Work-Based Learning 301

Contracts, Invoicing, and Fiscal Trackers

- Welcome to the last module in the Work-Based Learning Series. We are going to cover Contracts, Invoicing, and Fiscal Trackers.

Agenda

Introduction

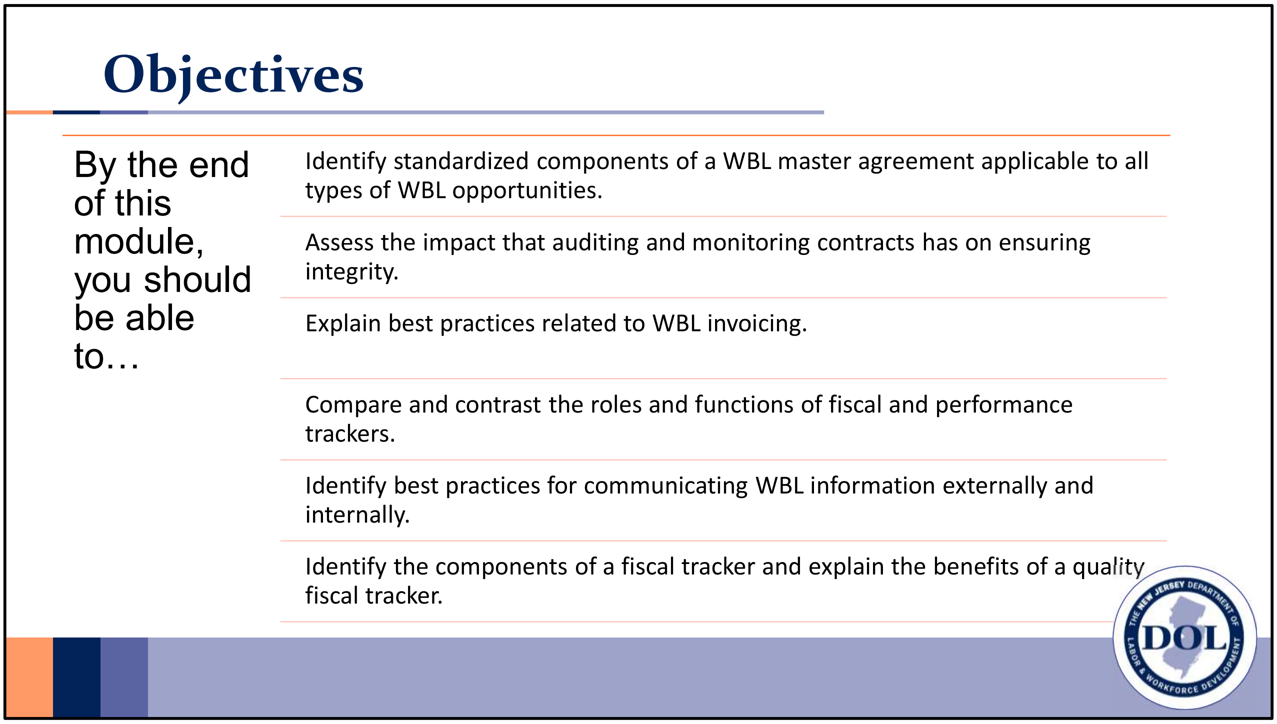
Your Work-Based Learning Contract

Work-Based Learning Invoicing Basics

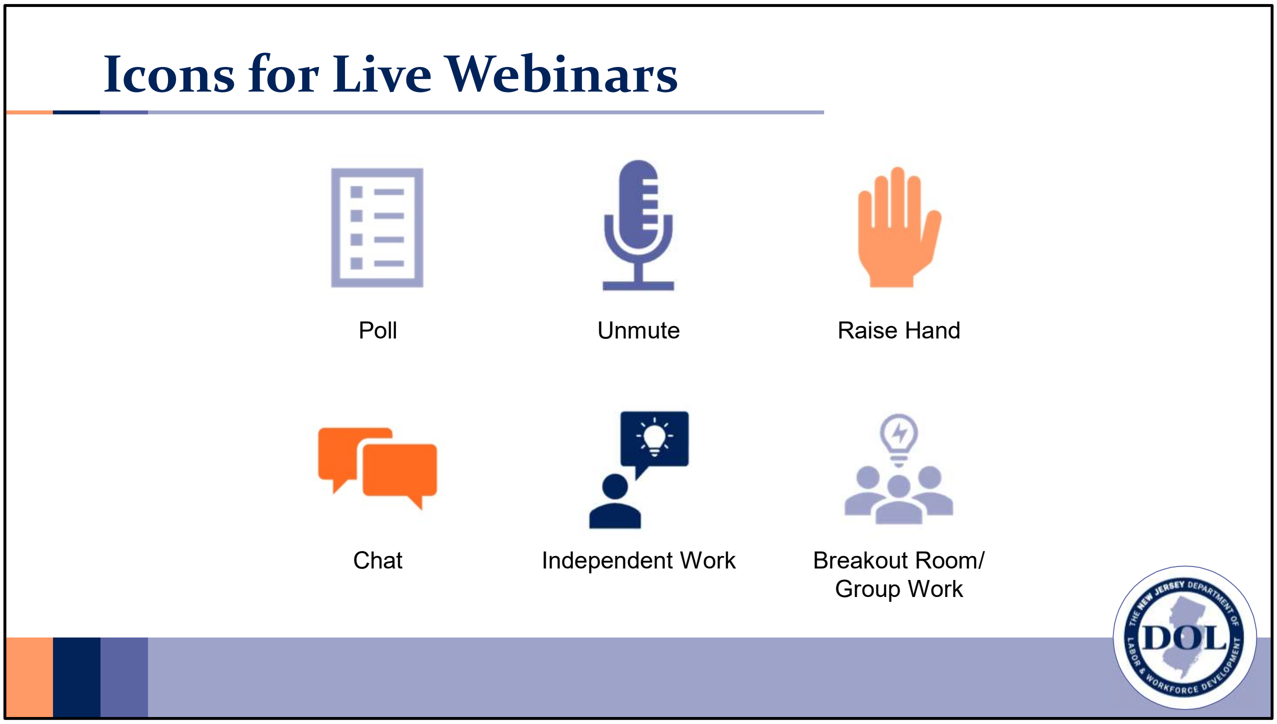
Fiscal Trackers and Communication

Wrap Up

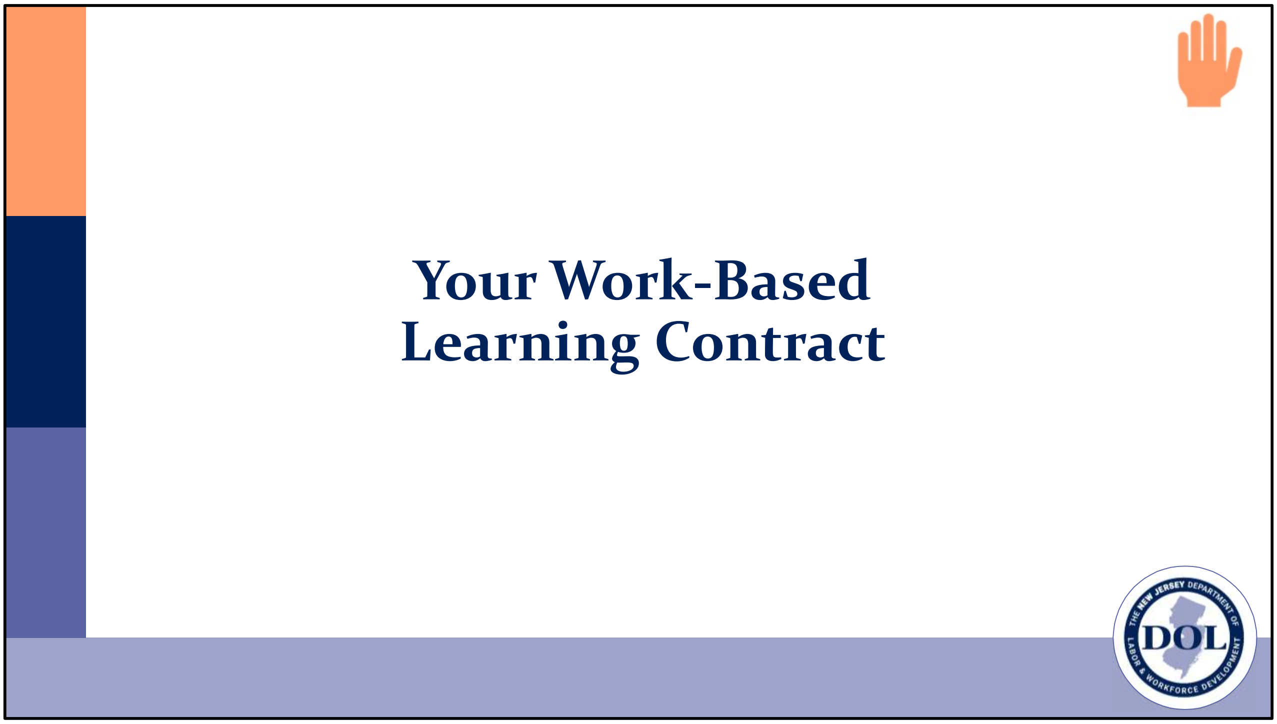
- Our agenda for today is:
- An introduction section, where we are now, to share the agenda, objectives, and webinar tools
- Your Work-Based Learning Contract
- Work-Based Learning Invoicing Basics
- Fiscal Trackers and Communication
- Wrap Up



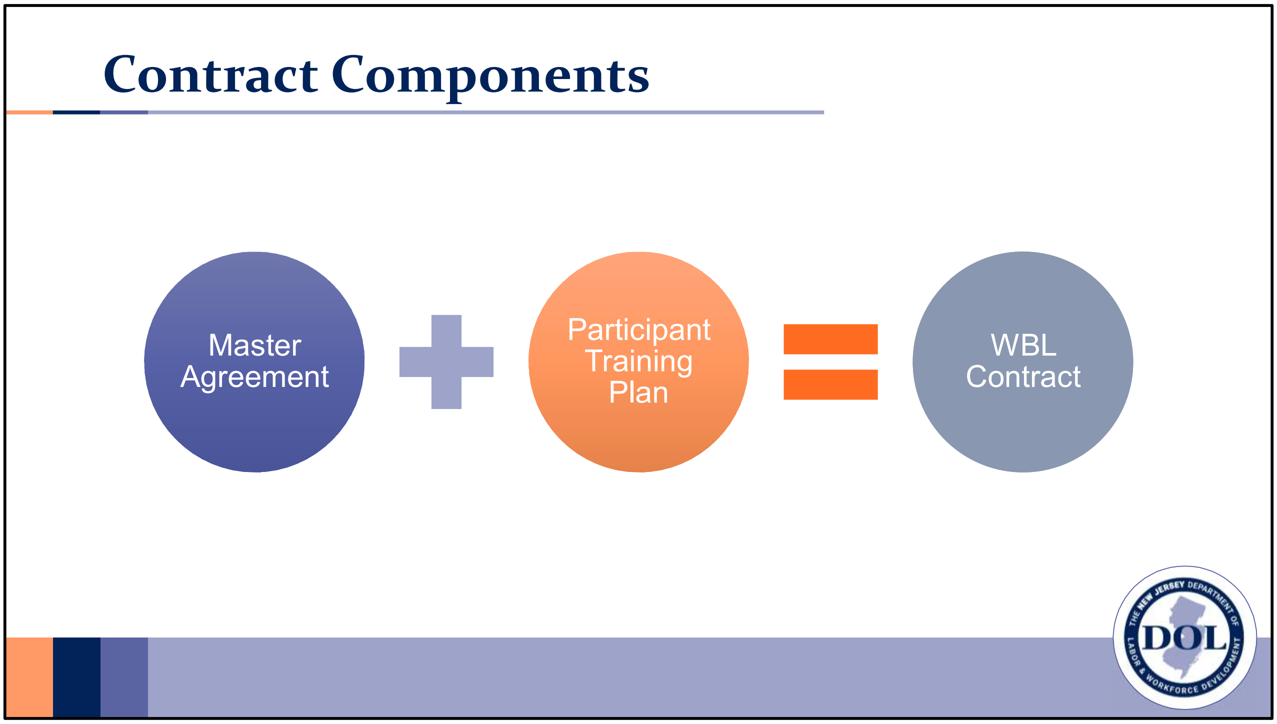
- Objectives are what you should be able to do by the end of this module.
- Identify standardized components of a WBL master agreement applicable to all types of WBL opportunities
- Assess the impact that auditing and monitoring contracts has on ensuring integrity
- Explain best practices related to WBL invoicing
- Compare and contrast the roles and functions of fiscal and performance trackers
- Identify best practices for communicating WBL information externally and internally
- Identify the components of a fiscal tracker and explain the benefits of a quality fiscal tracker



