



YOUTH WORK EXPERIENCE POLICY (Approved December 15, 2017)

Purpose

Work Experience (WEX) is defined in Section 681.600 of the final rules for WIOA as follows:

“(a) Work experiences are a planned, structured learning experience that takes place in a workplace for a limited period of time. Work experience may be paid or unpaid, as appropriate. A work experience may take place in the private for-profit sector, the non-profit sector, or the public sector. Labor standards apply in any work experience where an employee/employer relationship, as defined by the Fair Labor Standards Act or applicable State law, exists.

Consistent with § 680.840 of this chapter, funds provided for work experiences may not be used to directly or indirectly aid in the filling of a job opening that is vacant because the former occupant is on strike, or is being locked out in the course of a labor dispute, or the filling of which is otherwise an issue in a labor dispute involving a work stoppage. Work experiences provide the youth participant with opportunities for career exploration and skill development.

(b) Work experiences must include academic and occupational education. The educational component may occur concurrently or sequentially with the work experience. Further academic and occupational education may occur inside or outside the work site.”

This policy only applies to those youth in summer employment opportunities and other employment opportunities available throughout the school year, internships, and job shadowing.

Participant Selection Criteria

- Potentially open to WIOA youth enrollees at any level of employment plan
- Youth are assessed at a minimum through the NCWorks Objective Assessment (to determine needs), the Test of Adult Basic Education (TABE) (to determine academic level), and a Career Interest Inventory (to

- determine workplace assignment). The local area also has access to WorkKeys, Prove-It, and a variety of other interest inventories if needed
- Youth must complete an Individual Employment Plan (IEP) with their case manager; based on this IEP and the above assessment, the case manager will determine if WEX is a suitable activity for meeting the goals and objectives in the IEP
 - Youth WEX must be combined with other activities enhancing employability, including but not limited to academic and occupational education
 - Completion of work readiness components as directed by career developer and identified in IEP
 - Placement in occupational field consistent (where possible) with career objective identified in individual employment plan and with Career Interest Inventory assessment results

Participant Requirements/Limitations

- Maximum allowable hours for any individual in year-round subsidized work experience or internships are 150. This maximum can be waived on a case-by-case basis with written justification from contractor leadership. In addition, in the event of a summer youth WEX program the maximum hours may be extended to 200 with WDB leadership approval.
- Participants enrolled in skills training may participate in WEX as class schedule permits
- Balance of weekly time to be programmed by young adult case manager and may take place in conjunction with at least one of the following classroom-based activities: work readiness training, academic training and GED preparation, or occupational training
- Young adult case manager will evaluate activities on a regular basis – participants not adhering to the individual employment plan may be removed from WEX activity as appropriate
- Individuals participating in WEX must be compensated at the same rates, including periodic increases, as trainees, or employees who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skills. The rates may not be lower than the higher of the federal or state minimum wage. Contract management staff will be responsible for approving wage rates after conducting sufficient labor market research. These wage rates will be monitored by the WDB.

Worksite Organization Requirements/Limitations

- Worksite organizations must complete the Worksite Agreement
- Worksite Agreement with the worksite organization must include individualized soft skill and/or skill-specific competency objectives, as

appropriate for each participant, to be evaluated at completion of the work assignment. Monthly follow-up contact will be made to provide ongoing assistance.

- Youth WEX may not be used to encourage or induce relocation of a business. In the case of a business that has relocated resulting in job losses at the previous location, then WEX may not be used at that business for a minimum of 180 days
- Worksites must consent to regular monitoring visits designed to ensure adherence to policy
- Specific responsibilities of the worksite employer are detailed in the worksite supervisor manual.

Attachment A

- Youth WEX Worksite Request Form that is completed by potential worksite organizations

Attachment B

- Youth WEX Training Plan and Performance Evaluation Form

YOUTH WORK EXPERIENCE POLICY
Attachment A

Workforce Innovation and Opportunity Act (WIOA)

WORK EXPERIENCE WORKSITE AGREEMENT

This establishes an agreement between ___
NextGen Young Adult Services, operated by Educational Data Systems, Inc. (EDSI)
and (WIOA Young Adult Services Provider)

(Name of Worksite) Please select: Public Non-Profit Private for Profit

herein after referred to as “Worksite” "to provide employment and training services to customers in the WIOA Work Experience Program, authorized and funded under the Workforce Innovation and Opportunity Act of 2014. The WIOA Yong Adult Services Provider and the “Worksite “will work together to enhance the employability of the Work Experience customers by:

- Providing well supervised, well structured, and meaningful work experience,
- Increasing customer knowledge of work readiness skills and experience with proper work habits,
- Where possible, work experience will be consistent with each enrollee’s capabilities and interests
- Work experience should also aid in the development of skills and work habits that will assist each enrollee in obtaining self-sufficient unsubsidized employment in the future.

ASSURANCES – The WORKSITE Agrees to:

1. Host only those customers referred to and declared eligible to the Worksite by the WIOA Young Adult Services Provider as WORK EXPERIENCE customers.
2. Comply with rules and regulations governing the INSPIRE Program and WIOA.
3. Comply with the Fair Labor Standards Act and appropriate North Carolina State and Federal Labor Laws.
4. All rules and regulations governing the work experience program under WIOA will be upheld.
5. All work activities will be in compliance with current child labor laws.
6. The worksite activities will be in compliance with ADA and OSHA regulations.
7. Inform customers of supervisor's name, role and responsibilities and provide the young adult the opportunity to relate any problems that might arise to that supervisor.
8. Assign tasks to the young adult on a daily basis.
9. Provide contingency plans for inclement weather when regular Worksite is designated as out-of-doors.
10. Provide adequate supervision to customers at all times. When the regular Worksite Supervisor is unavailable, an alternate supervisor will be designated. There will be adequate full-time supervision of each enrollee by qualified supervisors.

11. Assure that sufficient equipment and/or materials are available to carry out work assignments.
12. Provide enough meaningful work experience to keep enrollees fully occupied and busy during work hours.
13. Work will be conducted in a safe and sanitary work environment.
14. Maintain and certify as accurate, records of customer's time and attendance, as determined by the WIOA Young Adult Services Provider. All time recorded on time sheets will be verified with the supervisor's signature.
15. Assure that customers will not be paid for unexcused absences, lunch breaks, hours not worked or recreational activities not approved by the WIOA Youth Services Provider.
16. Notify the WIOA Youth Services Provider within 24 hours of any accidents, special situations or unusual occurrences.
17. Evaluate each customer as agreed upon and required by the WIOA Young Adult Services Provider.
18. Comply with assurances, reporting, monitoring and evaluation systems required by the WIOA Young Adult Services Provider.
19. Provide young adult workers with appropriate breaks and lunch hour.
20. Ensure that placement of youth at the worksite will not result in a reduction of existing services or staffing with the organization/company, that it will not impair collective bargaining agreements, and that it will not impact the profit margin for a for-profit company.

ASSURANCES – The WIOA Young Adult Services Provider Agrees To:

1. Provide orientation to the work experience customers on program purposes and policies and procedures.
2. Provide Worksite with a list of eligible customers who are available to work at the Worksite.
3. Provide the Worksite with instructions and procedure forms as may be required.
4. Assure that immediate Worksite Supervisors and their alternates will receive orientation as to their duties and responsibilities.
5. Ensure customers are eligible for the program and that each customer has proper working papers as required.
6. Notify Worksite in case of any change in any customer's status and availability to work.
7. Provide labor market information, career exposure activities, counseling and supportive services to the participants as determined to enhance the program for the participant and necessary to meet state and federal guidelines.
8. Be considered the employer of record and provide worker's compensation in statutory limits to any customers volunteering with Worksite. All customer wages shall be the sole responsibility of WIOA Young Adult Services Provider and will be paid by check/or direct deposit and checks will be distributed/delivered on a bi-weekly basis.
9. The Worksite shall, at its discretion, terminate any customer or program participant with the Worksite if, for any reason, the Worksite deems the termination necessary.

10. Monitor the program according to WIOA Guidelines.
11. Provide technical assistance in programmatic aspects.

This agreement will be maintained at the worksite and available for review by the WIOA Young Adult Services Provider, federal, state, and local area monitors.

TERM: This agreement will take effect on _____ and terminate no later than _____.

_____ Total training hours per customer shall not exceed 150 hours.

DRUG FREE WORKPLACE:

The worksite and the WIOA Young Adult Services Provider shall maintain a policy of a drug free workplace. All enrollees shall sign a certification during the application process acknowledging that they understand the WIOA Young Adult Services Provider's drug free policy and agree to abide by the provisions of that policy.

SUPERVISION:

All worksite supervisors must be experienced in the job to be performed and provide training to the customers. Worksite supervisors will encourage good working habits, positive attitudes about work, and will encourage enrollee(s) to return to or continue in school. Worksite supervisors will complete customer evaluations and assist the WIOA Young Adult Services Provider in documenting work readiness indicators.

TIME, ATTENDANCE AND COMPENSATION:

Accurate time and attendance records will be kept by the supervisor on each customer and will reflect the time actually worked. ***Participants will not be paid for absences, recreational activities, or hours not worked, with the exception of pre-arranged release time for job development, motivational or educational programs or assessment. Under no circumstances should any customer work over 40 hours in a week.*** Using time sheets provided by the program operator, participants shall sign in when reporting to work each day, sign out for lunch, and sign in when returned from lunch and sign out at the completion of the specified number of hours each day as described in this agreement. No one else is allowed to sign a customer in or out. Time and attendance records will be signed at the end of each week by the customer and the supervisor, whose signature is to certify the accuracy of the time sheet.

