

<u>MESA COUNTY WORKFORCE DEVELOPMENT BOARD</u>	
Policy and Procedure	
Title: Work Experience and Youth Incentive Program: Career Development Program (WIOA)	State Policy Guidance Letter: WIOA/WIA 2010-01 Effective Date: 07/01/2016 Revision Date: N/A
Authorized Signature(s):	

I. REFERENCE(S):

- Policy Guidance Letter (PGL) [WIOA-2010-01, \(prior #10-03-WIA\) WIOA/WIA Work Experience Opportunities and Youth Incentives.](#)

II. PURPOSE:

To provide direction for the successful implementation of work experience and summer youth employment opportunities in the Mesa County Local Area; to provide information regarding the payments of incentives to youth; and to identify Mesa County Workforce Development Board and The Career Development Program (WIOA Title I contractor) local policy for these Workforce Innovation and Opportunity Act (WIOA) activities.

III. BACKGROUND:

WIOA requires summer youth employment opportunities to be available to eligible youth and encourages the use of work experiences for youth, adults, and dislocated workers when appropriate to their individual services strategies or individual employment plan. This local policy has been developed to ensure that work experiences and summer youth employment opportunities are operated within the legal requirements of WIOA and related employment laws and regulations. For the purposes of the local policy, the term work experience will be utilized as the generic term for both regular work experiences and the work component of summer youth employment opportunities. Copies of local Work Experience; Proposal/ Agreement, Worksite Guide, Payroll Record Set Up, and Work Experience Timesheet are included in attachments.

IV. POLICY/ACTION:

A. REQUIRED POLICY ACTION:

It is the policy of Mesa County Workforce Development Board and WIOA Title I Contractor; Hilltop Career Development Program, to follow established WIOA Work Experience and Youth Incentive guidance operating procedures, as provided in Colorado Department of Labor and Employment (CDLE) Policy Guidance Letter (PGL) [WIOA/WIA 2010-01, WIOA/WIA Work Experience Opportunities and Youth-Incentives](#) encompassing the following topics:

- Identifies the different characteristics of year-round vs. summer employment for youth work experiences, including how academic links are delivered during summer employment programs
- Addressing the distinctions made for adult/dislocated worker program and older youth work experiences, as appropriate

- Consistently applying a methodology on how wages will be determined and when they will be offered in conjunction with work experiences
- Creates a timesheet format for wages that includes all data elements identified within the attached timecard template
- Identifies appropriate documentation for stipend payments, if applicable
- Addresses appropriate payroll methodology for internal payroll staff or external payroll vendors
- Identifies the costs associated with processing the work experience payroll as “administrative” costs
- Assures adherence to current workplace safety guidelines, FLSA and other relevant federal/state laws
- Identifies a work experience agreement/contract format between the region, the worksite and the customer (See
- Determines the use and duration of work experiences
- Identifies worksite pre-evaluation factors and a worksite pre- evaluation process
- Discusses the worksite pre-assessment process and the monitoring of active work experience sites
- Establishes a monitoring process and steps for addressing patterns of work-site non-performance, up to and including terminating use of the worksite
- Mesa County has created policies that cover youth incentives, but these may be separate from the work experience policy, as appropriate.

B. DEFINITIONS

1. WORK EXPERIENCE-

A work experience is a planned, structured learning experience that takes place in a workplace for a limited period of time. The intention of a work experience is to enable participants to explore career options and gain exposure to the working world and its requirements, and not to benefit the employer, although the employer may, to a limited extent, benefit from the activities performed by the participant. Individuals placed in work experiences are generally considered trainees, and should not take on roles in which the employer depends on the trainee’s productivity to maintain or advance the profit margin or performance of the company or agency.

Although the majority of work experience activities occur with youth participants, adults and dislocated worker participants may also take advantage of these services. Work experience opportunities are offered to participants when a comprehensive assessment and individual service strategy (ISS or IEP) identifies that the participant would benefit from this activity. They can also help to determine other specific needs, including the need for additional training. Public sector employers, private non-profit and for-profit employers are all considered acceptable for work experience placements.

