



# TRANSITIONAL JOB AGREEMENT

<b>Worksite Name:</b>	<b>Address:</b>
<b>Contact Person:</b>	<b>Telephone:</b>
<b>Worksite Dept.:</b>	<b>Worksite Location:</b>
<b>Immediate Supervisor:</b>	<b>Telephone:</b>

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the Monterey County Workforce Development Board and \_\_\_\_\_ EMPLOYER.

The Monterey County Workforce Development Board (hereinafter, WDB) works with participants seeking employment to provide a TRANSITIONAL JOB. Payment shall be made by the WDB to PARTICIPANT in lieu of actual wages paid by EMPLOYER for the TRANSITIONAL JOB. The PARTICIPANT named below may work up to 520 hours, but for no less than 160 hours, based on the PARTICIPANT'S individual needs and the employment objectives outlined in the PARTICIPANT'S Individual Employment Plan (IEP). The maximum length of the transitional activity is 26 weeks. Weekly work hours may range from 20 to 40 hours.

As part of this TRANSITIONAL JOB, the PARTICIPANT will learn (specify) \_\_\_\_\_  
\_\_\_\_\_.

PARTICIPANT Name: _____	
PARTICIPANT Signature: _____	
Job/Position Title: _____	
Brief Job Description: _____	
Start Date: _____	End Date: _____ Rate of Pay: _____
Supervisor: _____	Total Hours of Employment: _____

The following are the provisions of the agreement entered into by the Monterey County Workforce Development Board and EMPLOYER to provide a TRANSITIONAL JOB to the PARTICIPANT named above.

1. EMPLOYER will have the right to accept or reject a PARTICIPANT referred by the WDB and may, at any time, request that a specific PARTICIPANT no longer be assigned to it. If this occurs, EMPLOYER will provide the WDB with the reason(s) for requesting such actions.
2. The WDB will provide all payment due to PARTICIPANT, inclusive of wages, taxes, and worker compensation payments. EMPLOYER is responsible to ensure that PARTICIPANT is provided with on-the-job supervision and the direction necessary to assure effective job performance. At all times, the PARTICIPANT will be under the exclusive direction and control of EMPLOYER.
3. The WDB will pay PARTICIPANT for all work performed for EMPLOYER within the following guidelines:
  - a.) The WDB will pay PARTICIPANT for hours worked, up to the specified number of hours per day/week, pursuant to the hours per day and hours per week as shown on the table below:

	MON	TUES	WED	THURS	FRI	SAT	SUN	
<b>START TIME</b>								<b>Total # of hours per week</b> _____
<b>END TIME</b>								

- b.) In the event that EMPLOYER needs PARTICIPANT to work hours in excess of the specified number of hours, EMPLOYER will be responsible for hiring and paying PARTICIPANT for these excess hours, including the payment of any applicable overtime.
  - c.) EMPLOYER understands that PARTICIPANT will not receive any fringe benefits other than Worker's Compensation, which will be provided by the WDB.
  - d.) EMPLOYER shall keep a daily account of hours worked by PARTICIPANT and shall forward this account to the WDB following the last day of each reimbursement period. This accounting will report the total number of hours worked by PARTICIPANT during the pay period, with the daily breakdown certified by both PARTICIPANT and EMPLOYER.
4. EMPLOYER shall provide and explain written work rules to PARTICIPANT. These rules will contain, at a minimum, the expectations for time and attendance, unexcused absence policies, and all safety policies.
  5. WDB representatives may, as required or requested by EMPLOYER, counsel PARTICIPANT regarding employment or other matters related to this WORK EXPERIENCE. It is understood that the WDB will work with EMPLOYER to schedule any counseling to ensure minimal disruption of the work environment and schedule.
  6. The WDB reserves the right to terminate the agreement immediately upon notification that funds are not available to pay PARTICIPANT. Should changes occur in any or all of the following areas, representatives of both the WDB and EMPLOYER would sign an amendment to this agreement: (1) the description of the work to be performed by PARTICIPANT under this agreement, (2) the total hours for which PARTICIPANT is to be employed, (3) the hourly rate of pay, and/or (4) the number of hours per week PARTICIPANT may work.
  7. EMPLOYER assures that PARTICIPANT will not be involved in either partisan or nonpartisan political activities.
  8. EMPLOYER will ensure that there is physical access to the activity for persons with functional impairments. To facilitate services to meet the needs of the disabled population, training materials and/or program design will be adapted to the extent possible.
    - a.) As a condition to the award of financial assistance from the Department of Labor, EMPLOYER assures, with respect to operation of this WIOA-funded program or activity, and all agreements or arrangements to carry out the WIOA-funded activity, that it will comply fully with appropriate nondiscrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act (WIOA); title VI of the Civil Rights Act of 1964; as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws. The United States has the right to seek judicial enforcement of this assurance.
    - b.) EMPLOYER assures that it will comply with the requirement that no program shall involve political activities and/or lobbying.

