recruitment, counseling, assessment, placement, monitoring and follow-up.

2. It will pay the EMPLOYER an amount not to exceed a negotiated fixed price in accordance with the cost computations on Attachment A, for services accepted and approved upon receipt of properly certified invoices, listing trainees' names, social security numbers, occupations, work-week hours, and costs for the billing periods indicated. In no event will SETA pay EMPLOYER more than its actual and reasonable costs.
3. It will certify that the training plans set out are adequate, and that the negotiated price, terms and conditions are consistent with applicable regulations and SETA policies and procedures.
4. It will conduct on-site monitoring of all conditions and activities involved in the performance of this CONTRACT to verify compliance with CONTRACT terms **before** making payments and maintain the right to verify cost or pricing data submitted in respect to this CONTRACT during EMPLOYER's normal business hours.
5. It will review and complete a monthly evaluation for each trainee on their respective JOB DESCRIPTION/ELEMENTS OF TRAINING/MONTHLY EVALUATION form and retain all such forms in trainee's file.
6. Will provide an OJT/SE CUSTOMER TRACKING/PLACEMENT FORM attached hereto as Attachment D as soon as trainee is placed into unsubsidized employment. Submit form to SETA program monitor and to SETA's DHA liaison.
7. It will maintain all records pertaining to this CONTRACT for a minimum of four (4) years.

TERMINATION:

1. EMPLOYER may suspend the trainee(s) at any time for conduct that would justify suspension or termination of a regular employee. In addition, EMPLOYER may terminate this CONTRACT and the employment of the trainee(s) for conduct, which would justify termination of a regular employee, upon ten (10)-calendar days written notice to the SETA. EMPLOYER may terminate this CONTRACT and the employment of the trainee(s) upon ten (10)-calendar days written notice to the SETA if the economic conditions of the business prohibit the continued employment of the trainee(s).
2. SETA may terminate this CONTRACT upon ten (10)-calendar days written notice to the EMPLOYER if the EMPLOYER is in default of any of the provisions of this CONTRACT or violates any of the covenants, assurances, stipulations or conditions of this CONTRACT.
3. SETA may immediately suspend performance of this CONTRACT, including payments to EMPLOYER, upon SETA's determination that performance under the CONTRACT constitutes serious programmatic deficiencies within the provisions of federal and/or state regulations. Such suspension will be effective upon written personal or certified mail notice to the EMPLOYER at the EMPLOYER's address set forth below the signature of each party to this CONTRACT. In the event SETA suspends payment to EMPLOYER, nothing herein shall limit, restrict or otherwise impair EMPLOYER's authority to suspend the trainee(s) consistent with EMPLOYER's personnel policies or procedures and as otherwise permitted by law.
4. SETA may immediately terminate this CONTRACT at such time as funds are not made available to it for the purpose of carrying out this CONTRACT.

GENERAL PROVISIONS:

No alteration or variation of the terms of this CONTRACT shall be valid and/or binding unless approved by SETA. Requests for modification to the CONTRACT must be made in writing using SETA's OJT/SE CONTRACT MODIFICATION REQUEST form- Attachment F (Pg. 24 of the SETA OJT/SE Policies and Procedures). The form must be signed by the parties hereto. This CONTRACT constitutes the entire agreement between the parties and no oral understandings or agreements not incorporated herein shall be binding on any of the parties.

The employer certifies that it will provide a drug-free workplace as defined by the Drug-Free Workplace Act of 1988.

IN WITNESS WHEREOF, this CONTRACT, and all attachments, is executed by and on behalf of the parties hereto.

Printed Legal Name of Employer

Sacramento Employment and Training Agency

Signature of Authorized Officer Date

Signature of Authorized Officer Date

Printed Name and Title of Authorized Signatory

Printed Name and Title of Authorized Signatory

Address

925 Del Paso Blvd, Suite 100
Address

City, State, Zip Code

Sacramento, CA 95815
City, State, Zip Code

Phone Number

Phone Number

Type of Business:

- Public Agency
- Private Non-Profit Corporation
- Private For-Profit Corporation
- Private For-Profit Partnership
- Private For-Profit Sole Proprietorship

Federal (I.R.S.) Employer I.D. # _____

State Tax I.D. # _____

IN-HOUSE (SETA) OJT/SE CONTRACT APPROVAL SUBMISSION PROCESS

Purpose:

To provide guidance on the approval process for the Sacramento Employment and Training Agency's (SETA) In-House staff developed On-the-Job Training/ Subsidized Employment (OJT/SE) contracts.

Procedure:

1. OJT/SE Contract Development and Initial Approval:
 - The Workforce Development Professional (WDP) (originator of the contract) will develop the OJT/SE contract between the employer and SETA.
 - The WDP (originator of the contract) will submit the OJT/SE contract in an envelope with the *In House OJT/SE Contract Approval Submission Checklist* to their supervisor for review and initial approval.
 - After supervisor review and initial approval, supervisor returns contract to WDP (originator of contract) who will submit the contract to WDP II (Kris Cowen).

2. Contract Recorded in Contract Database Log:
 - WDP II (Cowen) will submit the OJT contract to the SETA front desk within **10 working days of contract execution (OJT begin date)**. The SETA front desk will Time and Date Stamp the contract and return the contract to the WDP II (Cowen).
 - WDP II (Cowen) will log the contract into the *OJT/SE Contract Submission Log* database.
 - WDP II (Cowen) will forward all contracts originating from the Galt Career Center to the Workforce Development Manager (Cindy Sherwood-Green) for review.

3. Contract Review and Approval
 - WDP II (Cowen) will review OJT contracts originating from the Del Paso location.
 - Contracts originating from the Galt Career Center will be reviewed by the Manager (Sherwood-Green).
 - WDP II (Cowen) or Manager (Sherwood-Green) will mark the designated check box, initial, and date the *In-House OJT/SE Contract Approval Submission Checklist* to indicate the contract was received.
 - If contract corrections are necessary, the WDP II (Cowen) or Manager (Sherwood-Green) will notify the WDP (originator of contract) and will follow-up to verify corrections.
 - WDP II (Cowen) will update the status of the OJT/SE contract in the *OJT/SE Contract Submission Log* database. The Manager (Sherwood-Green) will provide the status of the Galt Career Center OJT contracts to the WDP II (Cowen) for entry in the *OJT/SE Contract Submission Log* database.
 - All OJT/SE contracts and OJT/SE Description/Trainee Information Form (Attachment A) and Elements of Training (Attachment B) will be submitted to the Deputy Director for review and approval.

4. * Deputy Director (DD) Review and Approval:
 - DD will review the OJT/SE Employer Contract and the *OJT/SE Description/Trainee Information Form (Attachment A)* and the *Elements of Training (Attachment B)* for approval.
 - DD will mark the designated check box, initial, and date the *In-House OJT/SE Contract Approval Submission Checklist* to indicate the contract was received.

- DD will forward to Executive Director for signature.
5. * Executive Director (ED) review and approval:
 - ED will review, approve, and sign OJT/SE Employer Contract.
 - ED will mark the designated check box, initial, and date the *In-House OJT/SE Contract Approval Submission Checklist* to indicate the contract was received.
 - Completed OJT/SE Employer Contract will be forwarded to WDP II (Cowen).
 6. * WDP II (Cowen) Contract Scan and Retention:
 - WDP II (Cowen) will scan OJT/SE employer contract and the *SETA In-House OJT/SE Contract Approval Submission Checklist* and log the approval status into the *OJT/SE Contract Submission Log* database.
 - WDP II (Cowen) will provide a copy of the signed copy to the employer and retain the original OJT contract. For OJT contracts that originated from the Galt Career Center, the WDP II (Cowen) will provide the original signed contract to the WDP (originator of the contract) who will provide a copy to the employer and retain the original.
 7. Approval of OJT Contract Extensions or Modifications
 - The Public Information Officer (Terri Carpenter) will be responsible for approving all modification and extension requests for In-House OJT contracts originating at the Del Paso site.
 - The Workforce Development Manager (Sherwood-Green) will be responsible for approving all modification and extension requests for In-House OJT contracts originating at the Galt Career Center site.
 - Approved OJT/SE Contract Modification Request forms (Attachment F) will be submitted to the WDP II (Cowen) for status update entry in the *OJT/SE Contract Submission Log* database.

* Steps 4-6 do not apply for contracts that are not for the first Trainee with the employer.

SETA
In-House OJT/SE Contract Approval Submission Checklist

From: _____ Contract #: _____ Trainee #: _____
WDP's Name, Site

Please mark the check box, initial, and date to indicate you have received the OJT/SE contract:

1. Supervisor

Workforce Development Professional (WDP) (originator of the contract) will send OJT/SE contract to supervisor for initial review and approval. After supervisor review and approval, the contract will be submitted to WDP II (Kris Cowen).

2. Kris Cowen, WDP II

WDP II (Cowen) will submit OJT/SE contract to SETA Front Desk within 10 business days of the OJT/SE execution. The Front Desk Staff will Time and Date Stamp the OJT/SE contract and return to WDP II (Cowen). The WDP II (Cowen) will log the contract in the OJT/SE Contract Submission Log database. If the contract originated at the Galt Career Center, the WDP II (Cowen) will forward it to the Workforce Development Manager (Cindy Sherwood-Green) review.

**3. Kris Cowen, WDP II (contracts from Del Paso) or
 Cindy Sherwood-Green (contracts from the Galt Career Center)**

WDP II (Cowen) or Manager will review contract for approval and will forward the original OJT/SE Employer Contract and *OJT/SE Description/Trainee Information Form (Attachment A)* and the *Elements of Training (Attachment B)* to Deputy Director for review and approval. If contract corrections are necessary, WDP II (Cowen) or Manager will notify the WDP (originator of contract) and will follow-up to verify corrections. WDP II (Cowen) will update the status of the contract on the Monitoring and Evaluation OJT/SE Contract Submission Log database.

4. * Robin Purdy, Deputy Director (DD)

DD will review and approve OJT/SE Employer Contract and the *OJT/SE Description/Trainee Information Form (Attachment A)* and the *Elements of Training (Attachment B)*, then forward to Executive Director for signature.

5. * Kathy Kossick, Executive Director (ED)

ED will review, approve, and sign OJT/SE Employer Contract. Completed contract will be forwarded to WDP II (Cowen) to scan with the completed *In House OJT/SE Contract Approval Submission Checklist* into SETA OJT/SE contract database. WDP II (Cowen) will forward the original contract to WDP (originator of contract). WDP II (originator of contract) will retain the original and provide a copy to the employer.

Please submit all contract documentation in an enclosed envelope with this check list attached.



WIA DISLOCATED WORKER ELIGIBILITY WORKSHEET

APPLICANT
NAME:

DATE:

A. Has been terminated or laid off, or has received a notice of termination or layoff from employment; **AND**

1. Is eligible for, or has exhausted entitlement to unemployment compensation; **OR**
2. *Has been employed for a duration sufficient to demonstrate, to the appropriate entity at a one-stop center but shows sufficient attachment to the workforce,* but is not eligible for unemployment compensation due to insufficient earnings **OR** having performed services for an employer that was not covered under a State unemployment compensation law, **AND**
3. Is unlikely to return to a previous industry or occupation.
 - Appointment Notice of referral to an Initial Assistance Workshop (IAW)
 - Reemployment Plan generated for IAW
 - Telephone Verification from EDD field office

(Mark and Verify appropriate Categories)

Terminated **OR** Laid Off from employer How Verified: _____

UIB How Verified: _____

Unlikely to Return How Verified: _____

- Rejection Letter; **OR**
- Occupations/industry shows negative or slow (10% or lower) job growth. Please refer to a specific primary occupation in CareerGPS.com (<http://www.careergps.com/occupations.asp>) for occupational forecast job growth information (“Employment Change” Percent); **OR**
- Customer has been unemployed 15 of the last 26 weeks; **OR**
- Customer has documented job search efforts and has been unable to find employment in their previous occupation; **OR**
- Lack of Job Orders in Occupation on file at Job Service Office

B. Has been terminated or laid off, or has received a notice of termination or layoff from employer as a result of any permanent closure of, or any *substantial layoff* at a plant, facility or enterprise; **OR**

1. Is employed at a facility that the employer has made a general announcement that the facility will close within 180 days; **OR**
2. For purposes of eligibility to receive services other than training services, intensive services or supportive services, is employed at a facility at which the employer has made a *general announcement* that such facility will close.

3. When calculated based on the number of full-time employees in the local area only, at least 20% of an employer's workforce or 20 employees, whichever is less.

Letter from Employer and/or Agency of Dislocation

How

Verified: _____

C. Was self-employed (including employment as a farmer, a rancher, or a fisherman) but is unemployed as a result of general economic conditions in the community in which the individual resides or because of natural disasters.

• 3 Years of Business Accounts • Tax Forms • Receipts

D. Is a Displaced Homemaker – an individual who has been providing unpaid services to family members in the home and who:

1. Has been dependent on the income of another family member, but is no longer supported by that income; **AND**
2. Is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment.

• Applicant Statement • Court Documents

E. Has voluntarily terminated employment, and is receiving, or has been determined eligible to receive unemployment compensation or has subsequently exhausted entitlement to unemployment compensation since terminating employment voluntarily, and is unlikely to return to a previous industry or occupation.

Workforce Investment Act
National Emergency Grant
Dislocated Worker

1. Eligibility:

- NEG Dislocated Worker - Participation in the National Emergency Grant (NEG) OJT/SE will be limited to dislocated workers with special consideration for those experiencing prolonged unemployment and those with the greatest barriers to reemployment.
- For eligibility guidelines, see WIA Directive IS#22-09.

2. Tiered Employer reimbursement rates:

- **Employer Size.** WIA/NEG OJT/SE- Dislocated Worker Reimbursement/Cap rate: The negotiated reimbursement percentage may be between 50% and 90% of the participant's hourly wage based on the number of employees. Employer size is based on the employment at the company's *local* operation where the OJT/SE placement will be made. Refer to OJT/SE NEG Programs and Policy Questions and Answers pg. 8, #5 at: http://www.doleta.gov/layoff/pdf/OJT_Policy_QA.pdf. Reimbursement is as follows:
 - a. Up to 90% of the participant's wage rate for employers with 50 or fewer employees;
 - b. Up to 75% of the participant's wage rate for employers with 51-250 employees; and,
 - c. Up to 50% of the participant's wage rate for employers with more than 250 employees. (Employers with more than 250 employees are limited to the standard WIA rate of 50%).
- NEG funded training reimbursement may not exceed \$23.82 per hour (California state average wage).

3. Enrollment Codes:

• **Grant Codes -**

338 National Emergency Grant

501 Dislocated Worker

NEG OJT/SE trainees are to be co-enrolled in both grant 775/338 and 501.

• **Activity Codes -**

15 Other Core Services

30 Intensive Services- Case Management for Participants

32 Intensive Services- Development of Individual Employment Plan

42 Co-enrolled Intensive Services

55 On-The-Job Training

81 Supportive Services

- **NEG OJT/SE Enrollment Codes and Corresponding Activities -**

Grant:	Activities:
338	42, 55
501	15, 30, 32, 42, 81

- NEG participants may not be co-enrolled in other Department of Labor Employment and Training Administration programs (such as WIA formula funds, WIA 15% and 25% funds) for the purpose of extending an NEG OJT/SE beyond six months.

4. Unsubsidized Employment:

- Immediately following completion of training, and obtaining unsubsidized employment, OJT/SE providers and vendors will complete and forward the OJT/SE Customer Tracking/Placement Form to the SETA DHA Liaison.

WIA/CalWORKs

1. Eligibility:

- California Work Opportunity and Responsibility to Kids (CalWORKs) recipients - The applicant must be on a CalWORKs (CW) Welfare To Work (WTW) grant. Additionally, OJT/SE service providers must submit eligibility requests to the SETA DHA Liaison who coordinates with the County of Sacramento DHA Liaison for CalWORKs eligibility determination and OJT/SE approval.
- For eligibility guidelines, please see SETA Directive IS#22-09.

2. Tiered Employer reimbursement rates:

- The negotiated reimbursement percentage ranges between 50% and 100% of the participant’s hourly wage.

3. Enrollment Codes

• Grant Codes:

- 905 CalWORKs
- 201 WIA Adult

CW OJT/SE trainees are to be co-enrolled in both grant 905 and 201.

• Activity Codes:

- 15 Other Core Services
- 30 Intensive Services- Case Management for Participants
- 32 Intensive Services- Development of Individual Employment Plan
- 42 Co-enrolled Intensive Services
- 60 Non-WIA Funded Training Services (On-The-Job Training)

• CW OJT/SE Enrollment Codes and Corresponding Activities:

Grant:	Activities:
905:	42, 60
201:	15, 30, 32, 42

4. Enrollment Procedures:

The service provider will contact the SETA DHA Liaison to verify CalWORKs eligibility. The provider will also complete and electronically submit the OJT/SE Customer Tracking/Placement Form to SETA DHA Liaison

Supportive Services:

Support services for CalWORKs recipients will be coordinated with and provided by the DHA Case Worker. Supportive services provided include childcare, transportation, and ancillary supports. To access support services for CalWORKs participants, OJT/SE service providers will document the request in SacWorks, then complete and electronically forward the Support Services request form to SETA’s DHA Liaison. Support services that are not available through DHA may be provided through the career centers.

5. Unsubsidized Employment:

Immediately following completion of training, and obtaining unsubsidized employment, OJT/SE providers and vendors will complete and forward the OJT/SE Customer Tracking/Placement Form to SETA DHA Liaison.

1. **Eligibility:**

- California Work Opportunity and Responsibility to Kids (CalWORKs) recipients - The applicant must be on a CalWORKs (CW) Welfare To Work (WTW) grant. Additionally, OJT/SE programs must submit eligibility requests to the SETA DHA Liaison who coordinates with the County of Sacramento DHA Liaison for CalWORKs eligibility determination and OJT/SE approval.
- For eligibility guidelines, please see SETA Directive IS#22-09.

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2. **Tiered Employer reimbursement rates:**

- The negotiated reimbursement percentage ranges between 50% and 100% of the participant's hourly wage.

3. Benchmark Payments to Vendors: Vendors are paid per trainee based on the following performance-based outcomes:

- **Placement Benchmark:** payment for employment of CalWORKs recipient, provided that the following criteria are met:
 - a. The Qualified Vendor has submitted to SETA and received approval of a signed OJT/SE contract with an employer that meets the OJT/SE worksite criteria.
 - b. The CalWORKs recipient is enrolled in the SETA SacWorks system.
 - c. The employer has hired a CalWORKs recipient approved by DHA.
 - d. The CalWORKs recipient has completed 2 weeks of subsidized employment.
- **Training Completion Benchmark:** payment for the wage subsidy paid to the CalWORKs recipient, not to exceed \$3,000, or 100% of the CalWORKs recipient's gross wages reimbursed during the training period, whichever is less, provided that the following criteria are met:
 - a. The CalWORKs recipient successfully completes the training plan period.
 - b. The CalWORKs recipient OJT completion is in the SETA SacWorks system.
 - c. The CalWORKs recipient is exited to employment in the SETA SacWorks system.
 - d. The CalWORKs recipient continues to be employed at least 32 hours per week at the wage agreed to or higher in the OJT/SE training plan.

- e. The documentation of wages paid (time sheets, wage records, pay stubs) and successful completion (evaluations and placement forms) are received by SETA.
- **Retention Benchmark: Earned** when the customer is employed on the 90th day after the end of the training period and is working at least 32 hours per week at the agreed upon wage rate, provided that appropriate documentation of employment (check stubs or wage records) is received by SETA.
- **Vendor Payment:** The Vendor On-the-Job Training Program (OJT) Fiscal Report (Attachment N-2) may be used to request benchmark payments from SETA (or a form that contains the elements of this report). A completed Placement Log SETA Subsidized Employment/OJT (Attachment M-3) is to be attached and submitted with each invoice.

4. Enrollment Codes:

- **Grant Codes:**

- 906 Vendorized OJT/SE Services Grant
- 201 Workforce Investment Act (WIA) Grant
VS OJT/SE trainees may be co-enrolled in both 906 and 201.

- **Activity Codes:**

CORE

- 15 Other Core Services

INTENSIVE

- 30 Case Management for Participants
- 41 Non-WIA funded Intensive Services
- 60 Non-WIA funded Training Services

- **Vendorized OJT/SE Services Enrollment Codes and Corresponding Activities:**

Grant:	Activities:
201	15, 30
906	41, 60

5. Participant Plan (PP): The OJT/SE vendor is responsible for working with the customer to develop the PP. OJT/SE vendors are required to ensure that services reflected within a PP for a CalWORKs recipient are consistent with Welfare-To-Work (WTW) plans and/or other service agreements between DHA and the OJT/SE trainee.

6. **Supportive Services:** CalWORKs trainees will receive services deemed necessary for success from DHA. Vendors who are working with CalWORKS customers in need of supportive services should refer customers to their assigned DHA case worker for assistance.
7. **Unsubsidized Employment:** Immediately following completion of training, and obtaining unsubsidized employment, OJT/SE providers and vendors will complete and forward the OJT/SE Customer Tracking/Placement Form to SETA DHA Liaison.

VENDOR ON-THE-JOB TRAINING PROGRAM/SUBSIDIZED EMPLOYMENT (OJT/SE)
FISCAL REPORT

OJT/SE Vendor: _____ Contract #: _____

Street Address: _____

City: _____, CA Zip: _____

Is this a change of address? ____ Yes ____ No Activity: Vendor- OJT/SE

Report Period Start Date: _____ End Date _____

OJT Employee Name	Placement Benchmark	Retention Benchmark	Training Benchmark			
			Hours	Wage Rate	Reimburse Rate	Total
A.						0
B.						0
C.						0
D.						0
E.						0
F.						0
G.						0
H.						0
I.						0
Total of OJT Benchmark Payments						0

OJT Vendor Authorized Signature

* Must attach payroll records showing hours worked and wages paid for each OJT employee.
** Must attach "SETA Sub Emp/OJT Participant Report" (also referred to as DHA-CW-233-12 Attachment II).

Direct Placement

1. **Eligibility:**

- Program Operators may earn a direct placement credit for working with customers that obtain an unsubsidized job without an OJT/SE.

2. **Enrollment Codes:**

- Grant Code:
201 WIA Adult
- Activity Code:
96 Direct Placement

3. **Enrollment Procedures:**

- The Program Operator will complete and electronically submit the OJT/SE Customer Tracking/Placement Form (Attachment D) indicating “Direct Placement” and the OJT/SE Contact Modification Request (Attachment F) to the SETA Program Monitor.



March 13, 2013

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Main Office
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Head Start
(916) 263-3804

Website: <http://www.seta.net>

TO: Program Managers, SETA-funded WIA Service Providers,
Site Supervisors, Sacramento Works Career Centers
(SWCCs)

FROM: Kathy Kossick, Executive Director

RE: Referral and Request for Services and Accommodations for
Persons with Disabilities - **WIA Directive #IS18-09. Rev 1**

The purpose of this directive is to provide guidelines (along with Directive IS5-08, Nondiscrimination and Equal Opportunity Procedures) in avoiding discrimination and in assuring reasonable accommodations to all customers.

It is the policy of the Sacramento Employment and Training Agency (SETA) to comply with all federal and state regulations that prohibit discrimination on the basis of disability, including Sections 503 and 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act (ADA) of 1990, and Section 188 of the Workforce Investment Act of 1998, which ensures that **each qualified person shall receive the reasonable accommodations needed to ensure equal access to employment, educational opportunities, programs, and activities in the most integrated setting.**

The Rehabilitation Act and the ADA require that no qualified person shall, solely by reason of disability, be denied access to, participation in, or the benefits of, any program or activity operated by SETA. The law extends accessibility provisions to the private sector in order to help guarantee persons with disabilities employment and the right to enter the economic, social and cultural mainstreams.

With work incentive programs such as the Ticket-to-Work (TTW) Program, more customers with disabilities are being directed to Sacramento Works Career Centers (SWCCs) for services. These efforts are coordinated with the assistance of the SETA Disability Program Navigators (DPN).

The role of the SETA DPN is to guide One-Stop staff in helping people with disabilities access and navigate the provisions of various work incentive programs, develop linkages, collaborate with employers and service providers to achieve expand the capacity to serve customers with disabilities. DPNs also serve as information resources on programs that impact the ability of persons with disabilities to gain and retain employment.