2. WAGES FOR WORK EXPERIENCES-

WIOA enrolled customers will be placed on regular payrolls for paid work experiences through WIOA Title I Contractor; Hilltop Career Development Program. Work Experience participants will be compensated according to minimum wage standards, and/or prevailing

wage of employees with similar training, experience and skills for a similar occupation, as set by the employer. Since work experiences are intended as trainee positions, wages should not typically exceed those for entry level employees.

NOTE: With many work experience placements, an individual's skill sets may not meet the standard occupational classification qualifications for the position. Therefore, this distinction may allow the wages to be set below the prevailing wage standards, and what might be acceptable for a placement of an individual that meets the classification requirements.

Youth Specific Information:

3. Program Expenditures for Youth Work Experience
Under the WIOA, not less than 20 percent of local youth funds must be used to provide youth with paid and unpaid work experiences (Section 129(c)(2)) that have academic and occupational education as a component of the work experience, which may include the following types of work experiences:
 - a) Summer employment opportunities and other employment opportunities available throughout the school year;
 - b) Pre-apprenticeship programs—a program or set of strategies designed to prepare individuals to enter and succeed in a registered apprenticeship program and has a documented partnership with at least one, if not more, registered apprenticeship program;
 - c) Internships and job shadowing;
 - d) OJT opportunities, as defined in WIOA §3(44).
4. The required academic and occupational education (e.g., workforce preparation activities, basic academic skills, and hands-on occupational skills training) must be taught within the same timeframe and connected to training in a specific occupation, occupational cluster, or career pathway [WIOA Section 129 (c)(2)(E) and Title 20 CFR NPRM 681.640].
5. Youth formula funds may be used to pay wages and related benefits for work experience in the public, private, for-profit or non-profit sectors when the participant's objective assessment and individual service strategy indicate that a work experience is appropriate.
6. A work experience is designed to provide youth with opportunities for career exploration and skill development and not to solely benefit the employer.
7. A work experience is not designed to replace an existing employee or position.
8. Summer youth employment opportunities are provided to link academic and occupational learning when funding for such opportunities are awarded. Mesa County Workforce Board has indicated that soft-skill development, and attainment of the National Career Readiness Certificate are both tools that may be used to demonstrate that link. In addition, other elements and strategies may be offered to serve the needs and goals of the participant, such as:
 - a) Instruction in employability skills or generic workplace skills
 - b) Exposure to various aspects of an industry;
 - c) Progressively more complex tasks;
 - d) Internships and job shadowing;
 - e) The integration of basic academic skills into work activities;
 - f) Supported work, work adjustment, and other transition activities;

- g) Entrepreneurship;
- h) Service learning;
- i) Paid and unpaid community service; and
- j) Other elements designed to achieve the goals of work experiences

4. STIPENDS FOR WORK EXPERIENCES-

Mesa County does not utilize stipends at this time, and if the need arises in the future this will be investigated by the Mesa County Workforce Development Board.

4. INCENTIVES FOR YOUTH PARTICIPANTS

Incentive payments are considered supportive services and set up as rewards for the completion of a specific activity, including work experiences. Career Development Staff are to store an "IN" activity code in Connecting Colorado service screen for tracking. Incentives may only be paid to WIOA youth customers, not adults or dislocated workers. According to IRS publications, incentives are considered miscellaneous compensation and are **taxable**.

NOTE: Career Development Program staff must ensure Incentive payments are tied to goals in each Youth's Individual Service Strategy. Mesa County's local policy for reasonable amount limits of incentive payments shall not exceed \$400.00 for any one incentive. The use of the term "bonus" should not be used when discussing Incentive payments with participants. Mesa County Local Area process for awarding incentives insures equitability and avoids arbitrary or discriminatory practices.

- A. Obtainment of high school diploma, GED or post-secondary certificate. Acceptable forms of documentation include copies of transcripts, certificates or verification from training provider.
 - i. \$200.00 for earning a High School Diploma
 - ii. \$100.00 for each successfully passed GED subject.
 - iii. \$50.00 for completion of training certificates. Example; CNA.
- B. Increasing literacy or Numeracy proficiency by at least one Educational Functioning Level (as defined by TEGL 17-05, change 2). This incentive can be awarded one time per year, up until the participant reaches the 9th grade level or above in reading and mathematics. The only acceptable documentation is a copy of the test results.
 - i. \$50.00 for Increasing L/N by one Educational Functioning Level.
- C. Maintaining weekly attendance at a District 51 High School. Hourly attendance reports for GED classroom. Documentation will include attendance reports from schools and GED classroom.
 - i. \$50.00 for 90% attendance for a given week.
 - ii. \$5.00/hr for positive/on task attendance at GED classroom
- D. Work readiness and Vocational education attainment through internships and On-The-Job Trainings with completed evaluations forms from employers.
 - i. \$50.00 for positive scores on the Work readiness/Vocational education evaluations half way through training and completion on training.
- E. Obtainment of employment can be verified by receiving a letter, fax, information from the work line from the customer's employer indicating the start date. Other forms of acceptable information include a documented conversation by the case manager to be included in the confidential notes or current paystub.
 - i. \$50.00 for verified obtainment of employment after successful completion of education or training.
- F. Retention of employment is another way that a customer can earn an incentive. A CUBS wage inquiry must be completed to verify retention of employment. A documented conversation with the customer's employer verifying continued

employment is also an acceptable form of proof. Available as a 1 time payment within 6 months of termination.

- i. \$50.00 for verified retention of employment after successful completion of education or training.

Incentives will be defined on the WIOA cost per Participant Cap list described in the Support Services local policy for Mesa County. Incentive may only be awarded from the attainment of goals established on the participants Individual Employment Plans.

C. UNEMPLOYMENT INSURANCE (UI) BENEFITS AND WORK EXPERIENCE OPPORTUNITIES

An individual receiving work relief or work training, such as a WIOA work experience, is not considered “employed” for the purposes of qualifying for Unemployment Insurance Benefits, even though they might be on a regular payroll, receiving wages, and are considered employed under FLSA. Therefore, a participant completing a work experience and then filing for UI will not qualify for UI on the basis of the work experience.

Work Experience wages are counted as earnings when a participant is currently on a UI claim. This income does have the potential to affect the amount and duration of the UI claim, in the same manner as regular wages.

D. WORKPLACE GUIDELINES

1. FAIR LABOR STANDARDS ACT (FLSA)

The provisions of the FLSA apply to all adult and youth participants engaged in a paid work experience under WIOA, as do Federal/State hourly minimum wage laws. Under certain circumstances, FLSA regulations may apply only to the workplace portion, and not to the classroom portion, of the summer youth employment opportunity. Questions regarding whether an individual is an employee or whether an employee’s time spent in training is compensable can be answered by the USDOL Wage and Hour Division at 1.866.4.USWAGE, or at www.dol.gov/esa/WHD. Section D.6 (below) provides additional information and resources.

Unpaid work experiences and internship are offered only in limited cases based on a particular service strategy of a participant’s individual employment plan, and when combined with other services. Some examples of unpaid internships might include:

- A customer has been unsuccessful in a previous work experience, and is offered another work experience opportunity to demonstrate their commitment to succeed
- A customer may find value in an unpaid work experience even if funding for wages are unavailable at the time
- A practicum/internship is required for a participant to complete a training program. This often occurs in the healthcare industry where the trainee is required to complete (or become more employable with) a specified number of hours of experience before a hiring consideration can occur

2. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

WIOA Section 188 prohibits discrimination on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief. Career Development staff will ensure that an organization who accepts a work experience participant are aware of these obligations imposed by WIOA Law, and will ensure that agency services are provided to all individuals that are eligible, and not discriminate based on circumstances that might limit the population served. For example, a faith-based organization that operates an emergency food distribution center must serve all individuals that are eligible to receive those services and not discriminate based on a religious preference.

3. WORKERS' COMPENSATION:

Career Development Program ensures, through payroll services contractors, that all work experience participants under WIOA programs are covered by Workers' Compensation. Work Experience agreement/ contract specifies that workers compensation coverage will be provided by WIOA Title I contract provider; Hilltop Community Resources.

4. DISPLACEMENT OF EMPLOYEES:

Adult, Dislocated Worker and Youth participants engaged in a paid work experience through WIOA services should not unfavorably impact current employees from employment opportunities. Career Development Program staff will carefully consider the Work Experience working environment and impacts of placing a participant in a position where a layoff or displacement may potentially occur (or has already occurred), particularly in seasonal positions. Career Development program shall not place a participant in a paid work experience when:

- a. A regular employee is on layoff from the same or any substantially equivalent job; or 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 a WIOA participant; or the job is created in a promotional line that infringes in any way on the promotional opportunities of currently employed workers
- b. The placement results in a partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits, of any currently employed employee (as of the date of the Work Experience participation)
- c. The placement impairs existing contracts for services or collective bargaining agreements. When a program or activity authorized under title I of WIOA would be inconsistent with a collective bargaining agreement, the appropriate labor organization and employer must provide written concurrence before the program or activity begins

5. SECTARIAN PLACEMENTS

Participants in a paid work experience must not be employed to carry out the construction, operation, or maintenance of any part of a facility that is intended for sectarian instruction or as a place for religious worship. Work experience placements are allowable in faith-based community organizations, as long as the participant does not engage in inherently religious activities, such as religious worship, instruction, or proselytizing.

In addition, work experience participants should only be placed in faith-based organizations that do not discriminate against a person seeking help who is eligible for services. For example, a religious organization that runs an emergency shelter must not serve only persons of that faith and turn away others.

6. RESOURCES RELATED TO WORKPLACE GUIDELINES

The following resources have helpful information on child labor laws, OSHA, CDLE youth programs, and the FLSA:

www.coworkforce.com/sjh

www.dol.gov/esa/regs/compliance/whd/hrg.htm

www.dol.gov/dol/topic/youthlabor

www.dol.gov/esa/WHD

www.opm.gov/flsa

www.youthrules.dol.gov

www.osha.gov/teens

CDLE - Governor's Summer Job Hunt

USDOL- Wage and Hour Division

USDOL - Youth and Labor

USDOL - Wage and Hour Division

OPM - Fair Labor Standards Act

USDOL - Youth Rules

OSHA - Teen Worker Questions

For information regarding whether an individual is an employee, Local Area's may also contact the US Department of Labor Wage and Hour Division at 1-866-4-USWAGE.

E. WORK EXPERIENCE AGREEMENTS OR CONTRACTS

Career Development Program staff will complete a work experience agreement/contract with each worksite that is utilized. It is recommended that a signed copy of the Work Experience Agreement is given to all parties to ensure that the expectations are fully understood. At a minimum, the worksite agreement used in Mesa County will include the following elements:

- Names and contact information of all parties
- The names and titles of all employer staff that are authorized to sign the timecard for the work experience participant(s)
- Responsibilities and expectations of the participant, the worksite employer, and the WFC representative
- The job title, pay, duties and goals for each work experience participant
- Identification of the legal requirements that must be met per D. 1-5 above. In addition it should include worksite safety requirements and provisions related to the avoidance of sexual harassment
- A statement informing the worksite that they may be subject to worksite monitoring by both state and local representatives, as well as regular visitations by case management staff to check on the progress of the work experience participants
- Provision for termination of the agreement for non-performance (See F.3 below) or failure to meet any of the requirements of the agreement/contract
- Other information, relative to the specific work experience activity
- Signatures and dates from site supervisor, participant and WFC representative

F. EVALUATION AND MONITORING OF WORKSITES

1. PRE-EVALUATION OF WORKSITES-

Career Development Program will utilize a Work Experience Proposal; titled Work Experience Agreement and verbal employer interview as pre-evaluation tools to determine the appropriateness of utilizing the employer for work experiences. The Work Experience Proposal includes legal provisions of the worksite contract such as safety, labor law requirements, status of layoffs, etc. In addition, the Work Experience Proposal – Work Experience Agreement and interviews evaluate age appropriateness and level of exposure to work readiness and job skills, type of supervision available, as well as review the previous work experience placements at the same location.

Potential worksite employers should demonstrate a commitment to helping participants receive the experience and training needed to meet their ISS/ IEP goals. As part of participation, Work Experience employers should be willing to work closely with program staff, especially when accepting participants that have barriers to employment. Proper worksite supervision is one of the factors reviewed prior to placement of the participant in the work experience activity

2. WORKSITE MONITORING-

Career Development Program staff will actively monitor the worksite and activities described in the work experience agreement/contract to ensure that the legal and performance requirements, as mentioned previously in this policy, as well as the work experience goals, are being met by all parties.

Local monitoring procedures include a detailed monitoring guide and information on how the Mesa County will monitor to the provisions of the work experience agreements with the employer, participant, and the workforce center representative. In addition, Mesa County will ensure that the work place has policies on workplace safety and follows those guidelines. Procedures should also be in place to validate skill and competency attainments.

3. NON-PERFORMANCE OF A WORKSITE-

Non-performance of a worksite, or “pattern of failure”, may include an employer who does not submit reimbursement/performance evaluation documents in a timely manner to program case managers several times, violates any Federal and/or State employment laws, knowingly claims incorrect hours on time sheets to gain profit from the WIOA program, and does not permit program case managers to inspect worksite conditions if claims are made by program participants that the worksite is unsafe. Non-performance, or pattern of failure, may include instances when participating employers utilize paid work experiences in place of actual employment.

Any of these circumstances will be addressed in person with the employer. An opportunity will be given to the employer to correct the “pattern of failure”. If no correction is made, then a written notice from the Career Development Program (WIOA) to the employer regarding the immediate termination of the work experience agreement will be sent. Depending on the severity of the above mentioned “pattern of failure”, an immediate termination of a work experience agreement may occur at any time.

G. RECORDING WORK EXPERIENCE ACTIVITIES AND PAYMENTS, AND INCENTIVES, IN CONNECTING COLORADO

Work Experiences are considered Individualized Career services and a Youth Program Element by USDOL. Mesa County and the Career Development program will refer to the appropriate help screen document in Connecting Colorado to ensure that proper coding of additional services is accurate. Activity Codes for work experiences are:

SE: youth summer employment, including work experience activities

WE: paid work experience

WU: unpaid work experience

The amount spent can be recorded in the “cost” field listed under the WE activity codes in Connecting Colorado.

Incentives are recorded by using the **IN** activity code. In addition, anticipated incentives need to be addressed in the ISS and/or case notes.

V. IMPLEMENTATION DATE: Effective Immediately.

ATTACHMENTS:

1. Work Experience - Proposal
2. Work Experience - Worksite Guide

3. Work Experience - Payroll Record Set Up

4. Work Experience - Timesheet

WORK EXPERIENCE PROPOSAL/ AGREEMENT

Worksite Employer: _____ Phone: _____

Worksite Address: _____

Email Address: _____

Type of Business: _____

Contact Person: _____ Supervisor of Intern: _____

Work Experience Wage: _____ Work Experience Job: _____

Job Description /Duties Assigned to Intern:

1. _____

2. _____

3. _____

4. _____

Minimum Qualifications needed for Intern candidate: _____

Physical Requirements of position: _____

Hours per Week _____ Duration of assignment: Up to _____ (depending on availability of funding)

Attestation of Worksite Supervisor:

- a. No individuals are on layoff from the same or any substantially equivalent job within the company or organization, and
- b. No existing regular employees were terminated to create the vacancy that will be filled by the program participant (§407(f) of the Deficit Reduction Act; §181 of the Workforce Innovation & Opportunity Act; 20 CFR 667.270)
- c. The Worksite will comply with all applicable state and federal labor laws.