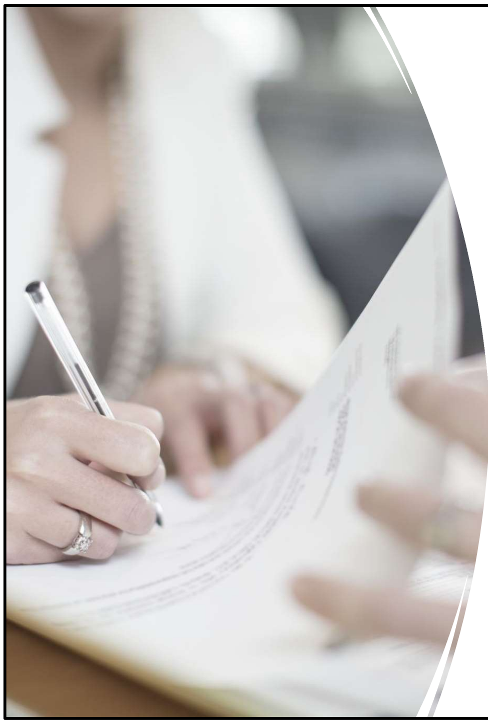
- Each symbol on this slide represents a type of workshop activity delivered via webinar. Review each symbol and its meaning.
- Poll: Participants will take a poll, on screen, and we will be able to look at and discuss results.
- Unmute: In response to a prompt, participants are invited to unmute themselves (or be unmuted) in order to share.
- Raise Hand: Participants can virtually signal a hand raise or agreement when the facilitator asks for a show of hands.
- Chat: Participants respond to a question in the chat feature where everyone can see.
- Independent Work: Participants complete something individually and independently during the webinar.
- Breakout Room: In groups, participants go to virtual breakout rooms where they work on or discuss something.



- Work-Based Learning Contracts are an essential piece in a successful WBL program. These contracts are the physical proof of the relationships between a One-Stop Center and its two customers: Employers and Candidates. WBL contracts are the paperwork needed for all files of candidates who participate in WBL programs. Since all WBL program participants should have a WBL contract in their file, these contracts are a great start to standardizing what is collected and required for a WBL experience. Having a standard contract for all programs and participants helps create file integrity and similarity.



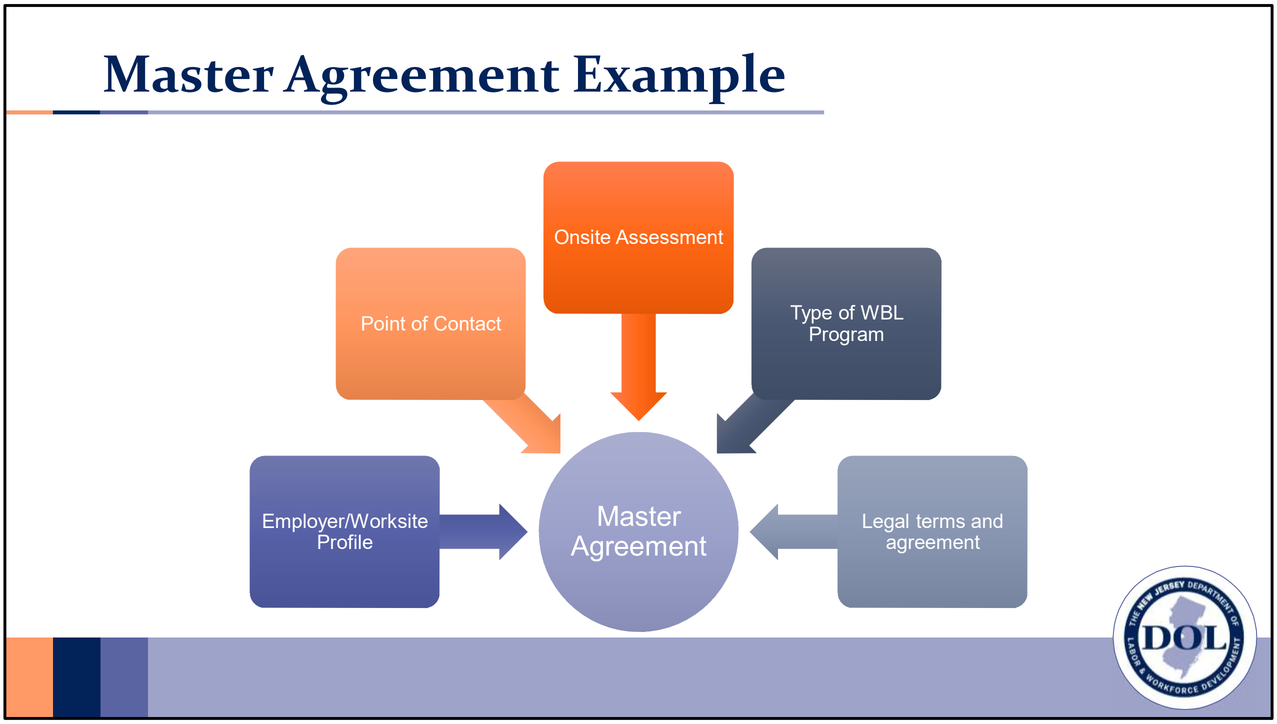
- With every WBL contract, we recommend having two components:
- A Master Agreement
- And a Participant Training Plan
- These components together create your entire WBL contract
- These components may sound a little scary or even complicated, but in reality, these two components are a simple, unified way that can ensure integrity and accuracy for all your WBL contracts.



Master Agreement

- ❑ Legal Terms and Agreement
- ❑ Requires State and Local input
- ❑ Collects basic employer information
- ❑ Same document for **every employer & every WBL contract**

- This Master Agreement is specific to WBL program.
- The Master Agreement is basically the legal terms and conditions outlining the employer responsibilities for employers participating in WBL programs. This component of the contract looks to answer the question: what terms does the employer need to know and abide by?
- This Master Agreement is normally created by the Workforce Development Board, with input from the State, and is updated, as necessary.
- It also collects basic employer information, such as: Company Name, FEIN, Address, Phone Number, Points of Contact, and Corporate Email.
- The benefits of creating and implementing a Master Agreement is that it is used with every employer, with every WBL contract. It is a standardized document that only needs to be filled out once a year (or however frequently it is updated) and then can be used with every WBL contract the employer participates in. This master agreement can then simply be copied and attached to every WBL program—every OJT, every IWT, every Apprenticeship, etc.
- This saves the employer from providing the same information over and over again and it provides them with all the legal information they need to know. It also will save Job Developers time from having to recreate paperwork.



- The standardized components of a master agreement may vary area to area, but overall, the master agreement should include:
- An Employer/Worksite Profile
- Point of contact
- Onsite Assessment
- Type of WBL Program
- Legal terms and agreement

- For our Master Agreements, we assign one person to compete the Master Agreement—basically collect the information and have the employer sign. Now, there are different parties who influence what the Master Agreement says, such as the local Workforce Development and the NJ DoL. The Job Developer or Business Service Representative makes sure the Master Agreement finds its way to the file.
- Please note that the New Jersey Department of Labor is working on creating a template for a Master Agreement to be shared with every county—so stay tuned! What requirements your individual county may have regarding a Master Agreement may vary, so be sure to check with your local leaders about your county's implementation of this form.
- Take a look at an example of a contact with all of these items.

CareerSource TAMPA BAY

CAREERSOURCE TAMPA BAY
4902 EISENHOWER BLVD
SUITE 250
TAMPA, FL 33634

MASTER EMPLOYER/WORK-SITE AGREEMENT

Master Agreement Number: ____________

Employer/Worksite Profile

Employer/Worksite Profile

Business Name: ________

Address: ____________

City: ______________ **State:** ______ **Zip:** _

Telephone: ____________ **Fax:** ______

Website: ____________

County: ______________ **FEIN #:** ______

Sunbiz File Date: ________ **Sunbiz Document #:** ______

Years at Current Location: _ **Industry Sector:** ________

Workers Compensation Policy #: _________ *If applicable* **Date of last layoff:** _ *If applicable*

W-9 Provided and Attached? ☐ Yes ☐ No *Copy of W-9 is required to validate the agreement.*

Point of Contact

Representative: ________

Telephone: ____________

Onsite Assessment

Onsite Assessment

Safe work environment? ☐ Yes ☐ No ☐

E.E.O.C. and Workmen's Comp. information in plain sight ☐ Yes ☐ No ☐

Climate comfortable (air conditioning, ventilation, etc.)? ☐ Yes ☐ No

Training facilities and equipment appear adequate? ☐ Yes ☐ No

Legal Terms and Agreement

THIS AGREEMENT (this "Agreement") is entered between Tampa Bay workforce Alliance, Inc. dba CareerSource Tamp Bay herein referred to as "CareerSource Tampa Bay" of "CSTB" and the above listed business hereinafter referred to as the "Employer".

WHEREAS, Career Source Tampa Bay is a 501(c)(3) non-profit organization appointed and designated by the Hillsborough County Board of County Commissioners to act as the Hillsborough County Workforce Development Board under provisions of the "Workforce Innovation and Opportunity Act of 2014." CareerSource Tampa bay has requested and received certification as the Local Workforce Development Board (LWDB) 15 by CareerSource Florida, the State of Florida Workforce Development.

Type of WBL Program

WHEREAS, Employer wishes to enter into this Agreement to participate in the following program(s):

☐ Incumbent Worker Training (IWT) ☐ On-the-Job Training (OJT) ☐ Summer Job Connection

☐ Paid Work Experience (PWE) ☐ Other: ____________

CareerSource Tampa Bay is an equal opportunity employer/program.
A proud partner of the American Job Center Network

Page 1 of 5
Master Employer/Worksite Agreement

CareerSource TAMPA BAY

CAREERSOURCE TAMPA BAY
4902 EISENHOWER BLVD
SUITE 250
TAMPA, FL 33634

NOW THEREFORE, in consideration of the mutual agreements, set forth herein, the parties agree as follows to the general terms and conditions:

I. **EFFECTIVE DATE, TERM AND RENEWAL**: This Agreement will replace and superseded any prior contract or agreement between the parties regarding any of the above selected programs and will be executed upon signatures of both parties. The Agreement will remain in effect until December 31st, 2022 and will be automatically renewed for an additional one-year period.

   This agreement will automatically renew unless terminated by either party at any time by giving twenty-four hour written notice. The written notice is to be provided by either party no later than ninety days prior to the expiration of the then current term.

II. **NOTICE**: The designated representative for the Employer and CSTB will address all questions regarding the Agreement. If the designated representative from either party changes to someone other than the person named herein, written notification shall be given to the other party immediately and said notification attached to the originals of this Agreement. The representative for Career Source Tampa Bay for this Agreement is:

   John Flanagan, CEO
   CareerSource Tampa Bay
   4902 Eisenhower Blvd, Ste. 250
   Tampa, FL 33634

III. **MODIFICATIONS**: CSTB reserves the right to modify or amend this Agreement if modification or amendment is required due to changes in law or availability of funds. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document and submitted to the other party in accordance with the Notice section under this Agreement.

IV. **EMPLOYER RESPONSIBILITIES UNDER THIS AGREEMENT:** By signing this Agreement the Employer agrees to the following:
   i. Complete the Training Plan Outline for each CSTB participant for whom you wish to engage in one of the above select programs through CSTB prior to the participant start date with the Employer. Duties must be strictly adhered to in the approved job description.
   ii. Maintain adequate accountability for the participant's time and attendance and submit bi-weekly online signed timesheets to CSTB in accordance with pre-determined payroll periods.
   iii. On a monthly basis (if required by the program selected), the participants acquisition of the required occupation skills on the Training Plan will be evaluated by the Employer using the OJT Training Monthly Progress Report.
   iv. The Employer must enable the participant(s) to obtain the knowledge and skills essential to adequate level of performance on the job in accordance with the approved job description as well as provide the necessary orientation, training, supervision, and mentoring/coaching at all times, precautionary safety instructions in the performance of the CSTB participant(s) duties.
   v. Maintain the confidentiality of all information provided by or about any CSTB participant(s) including their involvement in CSTB programming, except as otherwise approved and authorized in writing by the participant(s), or as otherwise authorized by law.
   vi. The Employer agrees to abide by CSTB's Code of Conduct and Code of Ethics.
   vii. Complete evaluations of the CSTB participant(s) performance during their Training Plan. Notify CSTB contact of any problem or concern regarding a participant's performance with the Employer as soon as possible, but at least within twenty-four hours of the problem being identified.

Legal Terms and Agreement

CareerSource Tampa Bay is an equal opportunity employer/program.
A proud partner of the American Job Center Network

Page 2 of 5
Master Employer/Worksite Agreement

- Please pay close attention to the bottom left, under the "Type of WBL Program" section. You will notice that there is no selection for Pre-Apprenticeship/Apprenticeship—this is intentional. Before you can have a master agreement with an apprenticeship seeking funding to offset the cost of the program, the apprenticeship MUST be registered and approved. Once the apprenticeship is registered and approved, you can write it in the "Other" category.

viii. Notify CSTB contact in writing immediately upon notice of the status of a participant when one or more of the following situations occur (a) participant failed the work assignment or voluntarily quit the assignment (b) participant has experienced absenteeism or sickness (c) participant secured employment with the Employer or with another entity.

ix. A participant in a program or activity with CSTB must not displace any currently employed employee or if any other individual is on layoff from the same or substantially equivalent job. The participant may not fill any job opening that is vacant because the former occupant is on strike or involved in a labor dispute that may lead to a strike.

x. If the participant is in a wage reimbursement program with CSTB, the Employer shall pay the participant for overtime hours worked in accordance with federal, state, and local laws. The Employer acknowledges that CSTB has no obligation to reimburse the Employer for any overtime.

V. **PAYMENTS *if applicable***: On the terms herein, CSTB shall reimburse the agreed upon rate/budget as set forth in the Training Plan Outline. Applicable reimbursements will be based on a maximum forty-hour work week and will only be paid based on actual hours worked. CSTB will not be responsible for hours worked that exceed forty hours in a week, holiday pay, paid time off, commission, and tips. CSTB will issue reimbursements upon receipt of all required signed documents including but not limited to weekly timesheets and monthly progress reports. In the event that this Agreement terminates or expires, the Employer must submit all necessary documents required for reimbursement within fifteen (15) days of completion of training. Failure to submit within this timeframe may result in non-payment. CSTB is not responsible for any reimbursements in the event that required documentation are not received within such timeframe.

VI. **FISCAL NON-FUNDING CLAUSE**: This Agreement is subject to funding availability. In the event funding to this Agreement is reduced, unavailable, or are subsequently determined not to be eligible to fund this Agreement, including, but not limited to, federal or state funds, CSTB shall notify the Employer of such occurrence, and CSTB may terminate this Agreement, without penalty or expense to CSTB, upon no less than twenty-four hours written notice to the Employer.

VII. **PROVISIONS REGARDING ACCESS TO RECORDS**: The Employer agrees to retain all records, supporting documents and (including electronic storage media) pertaining to this Agreement for a period of 3 years. Copies of all records and documents shall be made available to CSTB upon written request. The Employer will comply with public records law Chapter 119 Florida Statutes and agrees to:

i. Keep and maintain public records required by CSTB to perform the services.
ii. Upon request from CSTB, provide a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 110, Florida Statutes or as otherwise provided by law.
iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Employer does not transfer the records to CSTB.
iv. Upon completion of the Agreement, transfer at no cost to CSTB, all public records in possession of Employer or keep and maintain public records required by CSTB to perform the service.

Failure to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above, where applicable, shall be grounds for immediate unilateral termination of this Agreement by CSTB.

Legal Terms and Agreement

CareerSource
TAMPA BAY

CAREERSOURCE TAMPA BAY
4902 EISENHOWER BLVD
SUITE 250
TAMPA, FL 33634

VIII. **MONITORING**: The Employer agrees to cooperate with any review, monitoring, evaluation, or audit by CSTB, and any other authorized State, Federal representative of any program which the Employer administers or operates, and which is funded, in whole or in part, by CSTB. In accordance with the Provisions Regarding Access to Records section, such access shall be granted during regular office hours of the Employer and shall include provisions by the Employer of suitable workspace for such monitoring, inspection, audit, or investigation to be conducted.

IX. **COMPLIANCE WITH POLICIES AND LAWS**: The warranty of this Section specifically includes compliance by the Employer with the provisions of the Immigration Reform and Compliance Act of 1986 (P.L. 99-603), the provisions of the Workforce Innovation and Opportunity Act (WIOA) of 2014, Work requirements – Chapter 445.024, F.S. and other applicable federal regulations and policies promulgated thereunder and other applicable State, Federal, criminal and civil law with respect to the alteration of falsification of records created in connection with this Agreement. Office of Management and Budget (OMB) Circulars: Employer agrees that, if applicable, it shall comply with all applicable OMB circulars, such as 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

X. **NON-DISCRIMINATION AND EQUAL OPPORTUNITY ASSURANCES (29 CFR PART 37 AND 45 CFR PART 80)**: Executive Order 11246, as amended by Executive Order 11375, requires that Federal contractors and subcontractors not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. It also requires the contractor/subcontractor to take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin.

XI. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER MATTERS**: The Employer certifies that it is not currently debarred, suspended, or excluded from or for participation in Federal assistance programs, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency within a three-year period preceding the effective date of the Agreement in accordance with 29 CFR Parts 45, 74, 95, and 98 and 45 CFR Part 74. No contract shall be awarded to parties listed on the GSA List of Parties Excluded from Federal Procurement or Non-Procurement Programs.

XII. **INDEMNIFICATION**: Without waiving its sovereign immunity, and if and to the extent allowed by law, each party shall indemnify and hold harmless each other, its officers, officials, and employees from and against all claims and liabilities of any nature or kind, including costs and expenses for or on account of any claims, damages, losses, or expenses of any character whatsoever resulting in whole or in part from the negligent performance or omission of either party's employees or representatives connected with the activities described herein. In agreeing to provide direction, training, and supervision of the participant, the Agency understands that this does not make CSTB or its designee liable to the Agency or any third party by reason of any future act or failure to act by any participant on or off the job.

XIII. **NON-ASSIGNABILITY CLAUSE**: This Agreement or any right accruing hereunder shall not be assigned by the Employer in whole or in part without the prior written consent of CSTB. Any assignment in violation hereof shall be invalid.

XIV. **GOVERNING LAW AND VENUE**: The place for any hearing, arbitration or otherwise, shall be Hillsborough County, Florida. This Agreement shall be interpreted under the laws of the State of Florida.

Legal Terms and Agreement

CAREERSOURCE TAMPA BAY
4902 EISENHOWER BLVD
SUITE 250
TAMPA, FL 33634

XV. **STEVENS AMENDMENT**: When issuing press releases, statements, and other documents describing project or programs funded in whole or in part with Federal money, all awardees receiving Federal funds shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.

XVI. **SPONSORED BY CAREERSOURCE TAMPA BAY AND STATE OF FLORIDA, DEPARTMENT OF ECONOMIC OPPORTUNITY (DEO)**: Any nongovernmental organization which sponsors a program financed, in whole or in part, with funds provided by the Florida DEO will, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by CareerSource Tampa Bay and the State of Florida, Department of Economic Opportunity." If the sponsorship reference is in a written form, the words "State of Florida, Department of Economic Opportunity" will appear in the same size letters or type as the name of the entity.

IN WITNESS WHEREOF, the Employer and CareerSource Tampa Bay have caused this Agreement to be duly executed as of the date set forth below.

Authorized Representative (Signature)	CSTB Representative (Signature)
Authorized Representative (Print Name)	CSTB Representative (Print Name)
Title	Title
Date	Date

Legal Terms and Agreement

- Remember, the Master Agreement was only one piece of the whole WBL contract. The second piece is the Participant Training Plan.
- This training plan can be standardized to an extent—the same type of information is going to get collected, but the exact details and plan itself will vary participant to participant.
- We recommend five sections to the Participant Training Plan. They include:
- Position Profile
- Skill Assessment
- Training Outline
- Reporting Schedule Agreement
- Employer Reimbursement Agreement

What type of information we should be collecting for each section:

- Position Profile
  - Gather employer-specific and job-specific information
  - Job Title
  - Job Description
  - Preferred Education/ Skills/ Qualifications
- Skill Assessment
  - Detail what skill gaps the candidate has in comparison to the job description and

how many training hours it will take for each skill to be learned.

    - Missing Skills
    - Hours Required
    - Starting Capability
- Training Outline
    - Highlight the on-the-job types of learning
    - Occupational Education Components
    - Academic Components
- Reporting Schedule Agreement
    - Start Date
    - End Date
    - Progress Report Due Dates
    - Timesheet Due Dates
- Employer Reimbursement Agreement
    - Rate of Pay
    - Reimbursement Percentage
    - Reimbursement Rate
    - Reimbursement Invoice Due Date

- This document will be created by each county or Workforce Development Board, and it should work in tandem with a candidates Individualized Employment Plan. Also, depending on your county structure, there may be one person or multiple people responsible for completing the training plan. Refer to your county's procedures for more guidance.
- Let's take a look at an example Participant Training Plan.

CareerSource TAMPA BAY

CAREERSOURCE TAMPA BAY
4902 EISENHOWER BLVD
SUITE 250
TAMPA, FL 33634

TRAINING PLAN OUTLINE APPLICATION

Master Agreement Number: ____________

Position Profile

Check the program for which the outline is designed:

☐ **IWT** ☐ **OJT** ☐ **PWE** ☐ **Summer** ☐ **Other:** ____________

Position Profile

Employer Name: ____________

Position Supervisor: ____________

Telephone: ____________ **Email:** ____________

Job/Occupation Title: ____________

Job Description Attached? ☐ Yes ☐ No **TOL/SOC Code:** ____________

Training Plan Outline is not valid without an approved Job Description attached

Number of Job Openings: ____________ **Full-time position:** ☐ Yes ☐ No

Preferred education and/or Skills: ____________

Preferred Qualifications: ____________

Describe the work environment: ____________

Exact location where participant(s) will be working *if different from the organization address*

Address: ____________

City: ____________ **State:** ____________ **Zip:** ____________

Does the position require a background check prior to placement? ☐ Yes ☐ No
If yes, what level background check is needed? ____________

Will the participant(s) be involved in outdoor activities? ☐ Yes ☐ No
If yes, do you have an alternate plan for inclement weather? ☐ Yes ☐ No

What type of special equipment, tools and/or machinery, if any, will the participant(s) be using? ____________

Workday Schedule (specify hours per day)

Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.
Start: ___	Start: ___	Start: ___	Start: ___	Start: ___	Start: ___	Start: ___
End: ___	End: ___	End: ___	End: ___	End: ___	End: ___	End: ___
Hours: ___	Hours: ___	Hours: ___	Hours: ___	Hours: ___	Hours: ___	Hours: ___

Total Hours per Week: ____________

CareerSource TAMPA BAY

CAREERSOURCE TAMPA BAY
4902 EISENHOWER BLVD
SUITE 250
TAMPA, FL 33634

Skill Assessment

Participant Skills Assessment

Participant(s) Name: ____________

	Skills	Hours Required	Starting Capability
1.)			Not Skilled ☐ Some Skill ☐ Skilled ☐
2.)			Not Skilled ☐ Some Skill ☐ Skilled ☐
3.)			Not Skilled ☐ Some Skill ☐ Skilled ☐
4.)			Not Skilled ☐ Some Skill ☐ Skilled ☐
5.)			Not Skilled ☐ Some Skill ☐ Skilled ☐
6.)			Not Skilled ☐ Some Skill ☐ Skilled ☐
7.)			Not Skilled ☐ Some Skill ☐ Skilled ☐
8.)			Not Skilled ☐ Some Skill ☐ Skilled ☐
9.)			Not Skilled ☐ Some Skill ☐ Skilled ☐
10.)			Not Skilled ☐ Some Skill ☐ Skilled ☐

Training Outline

Training Outline

Includes both academic and occupational educational components which refers to contextual learning that accompanies work experience. It includes the information necessary to understand and work in the specific occupation listed above.

Occupational Education Components: ____________

Academic Components: ____________

CareerSource TAMPA BAY

CAREERSOURCE TAMPA BAY
4902 EISENHOWER BLVD
SUITE 250
TAMPA, FL 33634

Reporting Schedule Agreement

Start Date: **End Date:** ______________

Progress Reports due to CSTB (check all that apply):
Failure to provide progress reports will result in non-compliance with the Master Agreement

☐ Jan ☐ Feb ☐ Mar ☐ Apr ☐ May ☐ Jun ☐ Jul ☐ Aug ☐ Sep ☐ Oct ☐ Nov ☐ Dec

Are Timesheets Required for this Program? ☐ Yes ☐ No

If yes, Timesheets are due: ☐ Weekly ☐ Bi-weekly ☐ Monthly

Employer Reimbursement Agreement

Employer Reimbursement Agreement *if applicable*

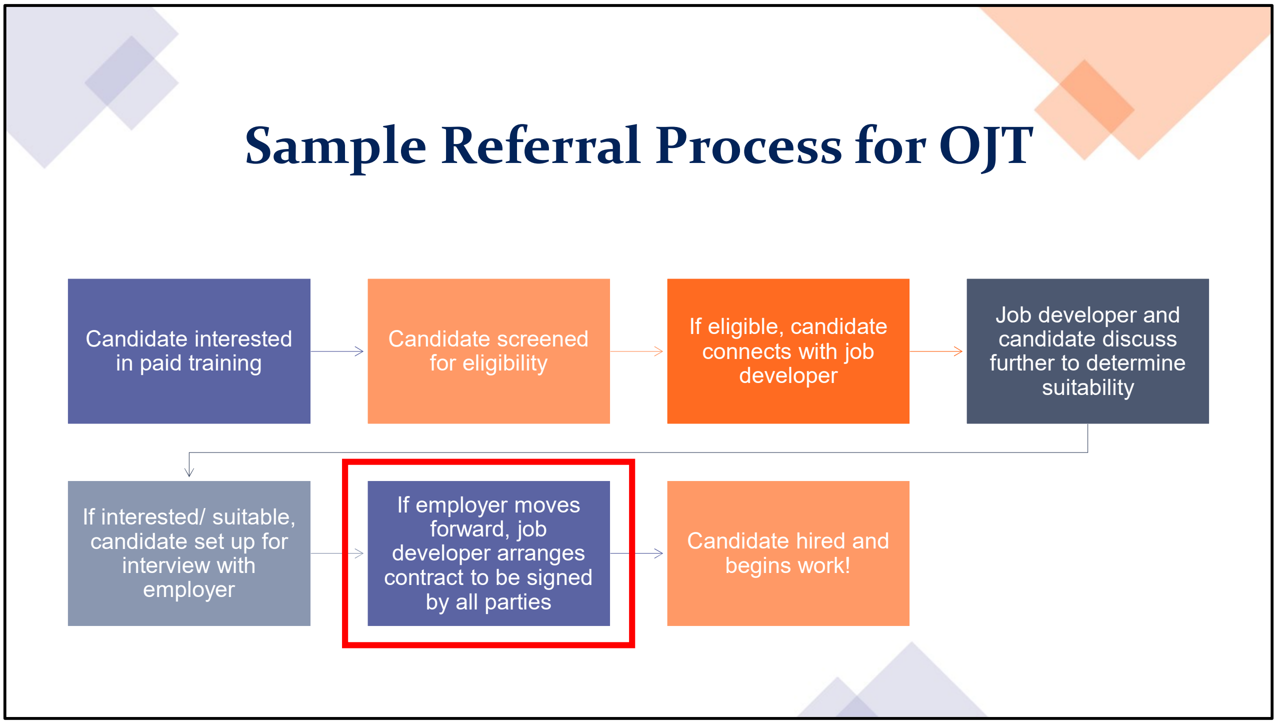
Rate of Pay: $ /hr **X Reimbursement %:** % **= Reimbursement Rate:** $ /hr

Reimbursement Invoice due to CSTB: ☐ Monthly ☐ At the end of training

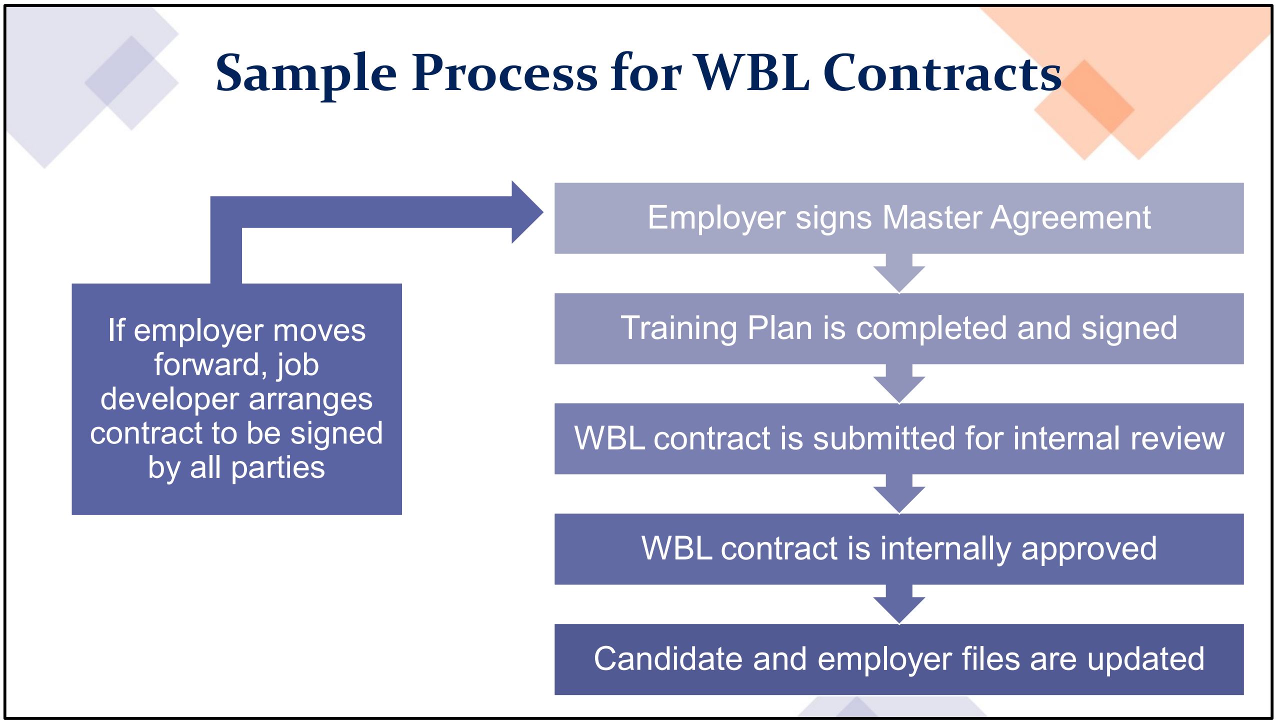
If monthly, the invoice is due on the ________ day of each month.

As an authorized representative of the company/organization, I hereby certify that the information contained in this form is true and accurate to the best of my knowledge. I also understand and agree that participation in this program will not result in the displacement of currently employed workers or the freezing of the hiring of new employees. I understand that I must meet all employer eligibility criteria, have a pre-inspection onsite monitor, and enter into a formal CSTB Master Employer/Work-Site Agreement in order to participate in the program. NOTE: The individual signing the application must have authority to enter into contracts on behalf of the applying company.

Authorized Representative (Signature)	CSTB Representative (Signature)
Authorized Representative (Print Name)	CSTB Representative (Print Name)
Title	Title
Date	Date



- This slide should look familiar, as we introduced it in 102: Candidate and Employer Processes. In our process for an OJT, where exactly does the contract paperwork fit in?
- As we move through the process, we know it is time to complete the WBL contract when the employer settles on a candidate to hire, and their eligibility has been verified. As you can see in this process, the contract is completed before the candidate begins work. You must have the contract completed in its entirety before the candidate starts work in order for the employer to obtain the reimbursement of wages.
- Let’s take a deeper look into what the process may look like when completing the WBL contract within the larger picture of a referral process.

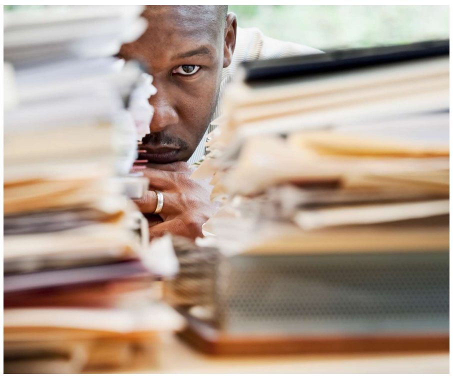


- If employer moves forward, the job developer arranges contract to be signed by all parties. Within this task, the workflow could look like this:
- The first step when completing a WBL contract is to have the employer sign the Master Agreement. This can happen when you get to this point, or just when you have any interaction with an interested employer. Having this document on file before a candidate is hired just speeds up the completion time for the contract.
- Once you have the Master Agreement on file, then it is time to complete the Training Plan.
- When both documents are signed by all respective parties, you then may submit the WBL contract for internal review to your local leader, likely the individual in charge of the budget, within the One-Stop Center. There is no State or Board approval needed, but a leader should review and approve the contract since money is being spent.
- Then the contract is internally approved by the designated leader.
- Lastly, you need to add copies to the employer file (filing that Master Agreement) and then updating the candidate file with the entire contract.

- Again, this doesn't have to be the process you or your office follows, but it is one way that it can be done. We do recommend this process simply because it has built-in steps to ensure the use of standardized documents and updating the file. Both of these aspects are key for our next topic: auditing and monitoring.

- Having one standardized Training Plan, along with a Master Agreement and building-in a file update in the workflow, provides many benefits. But there is one benefit in particular that I want to highlight: How easy one standardized document makes auditing and monitoring.

Ongoing Auditing and Monitoring



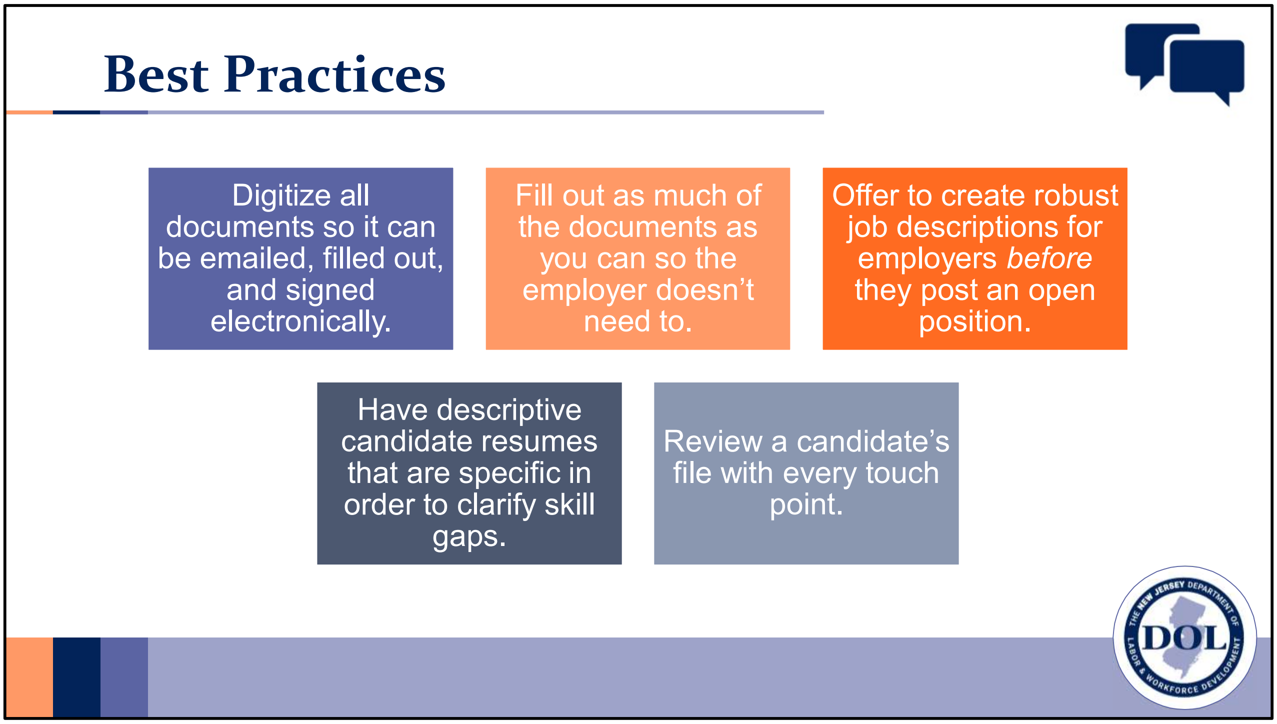
- ❑ Review a file **every time** work is done in it.
- ❑ Look for the following documents:
  - ❑ Master Agreement
  - ❑ Participant Training Plan
  - ❑ Job Description
  - ❑ Candidate Resume
  - ❑ Timesheets and Progress Reports

- It is necessary to make sure your WBL contracts and files are in tip-top shape because these files are the ones with a large amount of money attached. And I am sure as you know, if the world of workforce development, files that have large amounts of money attached are most likely to be formally audited.
- Therefore, it is incredibly important to make sure in-house auditing and monitoring is continuous and happens with every WBL file.
- Now, there isn't a right or wrong answer here. But we do have a recommendation in order to help ensure file integrity: every time work is done in it.
- Monitoring or quickly auditing the file at every touch point provides the highest chances of a completed file that will pass formal audits. If everyone who opens the file takes a quick glance to verify that all the documents and supporting material are in the file before any money is spent or action is taken, it will establish the file's integrity and it only takes a few minutes to check for completeness. Spending a few minutes upfront with a file is much better than trying to go back and collect missing documents later—that can take hours of time for one missing document in one file.

- When reviewing a file every time you work on it, you should be looking for the following documents:
- Master Agreement

    - Make sure this is completed and up to date.
- Participant Training Plan
    - Review to verify that skill gaps correspond with candidate resume and job description.
- Job Description
- Candidate Resume
- Timesheets and Progress Reports
    - We recommend monthly progress reports for every WBL contract in order to demonstrate skill progression and that the employer and candidate are staying on track with the training plan.
    - Reviewing the timesheets at the same time of the training plan also allows you to verify that the payment amount is accurate before a check gets cut.

- It is everyone's responsibility to ensure a file's integrity before any action is taken. If a file fails a formal audit, it is not one person who feels the repercussions of it—it is the entire team.



- Best Practices:
- Digitize all documents so it can be emailed, filled out, and signed electronically.
  - This allows for quick and easy completion of paperwork for the employer, candidate, and job developer.
- Fill out as much of the documents as you can so the employer doesn't need to.
  - For an employer, time is money. So, the less time it takes for an employer to participate in a WBL program, the better chance you have of securing that employer for multiple WBL contracts.
- Offer to create robust job descriptions for employers *before* they post an open position.
  - This allows the employer to have a very descriptive and detailed job description, which can help you with a skill gap analysis as missing skills can be easily identified and validated.
- Have descriptive candidate resumes that are specific in order to clarify skill gaps.
  - Again, this helps you identify skill gaps easily and provides support to the training plan.
- Review a candidate's file with every touch point.
  - Lastly, reviewing a file every time it is opened helps ensure file integrity.
- Implementing these best practices will help you achieve success for all your WBL programs.

Work-Based Learning Invoicing Basics

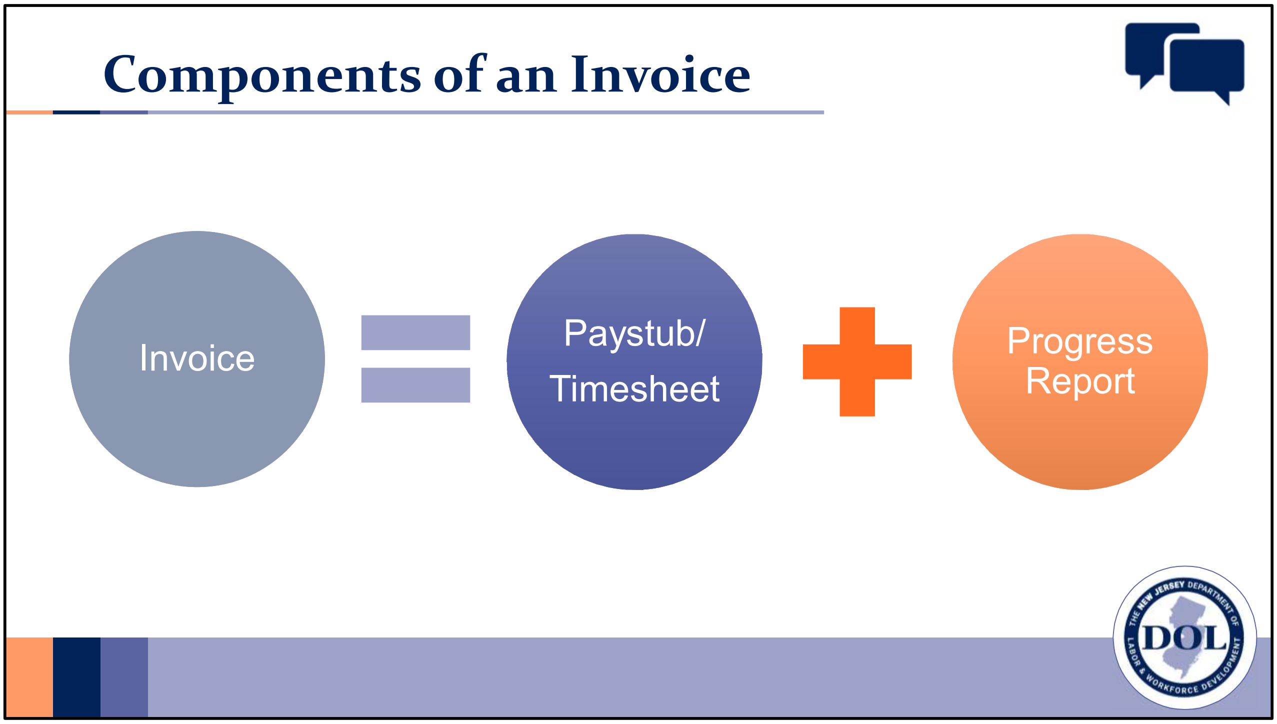
- Invoicing Basics.

Invoicing Role and Functions

Role:	Provides a record and verification of payment from employer to candidate.
Functions:	Proof employer has paid employee agreed upon wage and candidate is working the agreed upon hours.
	Signifies time to process employer reimbursement.

- For WBL programs, invoicing is a vital component. Without invoicing, there is no record of what an employer has paid a WBL candidate.
- Therefore, the role of an invoice is to provide a record and verification of payment. You should not process any employer reimbursement without an invoice detailing the paid wage, hours, and reimbursement percentage.
- An invoice has two functions:
- It is your proof that the employer has paid the agreed upon wage and the candidate is working the agreed upon hours.
- It also signifies that it is time to process the employer reimbursement.

- But what does an invoice look like?



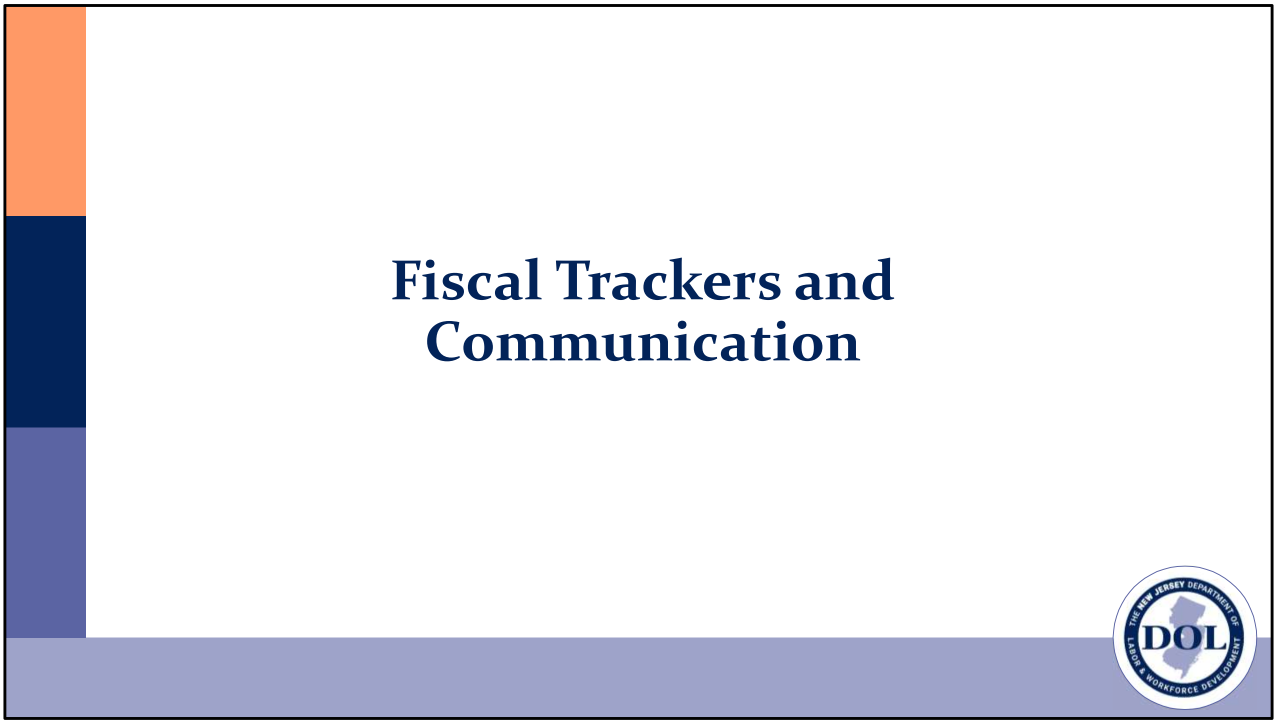
- An invoice can be a very simple document, but it should consist of two items:
- A paystub or timesheet indicating payrate and hours worked
- And then a progress report indicating where the candidate is at in skill progression/training. This document could be created internally and then standardized to be included, or the employer can just provide a written update of the skills the candidate obtained thus far in comparison to the training plan.

- However, regardless of what your invoice looks like, there are best practices that can be applied.

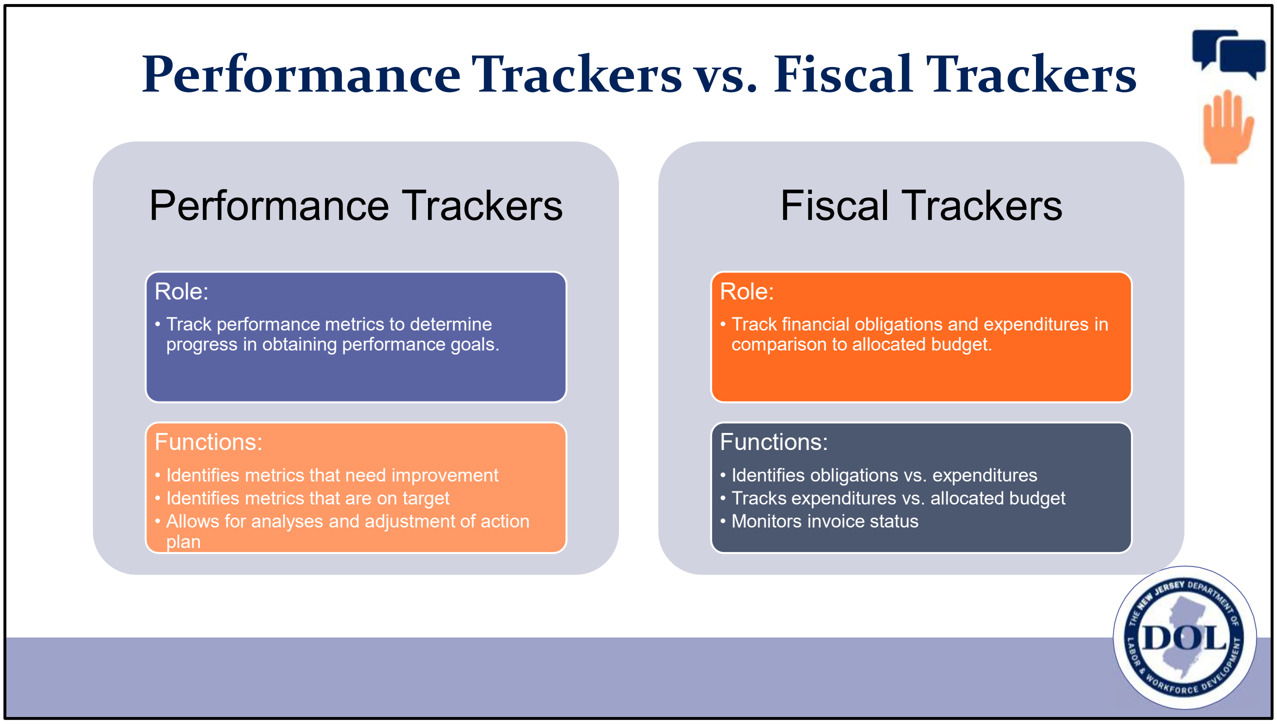
- Here are a few best practices we recommend to make sure that you have an effective invoicing process and do not face the challenges just identified.
- Be sure that the employer includes a training progress report with each invoice submission.
    - You can make it part of your requirement, for an employer to attach a quick training progress report with every invoice. This allows the Job Developer to confirm that the candidate is on track with the training and skill obtainment as well help your WIOA Team secure a Training Progress Milestone when needed.
- We also recommend that you collect invoices from each employer monthly.
    - It is our understanding that there are no requirements in terms of frequency of invoicing, but we still recommend collecting paystubs and progress reports monthly. Weekly or bi-weekly is too frequent for progress reports and is a lot of work for an employer. If you go longer than a month and if there is a mistake, it is harder to correct. So, a month is the real sweet-spot for invoices and therefore training reports.
- As mentioned before, but worth repeating, review the file before cutting the check.
    - Do not just assume all the documents and paperwork are in order before spending money on a candidate. Everyone is responsible for due diligence in making sure a file is accurate and complete before money is spent. This little bit

of time upfront can save a lot of headache later.
  - This can also help with mitigating disallowed costs or cutting a check for the wrong amount of money.
- It also can be extremely helpful to set a schedule.
  - For example, make invoices due by the 5th of each month for the previous month. Then Job Developers have until the 10th to submit paperwork to fiscal for reimbursement. Fiscal has until the 15th to cut checks and the employer can expect their check by the 20th of each month.
  - This type of schedule keeps everyone on track and allows each party the time necessary to complete the work. And then if an employer is late to provide an invoice, you can inform them that they should expect the reimbursement check a little later this month.
- Lastly, keep it simple.
  - There is no need to complicate the invoicing paperwork and processes. Keeping it simple can help streamline the process and make it easy for all parties to complete timely.

- Overall, invoicing is a critical piece to your WBL program. It provides proof of payment for your candidate and allows the employer to be reimbursed.



- Tracking invoices and communicating invoice statuses with our team.



- Performance trackers, as discussed in the 102 webinar, are used to track performance metrics to determine progress in obtaining performance goals. And it has three functions:
- Identifies metrics that need improvement
    - On a performance tracker you should be able to easily determine what metrics you are behind on
- Identifies metrics that are on target
    - Again, you should be able to quickly determine what metrics you are on target with in obtaining you performance goals
- Allows for analyses and adjustment of action plan
    - Can adjust what actions are being taken for each metric and can adjust based on progress in obtaining goal

- Fiscal trackers are similar to performance trackers, in that they are used to track progress on achieving a goal—but this goal is purely financial. A fiscal tracker is used to monitor financial obligations and expenditures in comparison to an allocated budget.
- Obligations can be defined as funds that have not yet been paid out but will be at a later date. Basically, they are funds that have been promised to be paid.
- Expenditures can be defined as funds that have been paid out.
- Once you pay an obligation, it becomes an expenditure.

- A fiscal tracker also has three functions:
- Identifies obligations vs. expenditures
    - This is the main purpose of the fiscal tracker—to make sure you do not over obligate money that you do not have budgeted. This function allows you to stay on budget, with projected expenses and obligations.
- Tracks expenditures vs. allocated budget
    - You can also quickly see if you are on track with your expenditures with your budget. If you have to spend a specific amount of money within a certain timeframe, you need to be able to quickly reference how much you have spent and how much you still have to spend
- Monitors invoice status
    - The tracker also functions as a means to keep tabs on invoices received and invoices still needed. This allows you to connect with the employers who still need to submit an invoice and make sure you have submitted invoices to your fiscal team for employer reimbursement

Fiscal Tracking Activity

Use the Expenditure Tracking Activity to answer the following questions:

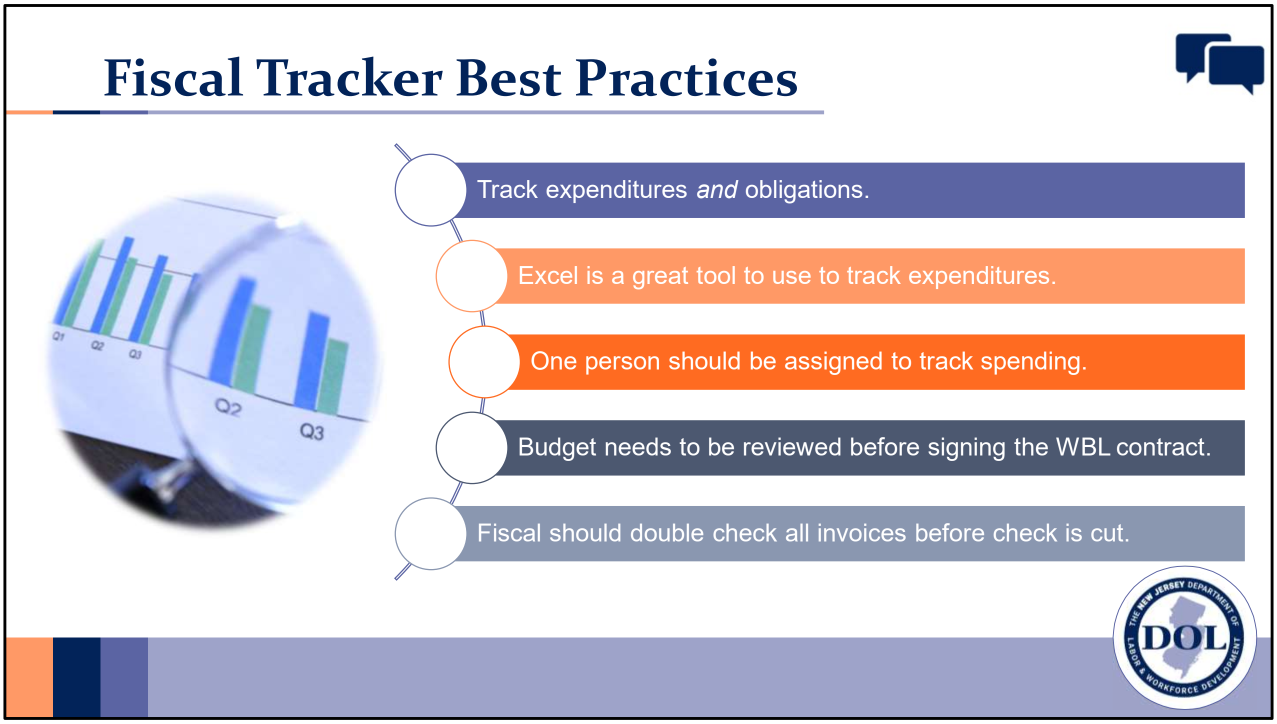
- ✓ How much of your budget have you spent from the WIOA- Adult Program budget on WBL contracts?
- ✓ Do you have funds for more WBL programs from the WIOA- Youth Program?
- ✓ How many WBL contracts are completed?

WORK-BASED LEARNING FISCAL TRACKER PY 2021-2022												
FUNDING STREAM	EMPLOYER	WBL PROGRAM	TRAINEE	PID	START DATE	END DATE	INVOICE DUE	EMPLOYER INVOICE STATUS	FISCAL INVOICE STATUS	MONTHY INVOICE AMOUNT	RUNNING INVOICE TOTAL	TOTAL AMOUNT EXPECTED
WIOA - ADULT	KG COMPANY	ON-THE-JOB	JONES, DARELL	378501	1/3/22	3/4/22	3/5/2022	RECEIVED	SUBMITTED	$2,750.00	$8,250.00	$ 8,250.00
WIOA - DLW	BOXX WAREHOUSE	PRE-APPRENTICESHIP	ALI, HANA	268347	1/24/22	3/25/22	4/5/2022	RECEIVED	SUBMITTED	$2,225.00	$6,750.00	$ 6,750.00
WIOA - ADULT	FASHION INC	ON-THE-JOB	CRUZ, JOSE	972460	2/7/22	5/6/21	6/5/2022	RECEIVED	SUBMITTED	$3,150.00	$9,450.00	$ 9,450.00
WIOA - YOUTH	RIT INDUSTRIES	TRANSITIONAL JOB	WALLS, JIM	376190	3/7/22	6/3/22	7/5/2022	NEEDED	NOT SUBMITTED	$2,000.00	$4,000.00	$ 6,000.00
WIOA - DLW	ROBO MACHINES	APPRENTICESHIP	JENNINGS, PAT	611385	3/14/22	6/10/22	7/5/2022	NEEDED	NOT SUBMITTED	$4,000.00	$8,000.00	$12,000.00
WIOA - DLW	J&R CORPORATION	ON-THE-JOB	DAVID, LATISHA	823480	3/21/22	6/17/22	7/5/2022	NEEDED	NOT SUBMITTED	$2,500.00	$5,000.00	$ 7,500.00
WIOA - ADULT	STEEL PRODUCTIONS	PRE-APPRENTICESHIP	GARCIA, TERESA	755094	3/21/22	6/17/22	7/5/2022	NEEDED	NOT SUBMITTED	$3,000.00	$6,000.00	$ 9,000.00

WIOA - ADULT		WIOA - DLW		WIOA - YOUTH	
Current PY Budget	$ 50,000.00	Current PY Budget	$ 60,000.00	Current PY Budget	$ 30,000.00
Total Invoiced Amount	$ 17,700.00	Total Invoiced Amount	$ 6,750.00	Total Invoiced Amount	
Percent Spent	35%	Percent Spent	11%	Percent Spent	0%
Remaining Amount	$ 32,300.00	Remaining Amount	$ 53,250.00	Remaining Amount	$ 30,000.00
Obligated Amount	$ 9,000.00	Obligated Amount	$ 19,500.00	Obligated Amount	$ 6,000.00
Avaible Funds	$ 23,300.00	Avaible Funds	$ 33,750.00	Avaible Funds	$ 24,000.00

- Remember, the main takeaway here is not you have to track fiscal spending using this example, but that you are tracking spending, tracking in one place, and can see what has been spent and what has been promised to spend in order to have quick access to the information needed to make informed decisions.

- Also, please note that the New Jersey Department of Labor is currently working to ensure that fiscal trackers that will be provided are in line with SAGE.



- Best practices when it comes to using a fiscal tracker.

- Track expenditures and obligations.
  - First and foremost, it is critical to track both expenditures **and** obligations
  - Expenditures are the money you have already paid out to an employer. An obligation is what you are projected to spend.
  - It is critical to track both—expenditures and obligations, so that you do not over promise what you can't actually pay.
- Excel is a great tool to use to track expenditures.
  - As you could see with the example, Excel or Google Sheets are recommended to track obligations and expenditures.
  - Formulas can be added to cells for easy calculations and tracking.
- One person should be assigned to track spending.
  - We recommend a manager or supervisor of the job developers to be the designated tracker.
  - More than one person making edits can cause mistakes.
  - Leader should be approving allocated amounts based on budget.
- Budget needs to be reviewed before signing the WBL contract.
  - Whoever does update the fiscal tracker always needs to review obligated

expenses to ensure that there is enough funds to cover the cost of the WBL contract.

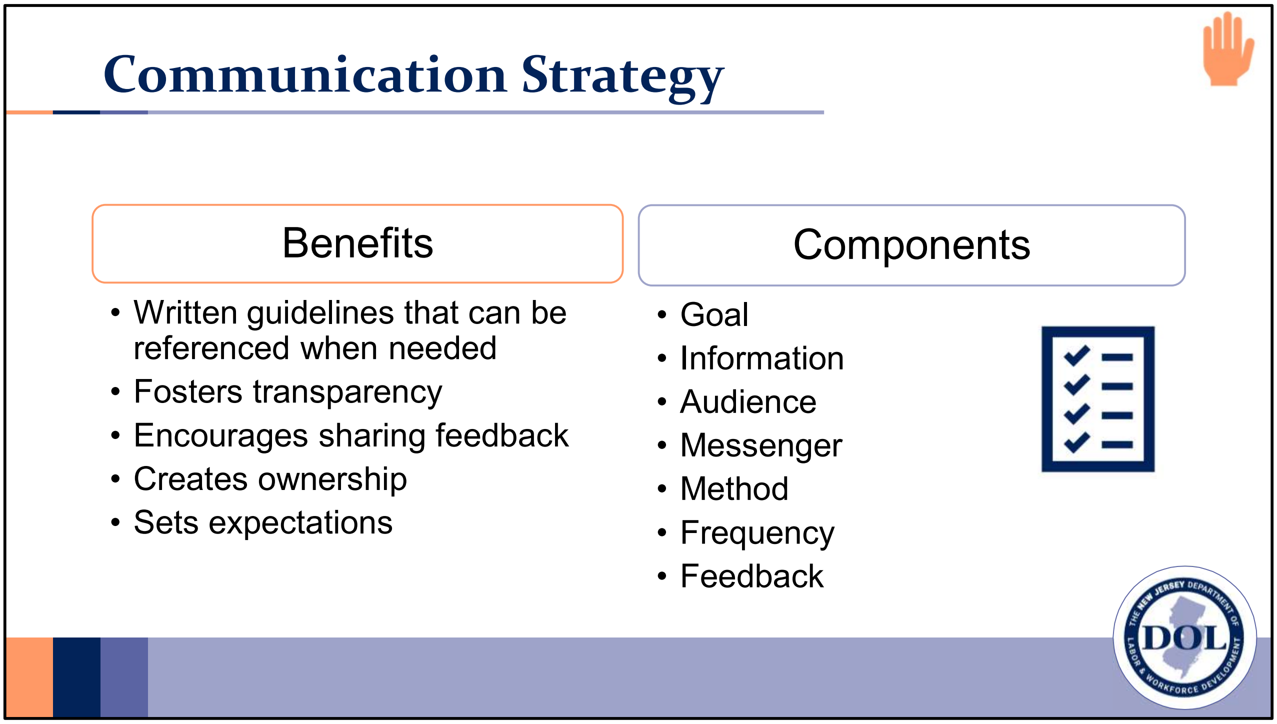
- Fiscal should double check all invoices before check is cut.
    - We also suggest that the fiscal team double checks the file—specially the Participant Training Plan, to ensure the expected reimbursement amount is the amount agreed upon.
    - This should be checked by the Job Developer before it gets submitted but having a second set of eyes helps protect against fiscal mistakes, which are hard to correct.

- As mentioned in the best practices, there are practices for both the business team and the fiscal team to implement.

- In order to have a successful WBL Program, Job Developers and Fiscal need to work harmoniously to serve customers: employers and candidates. Working together as a team is a critical piece of implementing WBL programs.

- There are a few things you can do to promote and enhance teamwork:
- Be mindful of timeframes
  - Keep in mind that everyone is busy, and everyone has multiple responsibilities, so be mindful about turn around times for completed tasks.
  - Also, keep in mind both departments are serving employers, so you must work timely to address their needs or concerns.
- Understand responsibilities
  - Keeping both teams in the loop about responsibilities is key.
  - Sharing details about what each team is responsible helps foster awareness about workload.
- Communicate expectations
  - Each department needs to be on the same page in order to successfully work together.
  - Sit together to discuss what expectations should be and to ensure they are realistic.

- Keep the goal in mind
    - At the end of the day, both teams have the same goal: to help customers.
    - Use this goal as a way to unify the teams.
- Develop a communication strategy
    - A communication strategy can help manage expectations and foster understanding.



- A communication strategy is an outline of how you're going to communicate important information to key stakeholders throughout a project. This is different from a marketing strategy—this is not about how you are going to market WBL Programs, only how you are going to communicate internally and externally about WBL program. You can use a communication strategy with internal audiences, such as other departments and external audiences, such as employers.
- Regardless of the project or the audience, every communication strategy has the same benefits.

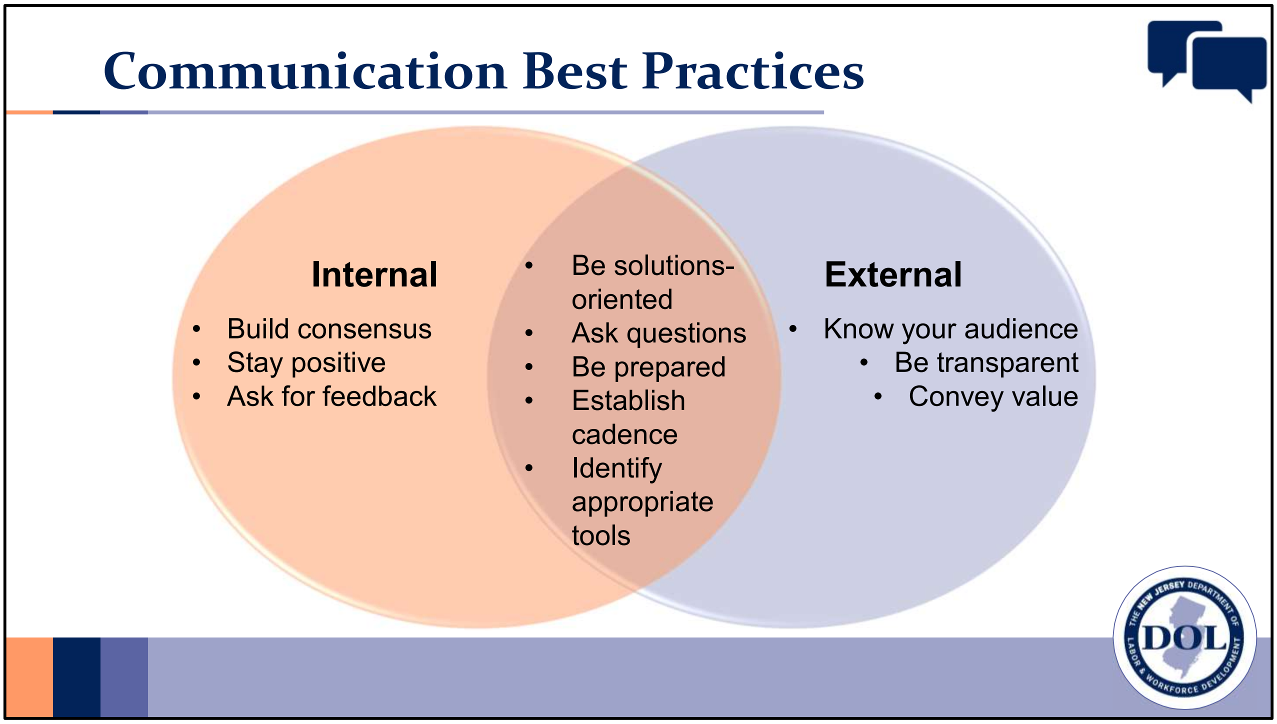
- Benefits of a communication strategy are:
- Creating written guidelines every team member can turn to at any time
    - This allows a general understanding of communication practices
- Fosters transparency throughout the project
    - Every person involved in the project knows what the others are responsible for
- Encouraging the sharing of feedback to increase productivity and to avoid making the same mistakes
    - Working together to find better ways to accomplish tasks and refine communication processes
- Getting everyone to take ownership of their roles

- Written tasks that are shared with everyone creates accountability to follow-through
- Setting expectations for each task, no matter how minor they may seem
  - Everyone knows what is expected so it minimizes misunderstandings

- A communication strategy has a lot of great benefits to help foster internal teamwork and enhance internal and external communication. If you do not have a communication strategy in place when communicating with employers about WBL or even internally, it is a good place to start the process to ensure you are collaborating and working together. Determining the cadence of communication should be a first step when completing WBL contracts.

- Components of a communication strategy:
- Goal
  - What is the goal of the communication?
  - Why is this information being communicated?
- Information
  - What is being communicated?
  - What is the topic being discussed?
- Audience
  - Who is the stakeholder?
  - Who is the information for?
- Messenger
  - Who is providing the information?
  - Who is responsible for the communication?
- Method
  - How is it occurring?
  - How is the communication happening? Over the phone? In person? Via email?
- Frequency
  - How often is it occurring?
  - Does it need to be communicated just once or on a reoccurring basis?
- Feedback
  - Stay open minded to feedback about adjustments needing to be made to the communication strategy
  - Adjust the communication strategy as appropriate

- Working through a communication strategy allows everyone involved to be informed, accountable, and on the same page.
- Having a communication strategy is ideal when determining how to communicate information about WBL programs and contracts.



- There are a lot of different audiences that could be targeted when we are communicating information about performance data, budget figures or just the general details of WBL programs. Basically, there are a lot of stakeholders that are interested in the information about WBL programs.
- Knowing your audience is key when discussing WBL programs.
- There are a lot of considerations to take into account when thinking about how to best communicate with a specific audience. Here are a few best practices :
- Internal:
    - Build consensus
        - In your team, you always want to create an acceptable solution or method that all team members can support
        - Everybody can’t get exactly what they want, but you should strive to make sure the decision or path-forward is acceptable enough for all team members to support
    - Stay positive
        - Manage your tone and attitude. It can be easy to become negative and problem-focused when presented with challenges
        - Remember, that you and your team have separate roles, but all have same goal

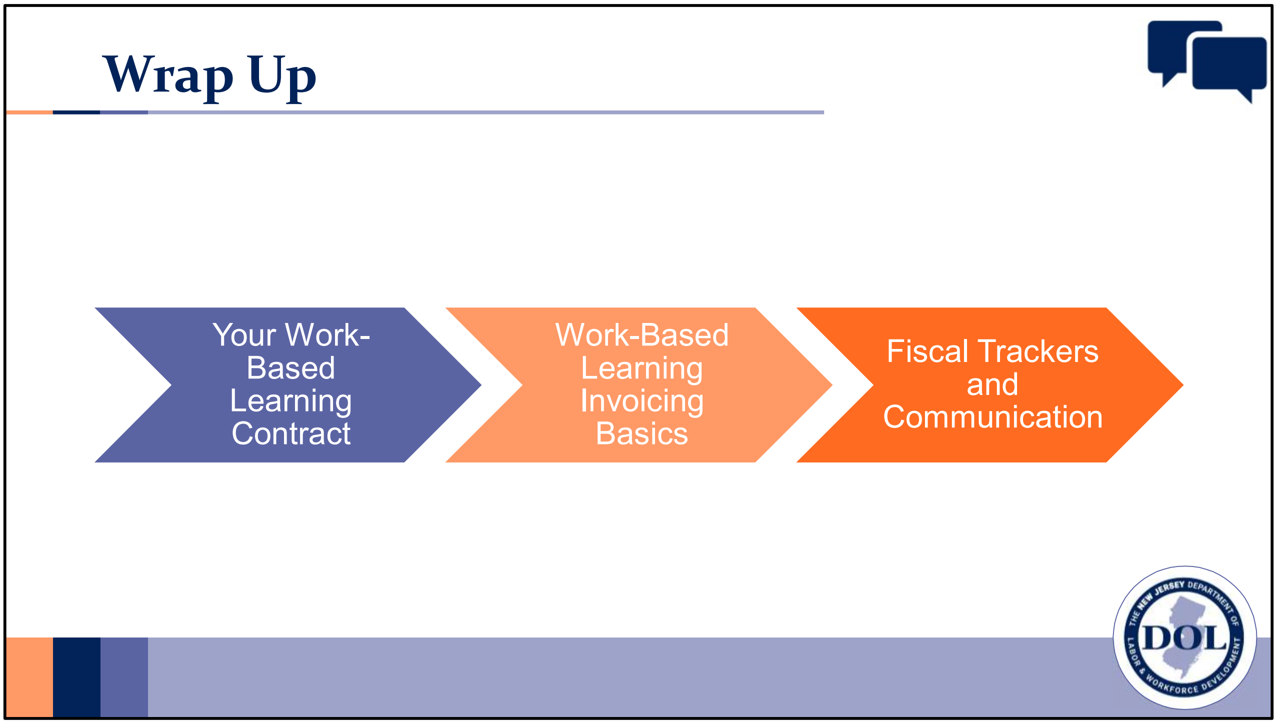
- Ask for feedback
  - Continuously improve your WBL program by probing for feedback on processes, action-steps, and even communication style

- External:
  - Know your audience
    - Knowing your audience allows you to tailor your message accordingly and fosters effective communication
    - You should communicate differently with an employer who you have not worked with before or had a prior poor experience with WBL programs vs an employer who you have a great relationship with and have worked with a lot
  - Be transparent
    - Don't over-promise! Know the limits with WBL. You can help businesses—you are supposed to help businesses, but only in a specific way
    - It is okay to say "no, but…" or "no and…"
      - ✓ Don't shut down the conversation, but be realistic on what you can deliver and the ways you can help
    - Stay general and give examples. Don't give dollar amounts—funds change year to year and the eligibility of those funds can change as well
    - Also, keep in mind both customers—employers and candidates when prioritizing need. Your goal is to not only help businesses, but also the candidate, and it is okay to let the employer know that
  - Convey value
    - Creating value between WBL programs and employers is a great way to increase customer satisfaction and provide a positive customer experience
    - Understanding what the employer values and then communicating how WBL program supports that value is a great way to communicate information about WBL programs to employers
- Best practices for both internal and external are:
  - Be solutions-oriented
    - With every obstacle, bring a solution to the table
    - Staying focused on how to resolve issues instead of getting absorbed with fault or blame will foster better internal teamwork
    - Providing solutions to problems is a great way to sell WBL programs to employers—remember, WBL programs can be solutions to employer's pain points
  - Ask questions
    - You are providing information, but asking questions provides an understanding of how you should frame the information provided
      - ✓ Answer the question: how is the information relevant to the person you are providing information to?
    - Stay curious and relay information in a way of asking questions. Always ask yourself, "can this be done another way?"
    - The only way you know the right solution is by asking questions to

understand the need/challenge/pain point

- Be prepared
    - Always be prepared for meetings, internally and externally
    - Do whatever 'homework' is necessary before hand in order to demonstrate credibility
    - Being prepared allows you to communicate clearly and concisely
- Establish a communication cadence
    - With a communication strategy, you are able to determine the cadence in which you communicate with different audiences
    - Determining the frequency and method of communication provides a common understanding and sets expectations for everyone involved
- Identify appropriate communication tools
    - Identifying the appropriate method or tool used in communications with internal and external stakeholders enhances your communication by ensuring all communication is done in an efficient and effective way
    - It also allows for an easy escalation of communication in case the current tool is not working
        - ✓ Can escalate from email to phone and then phone to in-person

- Remember that this is not an exhaustive list
- Keep these best practices in mind when communicating about WBL programs, both internally and externally.



- Your Work-Based Learning Contract
  - Master agreement + Participant Training Plan = WBL Contract
    - Standardize documents help file integrity
    - Gets everyone on the same page
  - Auditing and monitoring need to occur frequently
    - Review file before action gets taken
- Work-Based Learning Invoicing Basics
  - Get monthly invoices with progress reports
  - Set a schedule to ensure timely reimbursement
- Fiscal Trackers and Communication
  - Track fiscal spending for WBL contract in one place, with expenditures and obligations
  - Business team and fiscal team to work together
  - When communicating performance, use a communication strategy and adjust style based on audience

Thank You!