DISCLOSURE

The Department of Labor's equal opportunity regulations (29 CFR Part 37.37(b) (2)) require the collection and retention of demographic information about individuals participating in programs or activities funded by DOL, such as race and ethnicity, age, gender and disability status.

Services cannot be denied to customers who decline to indicate disability status. Requesting this information, which is to be collected upon registration, is not in conflict with Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, as long as there is no evidence of denial of services as a result of providing the information, or of a customer declining to identify a disability.

The attached flyer informs customers that disclosing information about their disability is their choice. The flyer must be displayed in a prominent location, posted at a height that can be read easily by all customers, including those who are wheel-chair bound, and made visible to customers upon entrance prior to completing the SacWorks Application. It is also required that the flyer be read to customers who are visually impaired, if deemed necessary.

ACCOMMODATION

The ADA assures people with disabilities have the same opportunities for meaningful participation in society as everyone else. Under the ADA, an individual with a disability is entitled to request accommodation and assistance in order to understand, use and benefit from the services offered at the SWCCs. These accommodations may include:

- Alternatives to waiting in reception lines;
- Additional time and guidance in completing tasks;
- A private meeting space to meet with staff and/or complete tasks;
- Resources in different languages;
- Sign language, TTY, interpreter services;
- Assistance using and understanding information; and,
- Adaptive workstations equipped with computers and phones containing assistive technology, magnification screens, adaptive keyboards, amplifiers, etc.

It is encouraged that customers in need of special considerations and/or accommodations inform SWCC staff as soon as possible to fully participate and benefit from services offered. Some services, such as Sign Language interpreting services, are offered on a fee-for service basis and must be coordinated by a SETA DPN. To access Sign Language interpreting services, please contact a SETA DPN at the numbers listed below who will assist in facilitating the process.

For additional assistance, materials or guidance regarding disability services, call SETA DPNs at (916) 263-5400 or (916) 263-6647.

Q: Do you have a disability?

A: **Yes**



Q: But do I have to tell the Career Center staff about it?

A: **No**

When you visit the Career Center you will be asked to complete a registration form. Your answers to the questions on this form will help us to help you. Whether or not to disclose you are a person with a disability is ***your personal choice.***

The Department of Labor and Social Security Administration offers various work incentives to people with disabilities to help them go to work and become self-sufficient. Under the Americans with Disabilities Act (ADA), One Stop Career Centers may ask if you have a disability to help determine if you are eligible for any of these programs, and to ensure you can fully participate and benefit from the services offered at the Career Center. This should not be confused with the employment provisions of the [ADA under Title I](#), which prohibit employers or potential employers from asking about the presence of a disability prior to making a conditional offer of employment. There are advantages and disadvantages to disclosing your disability. You have to decide what is best for you.

If you have a disability and need any accommodations or assistance in order to fully participate and benefit from services offered at the Career Center, please inform staff a minimum of one week in advance.

If you have any questions, please call a Disability Program Navigator:
Jennifer (916) 263-5400 or Lorraine (916) 263-6647





Sacramento
Employment and
Training
Agency

March 19, 2013

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Sacramento, CA 95815

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(916) 263-3800

Head Start
(916) 263-3804

Website: <http://www.seta.net>

TO: Sacramento Works Career Center and Partner Staff
FROM: Kathy Kossick, SETA Executive Director
RE: Ticket to Work Orientation & Enrollment Process -
WIA Directive #IS24-10. Rev 1

The purpose of this directive is to provide information and guidelines for referring to and enrolling customers in SETA's Ticket-to-Work (TTW) program. As an approved Employment Network (EN) of the Social Security Administration's (SSA) TTW work incentive program, SETA's TTW program is fully integrated into the SWCC system, providing SSI and SSDI beneficiaries access to the same services as all job seekers. **The following reflects the process to be followed for ticket holders seeking information about SETA's TTW program:**

- Refer a potential TTW customer to one of the Disability Program Navigators (DPN) listed on the next page for information on the TTW program.
- The DPN will conduct a brief intake interview by telephone to determine if TTW services meets the customer's needs, will answer questions, and will explain the TTW enrollment process.
- The DPN will schedule the customer for a group orientation (see attached flyer) and email/mail the customer a packet containing the following:
 - SacWorks Information (SacWorks registration not required to attend an orientation)
 - Grievance Procedure
 - Code of Conduct
 - Release of Confidential Information
 - List of Acceptable Methods for Verifying Required Data Elements
- The TTW orientation will include an overview of the TTW program, explain the benefits of enrolling, describe SWCC services, as well as provide information on Work Incentive and Benefits Planning Assistance (WIPA) services. If a ticket holder expresses an interest in meeting with a SSI/SSDI benefits specialist, contact a DPN for information on how to access WIPA vendor services.

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

Participation in SETA's TTW program requires co-enrollment/registration in WIA. The following process is to be followed **for individuals assigning their ticket to SETA and enrolling in the TTW program**:

- Schedule an appointment with a DPN to begin the enrollment process.
- The DPN will verify applicant's Right to Work, Selective Service (if applicable), and Birth Date.
- If not currently registered in SacWorks, the DPN will enter the customer into the system.
- The DPN will complete a TTW Individual Work Plan (IWP) required by SSA, and will provide the customer a copy.
- The DPN will submit the completed IWP to SSA, which officially assigns the customer's ticket to SETA, and will scan a copy and save in the customer's Vault.
- The DPN will refer the enrolled TTW customer to a job coach at a SWCC nearest the customer's residence to receive employment and training services. In the event the DPN is located at the Center nearest a TTW customer, the DPN will become the assigned coach for that customer.

Customers enrolled in SETA's TTW program will receive guidance from the both the DPN, as well as the assigned job coach. Ongoing coordination and communication between SWCC job coaches and DPNs is expected. SWCC job coaches must integrate TTW customers into the normal SWCC customer flow process.

Questions on this process should be directed to one of the following DPNs:

- Jennifer Fischer (916) 263-5400, JEFische@delpaso.seta.net
- Lorraine Canaday (916) 263-5124, LCanada@delpaso.seta.net

Ticket to Work

EVERY 4TH TUESDAY OF THE MONTH

TIME: 10:00 AM

IF YOU HAVE A DISABILITY, RECEIVE SOCIAL SECURITY BENEFITS (SSI/SSDI) AND ARE BETWEEN THE AGES OF 18 AND 64, THEN YOU HAVE A TICKET TO WORK! The goal of this voluntary program is to increase opportunities and choices for Social Security beneficiaries in obtaining employment services and supports from organizations called Employment Networks (EN) or vocational rehabilitation (VR). Sacramento Works will be hosting monthly orientations at the Franklin Career Center, for customers who would like to learn more about the benefits of enrolling in the Ticket to Work Program. Please call to register and plan to bring your CA Driver's License or ID and Social Security Card to the orientation. If you need accommodations, please let staff know a minimum of 5 working days in advance.

Location:
Sacramento Works Career Center
7000 Franklin Blvd., Suite 540
Sacramento, CA 95823

Social Security Administration	
Ticket to Work and Self-Sufficiency	
Ticket Number: 123-45-678910	
Claim Account Number	987-65-4321 W
Issue Date:	

This ticket is issued to you by the Social Security Administration under the Ticket to Work and Self-Sufficiency Program. If you want help in returning to work or complete work for the first time, you may offer this ticket to an Employment Network of your choosing or take it to your State vocational rehabilitation agency for services. If you choose an Employment Network and it agrees to take your ticket, or if you choose your State agency and you qualify for services, state providers can offer you services to help you go to work. An Employment Network provides the services at no cost to you. The Social Security Administration will pay the Employment Network if you assign your ticket to it, and the Employment Network helps you go to work and complete with other requirements of the Program. An Employment Network serving under the Program has agreed to abide by the rules and regulations of the Program under the terms of its agreement with the Social Security Administration for providing services under the Program. Your State agency can tell you about its rules for getting services.

G. Annis B. Bunker
Commissioner of Social Security

TO REGISTER, PLEASE CONTACT
LPCanada@delpaso.seta.net (916) 263-6647
JEFische@delpaso.seta.net (916) 263-5400

We will send you an orientation packet to complete before the event.