- c.) EMPLOYER will establish safeguards to prohibit PARTICIPANT from using his/her position for private gain for themselves or others, particularly those with whom there are family, business, or other ties.
  - d.) EMPLOYER will assure that no PARTICIPANT in the program will be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship.
  - e.) EMPLOYER will assure that appropriate standards for health and safety in work and training will be maintained for each PARTICIPANT. No participant will be required or permitted to work or train under conditions which are unsanitary, hazardous or dangerous to the participant's health or safety. Participants being trained in inherently dangerous occupations shall work in accordance with reasonable safety practices.
  - f.) EMPLOYER will assure that the placing of PARTICIPANT at EMPLOYER'S worksite will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds or other funds in connection with work that would otherwise be performed.
  - g.) EMPLOYER will assure that PARTICIPANT will be treated at the worksite in a manner consistent with the treatment afforded other PARTICIPANTS working in the same position and under similar conditions.
  - h.) EMPLOYER will assure that no PARTICIPANT at EMPLOYER'S worksite is involved in work duties which involve the operation of any motor vehicle. If EMPLOYER requires PARTICIPANT to operate such a vehicle, EMPLOYER assumes all liability for any accident or damage to property or person.
9. EMPLOYER releases and shall indemnify and hold harmless the WDB and PARTICIPANT from any and all actions, costs, damages, claims, and liabilities arising out of damage or injury to persons or property sustained in connection with the placement of PARTICIPANT at EMPLOYER'S worksite.
10. EMPLOYER shall complete and sign a Participant Skills Gain Evaluation for PARTICIPANT for each month that PARTICIPANT reports to EMPLOYER. Once EMPLOYER has completed the Participant Skills Gain Evaluation, EMPLOYER agrees to provide copies of these evaluations to PARTICIPANT and the WDB.

**The foregoing Agreement is mutually agreed upon by:**

\_\_\_\_\_  
Name of Authorized WDB Representative

\_\_\_\_\_  
Name & Title of Authorized Employer Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Phone

## Participant Training Plan

**PARTICIPANT** shall work a regular schedule as determined by supervisor, PARTICIPANT, and WDB Service Provider staff. This schedule may be adjusted to accommodate worksite needs.

PARTICIPANT shall receive approximately \_\_\_\_\_ **total training hours** beginning on \_\_\_\_\_ **M D Y** and completing on \_\_\_\_\_ **M D Y**.

**PARTICIPANT is to receive** \_\_\_\_\_ **training\* (ONET Code xx-xxxx.xx).**

\*The skills shall be measurable and documented in accordance with the five types of Measurable Skill Gains as defined in the 20 CFR se. 677.155 (a) (1)(v) and TGL 10-16.

<b>Participant Training Plan Objectives</b> (Participant will be trained in the following skills/tasks):	Pre-training skill level**	# of Training Hours
1.	0	
2.	0	
3.	0	
4.	0	
5.	0	
6.	0	
<b>Total Training Hours</b>		

\*\*0-no experience; 1-very little experience; 2-limited experience; 3-some experience; 4-experienced; 5-very experienced.

\_\_\_\_\_  
Service Provider Staff Signature & Date

\_\_\_\_\_  
Trainee Signature & Date

\_\_\_\_\_  
Employer Signature & Date

**First On-Site Evaluation on or about Date:** Click here *to* enter text.

## Measurable Skills Gains

### Participant Skills Gain Evaluation

This form must be completed as an evaluation of what the Participant learned during this time period. Information for the "Skills Learned" column can be taken directly from the Participant Training Plan. The skills must be measurable, and participant progress must be documented by a "satisfactory or better progress report, towards established milestones, such as completion of OJT or completion of 1 year of an apprenticeship program or similar milestones, from an employer or training provider who is providing training" (Title 20 CFR se. 677.155 (a) (1)(v)(D)).

SKILLS LEARNED:	COMPLETED MSG, Y/N	TYPE OF MSG, 1, 2, 3, 4, 5	# of training hours completed during this period	CURRENT CAPABILITY
1.				<input type="checkbox"/> Beginning <input type="checkbox"/> Intermediate <input type="checkbox"/> Advanced <b>Date measured:</b> _____
2.				<input type="checkbox"/> Beginning <input type="checkbox"/> Intermediate <input type="checkbox"/> Advanced <b>Date measured:</b> _____
3.				<input type="checkbox"/> Beginning <input type="checkbox"/> Intermediate <input type="checkbox"/> Advanced <b>Date measured:</b> _____
4.				<input type="checkbox"/> Beginning <input type="checkbox"/> Intermediate <input type="checkbox"/> Advanced <b>Date measured:</b> _____
5.				<input type="checkbox"/> Beginning <input type="checkbox"/> Intermediate <input type="checkbox"/> Advanced <b>Date measured:</b> _____

**All parties agree that the information provided in the Participant Skills Gain Evaluation is accurate.**

**Authorized Signatures:**

PARTICIPANT SIGNATURE	EMPLOYER SIGNATURE
DATE:	DATE:
PARTICIPANT SIGNATURE:	EMPLOYER SIGNATURE:
TYPE/PRINT NAME:	TYPE/PRINT NAME:
	TITLE: