

TO: Standards & Certification Committee

DATE: 10/26/01

FROM: WIB Staff

For Action

For Information

Meeting Notes

For Consent

SUBJECT: Locally Recognized Educational Credentials

PROPOSED MOTION(S): That the Committee recommend to the Board that it adopt the attached policy and that application of this policy be retroactive to May 1, 2000.

DISCUSSION: The Workforce Investment Act of 1998 (Section 136) specifies core indicators of performance for workforce investment activities in adult, dislocated worker, and youth programs. Fifteen core measures apply to the adult, dislocated worker and youth programs, and two measures of customer satisfaction apply across these three funding streams for a total of 17 required measures.

Three of the Core Performance Measures involve “credentials”. These are:

- **Measure 4: Adult Employment and Credential Rate**
- **Measure 8: Dislocated Worker Employment and Credential Rate**
- **Measure 12: Older Youth Credential Rate**

The U. S. Department of Labor - Employment and Training Administration (in Training and Employment Guidance Letter No. 7-99) defines “credential” thus:

Credential - nationally recognized degree or certificate or State/locally recognized credential. Credentials include, but are not limited to, a high school diploma, GED or other recognized equivalents, post-secondary degrees/certificates, recognized skill standards, and licensure or industry-recognized certificates. States should include all State Education Agency recognized credentials. In addition, States should work with local Workforce Investment Boards to encourage certificates to recognize successful completion of the training services listed above that are designed to equip individuals to enter or re-enter employment, retain employment, or advance into better employment.

As opposed to the adult and dislocated worker measures where a credential must be coupled with employment, for older youth, a credential can be coupled with employment, entry into post-secondary education, or entry into advanced training.

In view of the above, the Local Board should have a policy addressing the acceptance of “local” credentials (i.e., credentials which are not “nationally recognized” or recognized by the State or statewide).

OTHER CONSIDERATIONS:

**ATTACHMENT(S): Proposed policy
Standard OJT Contract**

Recognition of Educational and Training Credentials

Background

Section 136 of the Workforce Investment Act of 1998 sets forth performance measures which are intended to gauge the effectiveness of workforce development activities in achieving the legislative objective of the Act. Three of the fifteen core performance measures address the rate at which WIA clients are granted credentials which attest to or certify the attainment of specific educational or occupational skills.

The U. S. Department of Labor (DOL) provides for the acceptance of “a nationally recognized degree or certificate or State/locally recognized credentials” with respect to these performance measures and provides the following definition of “credential”:

Credentials include, but are not limited to, a high school diploma, GED or other recognized equivalents, post-secondary degrees/certificates, recognized skill standards, and licensure or industry-recognized certificates.

The DOL guidance anticipates that not all worthwhile skills training results in credentials which are nationally recognized, granted by state approved or licensed entities or involve professional or governmental licensing and have therefore provided the option of local recognition.

Examples of such training might include (but are not limited to):

- School-based training (including classroom, online, correspondence, etc.)
 - Training programs that do not award credentials
 - Training programs that award credentials but which are not nationally recognized or state recognized, licensed or accredited
 - Training programs conducted by employers
- On-the-Job Training (OJT)

Recognition Policy

With respect to school-based training, each skills training program will be evaluated by the Board based on the number and difficulty of skills required to be attained by students and the method employed to determine actual skill attainment (e.g., oral or written testing, skill demonstration, portfolios, etc.).

With respect to OJT, the participant will be deemed to have been granted a locally recognized credential if he or she completes the training program set forth in the OJT contract and the following conditions are met:

1. Minimum total (net) Occupational Rating System (ORS) training time - TBD
2. Minimum Specific Vocational Preparation (SVP) level - TBD
3. Minimum number of Learning Objectives - TBD
4. Minimum number of Learning Objectives completed with a grade of __ - TBD

**Merced County
Private Industry Training Department**

On-The-Job-Training Agreement

Contract Number: _____ Funding Source: _____

PART I: GENERAL INFORMATION

This Agreement is made and entered into this _____ day of _____, 2001 by and between the **County of Merced Private Industry Training Department**, hereinafter called the **County** and _____ called the **Contractor**.

- a Corporation a Partnership an Individual Employer
 a Public Agency a Non-Profit Agency a Limited Liability Company/Partnership

The parties hereto agree that the Contractor is eligible to employ, train, perform and provide On-the-Job training (OJT) services in accordance with Parts I-V of this Agreement. Training time for this Agreement shall be ____ / ____ / ____ through ____ / ____ / ____.

Contractor certifies that:

- The training proposed in this Agreement is over and above that which is normally provided.
- It is not involved in or affected by a labor dispute.
- OJT employee hired under this Agreement would not have been hired in the absence of this OJT Agreement.

Contractor's Address: _____ City: _____, CA Zip: _____

Contact Person: _____ ; Title: _____ ; Tel: (_____) _____ - _____

Has the contractor had a previous OJT Agreement? Yes No *if yes give:*

Agreement Number: _____ Effective Date: _____

Agreement Number: _____ Effective Date: _____

Federal Taxpayer ID Number: _____

Location where training will take place if different from Contractor's address:

Address: _____ City: _____, CA Zip: _____

Is the OJT occupation subject to a collective bargaining agreement? Yes No

If yes, indicate that there has been concurrence with the appropriate bargaining representative as to the OJT program and the rate of pay agreed upon. Indicate the name of the representative who has concurred:

Name: _____ Title: _____ Phone #:(_____) _____ - _____

Name, Title, Telephone Number and Signature of person (as authorized to sign claims for reimbursement under this agreement) (not required) if this is the same person who signed the agreement).

Name: _____ Title: _____ Phone #:(_____) _____ - _____

Signature: _____

PART II: OJT TRAINING OUTLINE/CERTIFICATE

OJT Trainee: _____ SS #: ____-____-____ Start Date: ____/____/____ End Date: ____/____/____

Trainer's Name: _____ Case Manager: _____ Agreement Number: _____

Phone: (____) ____-____ Phone: (____) ____-____x _____

OJT Job Title: _____ D.O.T. Code: _____ SVP Code: _____

<u>Rating System Key</u>	
Rating: C = Competent	A = Adequate M = Marginal O = Other: _____
Skills To Be Learned/ Learning Objectives	Rating (See Key)
1) <u>Employee will receive orientation to include safety policies/practices, company policy/procedures, and work schedule and assignments.</u>	
2) _____	
3) _____	
4) _____	
5) _____	
6) _____	
7) _____	
8) _____	
9) _____	
10) _____	
11) _____	
12) _____	

Supervisor: Upon completion of "Skills To Be Learned/Learning Objectives", please sign below certifying that the OJT Trainee is proficient in performing the duties of _____. The completed and signed training outline must be returned to the Merced County Private Industry Training Department. Successful completion of 75% of the Learning Objectives at or above adequate will constitute a Certificate of Completion.

X

Signature of Training Supervisor

PART III: PROGRAM REIMBURSEMENT (Hourly Reimbursement Only)

Hourly Starting Wage: \$_____

Hourly Wage at Placement: \$_____

Basic Work Week: _____ Hours

Total Hours of Training: _____ Hours

Reimbursement rate for this Agreement is: _____% .

Note: Trainee pay raises are based on satisfactory performance as determined by the employer. PITD will not pay wages for holidays, vacation, excused or unexcused absences or off sick. Overtime will be paid at straight time. Please mail your invoice expeditiously to receive prompt payment. Invoices over ninety (90) days old will not be processed for payment.

ITEM 1 Hourly Reimbursement Rate of this Agreement	ITEM 2 Total Hours At Hourly Reimbursement Rate In Item 1	ITEM 3 Total Cost of Training (Item 1 x Item 2)	ITEM 4 Total Cost of Tools/Uniforms (Total of Cost Shown Below)	ITEM 5 Total Cost of This Agreement (Items 3 and Item 4)
\$		\$	\$	\$
Total Cost for training: (Add Column 3 for Total)		\$		

TOOL/UNIFORM REQUIREMENTS

(check "a" or "b" below)

- A. Tools/uniforms are not applicable to this Agreement.
- B. A Tool/Uniform Request form will be initiated by the employer in accordance with the Merced County Workforce Investment Board policy.

Request will not exceed: \$_____

Comments: _____

Part IV: PROGRAM REIMBURSEMENT (Salaried Reimbursement Only)

Monthly Salary: Starting: \$_____; At Placement: \$_____

Salary is Paid: Weekly Bi-Weekly Monthly Semi-Monthly

Cost of tools/uniforms: \$_____. Total cost of this Agreement: \$_____

Reimbursement rate for this Agreement is: _____%.

Bookkeeper/Accountant: I have provided a separate copy of this page to the person responsible for accounts receivable. Copy provided: ____ in person, ____ other. Initials of Job Developer: _____

PART V: GENERAL PROVISIONS

1. COMPLIANCE WITH LAWS

The Contractor agrees to comply with all Federal, State and local regulations, rules, laws and policies. Such compliance shall include but not be limited to:

- (1) The Contractor shall comply with the requirements of the Workforce Investment Act of 1998, the Balanced Budget Act of 1997 Welfare-to-Work and CalWORKs (as appropriate) and with the regulations and policies promulgated thereupon, including any and all future revisions thereto;
- (2) The Contractor's buildings and surroundings pose no threat to the health, safety or welfare of employees. Such buildings and surroundings to the best knowledge of the Contractor, also meet the standards set fourth in rules and regulations of the Occupational Safety and Health Administration;
- (3) The Contractor shall not enroll individuals under 18 years of age in any occupation which the U.S. Secretary of Labor has found to be particularly hazardous for persons between 16 and 18 years of age;
- (4) The Contractor shall comply with all of the requirements of Title 21, U.S.C., Chapter 5, Subchapter 6 relating to fair employment practices, to the extent applicable; and,
- (5) The Contractor shall comply with all applicable business, licensing, taxation and insurance requirements.

2. ASSIGNMENTS

The Contractor shall not assign any services or training to be performed under this Agreement.

3. CHANGES/MODIFICATIONS

Changes or Modifications to this Agreement shall be made to deobligate Agreements that have no activity, or when required by changes from the U.S. Department of Labor, the State of California, or the County. Modifications shall be in writing utilizing appropriate County forms.

4. PAYMENTS

The Contractor shall be paid upon the submission of properly prepared invoices submitted at a time specified by the County and for training in accordance with the terms and general provisions of this Agreement.

5. TERMINATION FOR CONVENIENCE

The Contractor agrees that the County may terminate the performance of work under this Agreement in whole or in part whenever it determines that such termination of suspension is in the best interest of the County.

The Contractor agrees that the County reserves the right to suspend or terminate this Agreement in the event its authorized funding is reduced.

6. TERMINATION FOR CAUSE

The Contractor agrees that if through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if the Contractor shall violate any of the covenants, agreements or stipulations of the agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specify them effective date thereof, at least five days before the effective date of such termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of a breach of Agreement by the Contractor, and the County may withhold any payment to the Contractor for the purpose of setoff or until such time as the exact amount of damages due the County from the Contractor is determined.

7. RELEASE

The Contractor agrees upon final payment of amounts due under this Agreement, less any credits, refunds or rebates due the County, to release and Discharge the County from the liabilities, obligations and claims of this Agreement.

8. BENEFITS

The Contractor agrees that the OJT Trainee shall be provided with the same benefits and rights afforded by the contractor to similarly employed individuals.

9. CONFLICT OF INTEREST

The Contractor agrees that no officer, employee or agent of the Contractor who exercises any function or responsibility in connection with this Agreement shall use his/her office or confidential information received through such employment to obtain financial gain.

10. UNION AGREEMENTS

The Contractor agrees that this Agreement shall not impair existing collective bargaining agreements. The Contractor also agrees that the Trainee will not replace any employee of the Contractor who is not employed because of a labor dispute. The Contractor further agrees to notify the County if a labor dispute occurs during the term of this Agreement.

PART V: GENERAL PROVISIONS

11. USE OF FUNDS

The Contractor agrees that no relative (wife, husband, son, daughter, mother, father, brother, sister, aunt, uncle, niece, nephew, in-law, stepparent or stepchild) shall be employed under this Agreement.

The Contractor agrees that funds provided under this Agreement shall not be used for lobbying activities as prohibited in 18 U.S.C. 1913, or to support political activities.

The Contractor agrees not to allow OJT Trainee to work on the construction, operation or maintenance of any facility that is used or is to be used for sectarian instruction or as a place of religious worship.

The Contractor agrees that funds to be provided under this Agreement shall not be used to assist, promote, or deter union organizing.

The Contractor agrees that funds provided under this Agreement have not caused a loss of employment for any employee of the Contractor at a former location within the time period of 120 days prior to the date on which the Contractor commenced operations at a new location.

12. TERMINATION OF TRAINEE

The Contractor agrees that the Trainee shall not be terminated without prior notice, and reasonable opportunity for correction or improvement of performance is given.

13. GRIEVANCE PROCEDURES

The Contractor agrees to provide _____ Initials the OJT Employee/Trainees the right of access to the Contractor's grievance process and if covered by collective bargaining, the applicable grievance process contained therewith.

14. WORKER DISPLACEMENT

The Contractor agrees that no other employee of his will be displaced in any way whatsoever, wholly or in part, by the Trainee.

15. MAINTENANCE OF EFFORT

The Contractor agrees to continue all training efforts in existence prior to this Agreement and at the same or greater funding level.

16. LIABILITY

The Contractor agrees to indemnify and hold the County harmless from and against any and all liabilities, claims, losses and expenses which arise out of or result from a violation of the Contractor's responsibilities.

17. DISPUTES

The Contractor agrees that except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed by agreement shall be decided by the County, who shall reduce its decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the County shall be final and conclusive unless within 30 calendar days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the State of California a written appeal.

18. CONFIDENTIALITY

The Contractor agrees to maintain the confidentiality of any information regarding the Trainee or Trainee's family.

19. NONCOMPETITIVE AGREEMENTS

The Contractor agrees it shall not require the Trainee to sign any non-competitive agreement limiting Trainee's future employment in either time or location.

20. HIRE-FIRST PROVISION

The Contractor agrees that the OJT Trainee will be hired, and the OJT contract signed, prior to the start of training and reimbursement.

21. EQUAL OPPORTUNITY

The Contractor agrees that during the performance of this Agreement it will not discriminate against any Trainee or applicant for OJT because of race, creed, color, national origin, sex, age, political affiliation or beliefs.

The Contractor understands that this Agreement is subject to Title VI of the Civil Rights Act of 1964 (78 Stat.252) and are governed by the provisions of 29 CFR parts 31, 32 and 34 and are administered and enforced by the U.S. DOL Directorate of Civil Rights.

The Contractor agrees that it will not discriminate against any OJT Trainee or applicant for training because of physical or mental handicap in regard to any position for which the individual is otherwise qualified.

PART V: GENERAL PROVISIONS

22. INSURANCE

The Contractor agrees that it shall maintain insurance and provide Certificates of Insurance in minimum amounts indicated below, prior to the commencement of any work under this Agreement.

- (1) Worker's Compensation Insurance coverage to include: the OJT Trainee as an employee of the Contractor.
- (2) Commercial General Liability insurance with minimum limits of \$500,000 combined single limits of Bodily Injury and Property Damage.
- (3) Automobile Liability Insurance – where applicable – with minimum limits of \$500,000 combined single limits. Split limits of \$250,000/500,000 Bodily Injury and \$100,000 combined single limits. Split limits of \$250,000/500,000 Bodily Injury and \$100,000 Property Damage may be substituted for \$500,000 CSL.

The County will not process the OJT invoice for reimbursement of wages until proof of insurance is provided.

23. RECORDS RETENTION

The Contractor agrees to maintain all records pertinent to this Agreement for a period of three years from the date of the final payment of this Agreement or until all audits are complete and findings on all claims have been finally resolved.

24. ACCESS TO RECORDS

The Contractor agrees that any time during normal business hours and as often as deemed necessary, the County, State of California, U.S. Department of Labor or other authorized Federal agency or its agents may inspect and monitor any records or activities pertaining to this Agreement.

25. CRIMINAL

The Contractor agrees to be bound by the Criminal Provisions that are specified in the Workforce Investment Act of 1998.

26. DRUG-FREE WORKPLACE

The Contractor agrees to be bound by the Drug-Free workplace regulatory requirements that are specified in the Drug-Free Workplace act of 1988, Public Law 100-690, Title V, Subtitle D; 41 USC Code 701 et seq; 29 CFR Part 98, Federal Register 54 CFR 4946.

Part VI: SIGNATORIES

**For Merced County
Private Industry Training Department**

For the Contractor

Name: Andrea T. Baker

Name: _____

Title: Director, Private Industry Training Department

Title: _____

Signature: _____ **Date:** _____

Signature: _____ **Date:** _____