The participant(s) will be paid \$_____ per hour. Young Adult participants will be paid by check. The check will be (please choose one):

- ➡ Mailed to the customer's home address _____
- ➡ Received (signed for) by the customer with proper identification _____

All references to payment to customers or any program participants shall be the sole responsibility of the WIOA Young Adult Services Provider. Any customer or program participant under this agreement is a volunteer of the Worksite and has no expectation of compensation from the Worksite.

PROPERTY DAMAGE AND GENERAL LIABILITY:

The NCWorks Career Center – Guilford County, operated by **Educational Data Systems, Inc.** (WIOA Young Adult Services Provider) shall indemnify, hold harmless and defend the Worksite, its employees, agents and representatives from and against any and all claims or damages directly or indirectly arising out of or resulting from or related to this agreement.

CAREER COUNSELING:

Each work experience participant will receive career counseling and work readiness skills. The worksite supervisor will cooperate fully to assure that each youth receives the required amount of worksite skills.

MONITORING:

Each work experience worksite will be monitored by the WIOA Young Adult Services Provider staff and the local area staff. The Worksite supervisor shall maintain current and accurate time and attendance records, as well as, a list of current worksite activities and will cooperate fully to provide monitors and other program operator staff with worksite information as required in a timely fashion. The WIOA Young Adult Services Provider shall also perform and document monitoring visits on a weekly or monthly basis depending on length of work experience.

JOB TITLES/SUPERVISORS:

Work activities will be performed under the supervision of the person(s) listed below:

Supervisor	Job Title	Alternate Supervisor
1.		
2.		
3.		

The activities will be performed according to a scheduled work plan. Each participant must have a clearly defined job description. If the activities of the worksite change, the worksite supervisor agrees to notify the WIOA Young Adult Services Provider immediately so that this agreement may be modified. In the event of a temporary or permanent change in the worksite supervisor or the alternate supervisor, please contact the WIOA Youth Services Provider.

The workdays and hours for the worksite are:

AUTHORIZED SIGNATURES:

WIOA Young Adult Services Provider Name

Worksite Name

WIOA Young Adult Services Provider Signature

Worksite Authorized Signature

Address: _____

Address: _____

Telephone Number: _____

Telephone Number: _____

Fax Number: _____

Fax Number: _____

Email: _____

Email: _____

Cell Phone Number: _____

Cell Phone Number: _____

Address of Actual Worksite if Different From Worksite Name Listed Above:

Worksite Name:

Address:

Telephone Number: _____ Fax Number: _____ Email: _____

YOUTH WORK EXPERIENCE POLICY
Attachment B

**Worksite Training Plan and
Performance Evaluation**

Trainee Information

Training plan for _____

Job/Occupation _____

Evaluation Period: *From* _____ *to* _____ Evaluation

Purpose of Evaluation

This worksite performance evaluation is to provide feedback on your current performance and ways in which you can continue to improve upon your skills.

You have agreed to learn, practice and demonstrate the skill areas listed. For each skill area, there is a rating of your current performance with comments on how you have demonstrated use of the skill and/or how you can continue to improve on that skill.

Definitions of Ratings

Exceeds Expectations	Consistently exceeds job requirements and workplace expectations; nearly ideal employee; job very well done.		
Meets Expectations	Usually meets job requirements and workplace expectations; good employee; job generally well done.		
Doesn't Meet Expectations	Frequently fails to meet job requirements and workplace expectations; potentially good employee with additional training; much room for improvement.		
Goal #1	Doesn't Meet Expectation	Meets Expectation	Exceeds Expectation
Resources Learning Objective			

<i>Comments</i>			

Goal #2	Interpersonal Learning Objective	Doesn't Meet Expectation	Meets Expectation	Exceeds Expectation
<i>Comments</i>				

Goal #3	Technology Learning Objective	Doesn't Meet Expectation	Meets Expectation	Exceeds Expectation
<i>Comments</i>				

Goal #4	_____ Learning Objective	Doesn't Meet Expectation	Meets Expectation	Exceeds Expectation
<i>Comments</i>				

Goal #5	_____ Learning Objective	Doesn't Meet Expectation	Meets Expectation	Exceeds Expectation

<i>Comments</i>			

Goal #6 _____ Learning Objective	Doesn't Meet Expectation	Meets Expectation	Exceeds Expectation
<i>Comments</i>			

Additional Goals may be attached in separate document and should be evaluated using the same scale as above.

Overall observations and comments

<p>This performance evaluation has been discussed with me and I certify that I have received training in the skills listed.</p> <p>_____</p> <p>Young Adult Signature Date</p>	<p>I have discussed this performance evaluation with the intern and certify that I have evaluated the skills objectively.</p> <p>_____</p> <p>Supervisor Signature Date</p>
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