I understand that monitoring or evaluation of the worksite by both the state and local representatives may occur.

I understand that while an individual is placed on a work experience they cannot be engaged in any political activities, support any religious group, or promote or oppose unionization.

I understand failure to comply with terms of this agreement will result in termination of this agreement.

Signature of Site Supervisor _____ Date _____

Signature of Intern _____ Date _____

Signature of WFC Representative _____ Date _____

WFC Phone: 970-248-0866

WFC FAX#: 970-257-2219



Workforce Innovation & Opportunity Act
WIOA
Mesa County in Partnership with Hilltop



WORK EXPERIENCE WORKSITE GUIDE

The following individual has been identified to participate in a Work Experience activity through the Mesa County Workforce Center's WIOA program.

Participant's Name

MSK

This document is intended to explain the Work Experience activity and clarify expectations of the Worksite Supervisor and Participant, should he or she be placed in the activity at the identified Worksite.

Name of Worksite

Work Experience:

The Work Experience activity is a service provided for WIOA Adults, Dislocated Workers, and Youth program participants that:

- I. Is a planned, structured learning experience;
II. Takes place in a workplace;
III. Is set for a limited period of time;
IV. Is paid only for actual hours worked up to 29 hours per week...
V. Is designed to promote the development of good work habits and basic work skills
VI. May be in the private for profit sector, non-profit sector, or the public sector;
VII. May be paid or unpaid; and,
VIII. Is covered under workers compensation by the employer of record.
IX. Is not eligible nor qualifies for Unemployment Insurance Compensation benefits upon completed.

This Work Experience activity will begin on... (WE - Start Date) and is estimated to complete on... (Estimated Completion Date). The participant may not begin the work (experience) until the Employer of Record has presented and gone over this Guide and its contents with the worksite supervisor and the participant.

(mark one)

[] This Work Experience activity is a paid activity at the rate of \$... Per hour to be paid by the Employer of record. The rate of pay shall be the current minimum wage or the prevailing wage for the occupation, whichever is appropriate.

[] This Work Experience activity is an unpaid activity and tangible benefits shall be provided, in lieu of wages proportionate to the level of the participant's contribution to the worksite.

WORKSITE SUPERVISOR shall:

- I. Provide adequate direction and supervision for the participant and ensure sufficient work to occupy the participant during the scheduled working hours;
- II. Notify the employer of record of any changes to the required hours and work necessary to be performed by the participant in order to evade any terminations due to lack of work;
- III. Provide a copy of its policy to the participant covering any specific rules or regulations by which the participant is expected to abide;
- IV. Assure that appropriate standard for health and safety will be maintained, including but not limited to adherence to both federal and state Child Labor Laws and ensure a drug-free workplace;
- V. Not discriminate against any Work Experience participant because of race, color, religion, sex, or national origin.
- VI. Not subcontract the Work Experience position to a third party and that the worksite company will be the sole provider of the training.

EMPLOYER OF RECORD shall:

- I. Ensure that the worksite employer and participant are provided a WIOA worksite orientation prior to the start date of the participant on the worksite;
- II. Be required to ensure that the work experience will be conducted in a safe and sanitary work environment;
- III. Be required to ensure there will be adequate supervision by qualified worksite supervisors;
- IV. Be required to monitor the participant's progress in correlation to the participant's employability development plan and conditions of the Work Experience activity.
- V. Provide counseling to the participant who may be experiencing unsatisfactory performance.

MISCELLANEOUS

The Work Experience participant is covered under worker's compensation by the Employer of Record. In the event of an injury, the Worksite Supervisor shall file injury reports when applicable and immediately advise the employer of record as the Workers' Compensation provider of the incident.

A Job Description shall be provided by the Worksite Supervisor for the participant and attached to this document. The description shall be consistent with the participant's capabilities, career interests and goals or provide the work maturity skills necessary for a youth participant with little or no prior work history.

The Work Experience activity may be terminated if the arrangement is determined to be inappropriate at any time during the activity by the Employer of Record, the Worksite Supervisor or the participant and such determination is in the best interest of the participant.

The worksite supervisor shall the assist employer of record by maintaining and providing the appropriate documentation (signed timesheets) to the employer of record on a timely basis to ensure the participant is paid on a timely basis. Arrangements for collection of documents shall be made between the Worksite Supervisor and the WIOA Case Manager.

In the event of funding restraints, the Work Experience activity may be terminated prior to the estimated date of completion. Should this need to occur, the Employer of record will communicate and work with the Worksite Supervisor and participant to resolve the issue as beneficially for the participant as possible.

The Work Experience position shall not displace any currently employed worksite employee or jeopardize any current worksite employee's employment conditions such as a reduction in hours of non-overtime work, wages or employment benefits. The participant shall not be placed in a work experience activity if (a) any other individual is on layoff from the same or any substantially equivalent job, or (b) when the worksite has terminated the employment of any regular employee, or has otherwise reduced its work force with the intention of filling the vacancy so created by utilizing a work experience participant.

DEFINITIONS

Employer of Record means or WIOA Contractor "Hilltop Community Resources, Inc."

Worksite Supervisor is the person at the worksite established to perform supervisory duties and responsibilities outlined in this document.

Work Experience Participant is the individual who has been determined eligible for and enrolled into the WIOA program and has been determined appropriate to participate in a Work Experience opportunity.

By signing this document, the Worksite Supervisor and participant state that this Guide and its contents have been explained clearly and that any questions or concerns that may have arisen have been addressed by the WIOA Case Manager, representing the Employer of Record.

Worksite Supervisor

Printed Name

Signature

Date

WIOA Participant

Printed Name

Signature

Date

WIOA Case Manager

Printed Name

Signature

Date



RELEASE AND WAIVER OF LIABILITY AGREEMENT

Work Experience Participants

Hilltop Community Resources, Inc. hereinafter referred to as We or Our and You referring to your business or agency.

1. Hilltop Community Resources provide all wages, taxes, withholding, and workers' compensation. Medical benefits and vacation pay are not available to participants. We recruit and assign participants to you to perform the job duties you specify. You agree to notify us if those duties or workplace of participants change.
2. Hilltop Community Resources complies with all Federal, State, and Local employment laws and regulations. You agree to provide our participants with a safe, suitable workplace and equipment, and to comply with all applicable Federal, State, and Local laws including appropriate workplace-specific safety and health training that adequately addresses potential hazards at your worksite. You agree to indemnify and hold Hilltop Community Resources harmless from claims or damages resulting from your non-compliance with applicable laws and regulations. Hilltop Community Resources pays work experience participants promptly, based on information approved by you.
3. We provide insurance to cover Workers' Compensation and General Liability. You agree to maintain liability insurance for any motor vehicle, forklift, or other low speed or utility vehicles operated by a Hilltop Community Resources participant, and agree to waive all rights of recovery against Hilltop Community Resources as the employer for the Hilltop Community Resources participant.
4. All services performed by our participants shall be under your direction, supervision and control, and you shall be responsible for ensuring that the services meet your requirements and agree that we are not responsible for the accuracy or correctness for the resulting work product.
5. If our participants have access to unattended premises or the care, custody, or control of cash, checks, credit card number, ATM bank cards, negotiable, confidential information, trade secrets, or other valuable property, then you agree to indemnify and hold us harmless from any resulting loss or damage.
6. Hilltop Community Resources will provide participants for positions where operating a low speed, utility vehicle and forklift if notified in writing prior to an assignment. We must know in advance, so we can assign participants who are qualified to meet your specifications. During an assignment, if our participants operate a low speed, utility vehicle or forklift you agree to indemnify and hold us harmless for bodily injury, property damage, collision, or public liability claims, regardless of fault. Hilltop Community Resources participant must not operate a motor vehicle or heavy equipment at any point while on the job as part of the job duty.
7. You supervise, direct, and control the work performed by Hilltop Community Resources participant, and assume responsibility for all operational results, including losses or damage to property or data in the care, custody, or control of a Hilltop Community Resources participant. You agree to indemnify and hold us harmless from any claims or damages that may be caused by your negligence or misconduct, and agree on behalf of your insurer(s) to waive all rights of recovery (subrogation) against us.
8. Hilltop Community Resources will, at your written request, conduct a Colorado criminal history check as permitted by state law.

Company/Agency: _____

Signature: _____

Date: _____

Contact Information:
Hollie VanRoosendaal (970) 248-0866 or
Garrett Morrison (970)244-0609

**Mesa County Workforce Center
Work Experience Payroll
Record Set Up**

MSK	Last Name	First Name	MI

Service code _____ LOFF _____ Start Date ____ / ____ / ____ Agent ID _____

Project Code _____ Estimated Completion Date ____ / ____ / ____

Expenditure \$ _____ Contract # _____

Training ONET Code _____ Location Code _____ Non-Trad _____

Hours per week _____ Wage/Hr \$ _____ Total Hours _____

Worksite/Training Facility _____

Address _____

City _____ State _____ Zip Code _____ Phone (____) _____

Job Title: _____

Send the following forms to Payroll prior to the participant beginning work at the worksite to establish a payroll account:

- Work Experience Payroll Record Set up form
 - Completed I-9 Employment Verification form
 - Supporting Documents for the I-9 form
 - Copy of the signed Social Security Card
 - Affirmation of Legal Work Status
 - Completed W-4 form
-



Mesa County Workforce Center Work Experience Time Sheet



CONTRACT#	MSK#	Last Name	First Name

Service (CC)	Cost Category (GP)	Hourly Rate
WE	WE Timesheet	\$

Start Date	Estimated End Date

Participant's Address _____

City _____ State _____ Zip _____ Phone _____

Worksite Name _____ Job Title _____

Worksite Supervisor Name _____ Phone _____

Employment Specialist _____ Employment Specialist Phone _____

WFC Office Use:	Maximum Hrs:	Total Hrs to Date:	Time Sheet #:
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Employer & Participant complete each section below:

Pay Period (enter dates) From: _____ To: _____							
SUN:	MON:	TUE:	WED:	THU:	FRI:	SAT:	TOTAL
SUN:	MON:	TUE:	WED:	THU:	FRI:	SAT:	TOTAL
<i>Round time to nearest quarter of hour (e.g. 5 hrs & 45 min = 5.75)</i>							PAY PERIOD TOTAL:
Please indicate participant's performance rating below (circle)							
Performance Measure	Poor (1)	Fair (2)	Satisfactory (3)	Good (4)	Excellent (5)		
Job Knowledge	1	2	3	4	5		
Work Quality	1	2	3	4	5		
Attendance	1	2	3	4	5		
Dependability	1	2	3	4	5		
Communication/Listening Skills	1	2	3	4	5		
Additional comments worksite supervisor would like to provide:							

All parties certify the number of hours worked are listed correctly; that the services of this participant were performed per the rating above; and that worksite employer has reported any areas of concern to the local WFC Employment Specialist.

Participant Signature: _____ Date: _____

Worksite Supervisor Signature: _____ Date: _____

Return to Employment Specialist: _____