

**APRIL 18, 2022**

**TO:** All Western Piedmont Workforce Development Area (WPWDA) Title I  
Youth **Service Providers**

**SUBJECT:** Youth Work Experience Policy

**EFFECTIVE DATE:** Immediately

**EXPIRATION DATE:** Indefinite

**CONTACT:** Workforce Development Program Administrator

*Wendy Johnson*

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Wendy Johnson  
Workforce Development Director

***Serving Alexander, Burke, Caldwell and Catawba Counties***

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The Western Piedmont Workforce Development Board does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.

## YOUTH WORK EXPERIENCE POLICY

**PURPOSE:** This policy clarifies that Local Area Workforce Development Boards have two years to expend current program year Title I Youth formula funds (referred to as youth funds) and attain a 20 percent expenditure rate. Workforce Innovation and Opportunity Act (WIOA) requires that local Title I NEXTGEN programs expend not less than 20 percent of allocated youth funds to provide in-school youth and out-of-school youth with paid and/or unpaid work experiences. *To rescind Western Piedmont Workforce Development Area Youth Work Experience Policy dated September 30, 2021.*

**BACKGROUND:** WIOA Title I defines work experience as planned, structured learning experiences that take place in a workplace for a limited period of time. 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. Work experiences provide the Title I Youth participant (hereafter referred to as participant) with opportunities for career exploration and skill development. Work experiences must include academic and occupational education.

**PROCEDURES:** WIOA Title I Youth **Service Providers** (hereafter referred to as NEXTGEN Business Service Representative, Career Advisor **and/or service provider**) are to follow the WIOA Title I Work Experience Guidelines outlined in this policy statement.

All paperwork related to the work experience should be uploaded into the participants file in ncworks.gov, including the Work Experience Participant/Worksite Agreement (Attachment A), Work Experience Participant Progress Evaluation (Attachment B), and Work Experience Time Sheet (Attachment C). These attachments must have original signatures by the participant, employer & NEXTGEN Business Services Representative (BSR). Electronically generated signatures will not be accepted, unless there is widespread reason that participants are not allowed to enter a NCWorks Career Center or meet in person.

NEXTGEN BSR/Career Advisor shall complete the Work Experience Program Information form (Attachment D) and submit to the WPWDA Program Coordinator in order for the Work Experience Program to be set up in ncworks.gov. If the worksite business is not listed in ncworks.gov as a Provider, the NEXTGEN BSR/Career Advisor shall complete the NCWorks New Provider Request (Attachment E) and submit to the WPWDA Program Coordinator to set up.

## **YOUTH WORK EXPERIENCE GUIDELINES**

### **Work Experience (WEX) Assessment and Training Plan**

Work experiences may be assigned to a participant as determined appropriate by the NEXTGEN Career Advisor. The participant's need for work experience is determined through the objective assessment, review of work history or lack thereof, and through development of their Individual Employment Plan. If a need for work experience exists on the path to unsubsidized employment, then a work experience will be sought.

The work experience will be related to the participant's career interest as detailed on the participant's Individual Employment Plan and results of completed assessments in ncworks.gov. If the participant has no work experience, then an appropriate work experience will be offered. Work experience will be offered in combination with academic skills training, employability skills training and/or occupational skills training. If occupational skills training is completed, the work experience placement should be training related.

The training outline and detailed job description will be developed for each work experience to guide the employer/supervisor, the participant and the NEXTGEN Career Advisor. The training outline and detailed job description will be on the Work Experience Participant/Worksite Agreement (Attachment A).

A Work Experience Participant/Worksite Agreement (Attachment A) can be up to 400 hours in length at an appropriate worksite. Approval is required by the WPWDB Program Administrator for hours in excess of 400 or for multiple work experience placements. Participants may be assigned to an appropriate worksite for up to 40 hours per week.

Participants assigned to a work experience will be evaluated at the mid-point and at the end of the work experience to document progress (see Work Experience Participant Progress Evaluation (Attachment B)). Wage increases are possible with an appropriate evaluation and a recommendation of the employer.

Participants may be transitioned into an On-the-Job Training contract if appropriate or into unsubsidized employment after work experience. The NEXTGEN Career Advisor will monitor the work experience and will be ready to assist as needed to make it a positive experience for the participant and the employer.

If a work experience does not work out due to reasons outside of the participant's control, a new work experience may be assigned.

### **Youth Work Experience Opportunities**

Pursuant to WIOA section 129(C)(2)(C), local Workforce Development Boards are required to offer youth programs that involve paid and/or unpaid work experiences that have a component both academic and occupational education. The educational component may occur concurrently or sequentially with an assigned work experience. Further academic and occupational education may occur inside or outside the work site. Work experiences provide the participant with opportunities for career exploration and skill development.

Work experiences may include:

- Summer employment opportunities and other employment opportunities available throughout the school year.
- Pre-apprenticeship programs
- Internships and job-shadowing
- On-the-job training opportunities (requires co-enrollment with the WIOA Adult program)

Recognized best practices for engaging youth in work experience:

1. NEXTGEN Career Advisor prepares youth for work experiences through training and guidance in soft skills. Title I Youth programs engage young adults in training or class activities that develop these soft skills. This may include learning about professional work culture, working in teams, interpersonal skills, and communication.
2. NEXTGEN Career Advisor ensures that youth have appropriate technical skills or hard skills needed for specific career pathways or work settings. Youth will learn skills specific to an occupational sector.
3. NEXTGEN BSR devotes significant time to developing and maintaining relationships with employers. The NEXTGEN BSR may handle all aspects of employer relations, from making an initial inquiry about partnering to establishing Work Experience Participant/Worksite Agreements (Attachment A) with employers, to responding to any employer concern during the work experience.
4. NEXTGEN BSR and Career Advisor clearly communicate what is expected of employers, youth, and families before the start of a work experience to include mentoring the youth and providing feedback to the BSR. Some programs like Working Smart, address the importance of work in life, how the program helps youth make a successful transition to work, what employers expect of workers, and how to appropriately interact with employers.
5. NEXTGEN BSR and Career Advisor carefully match youth to work experience opportunities based on individual interests and skills. Making the right match increases the success of the work experience by ensuring that youth feel motivated from the start to participate fully.
6. NEXTGEN BSR and Career Advisor(s) provides on-going support to youth and employers throughout the work experience. To ensure a work experience is successful for everyone involved, NEXTGEN staff maintain communication with both the youth and employers from the first, to the last day of the WEX.

## **Youth Work Experience – 20 Percent Spending Requirement**

**Service providers** must expend not less than 20 percent of the youth funds allocated to them to provide in-school and out-of-school youth with paid and/or unpaid work experiences.

**Service providers** must track program youth funds spent on paid and unpaid work experiences, including wages and staff costs for the development and management of work experiences, and report such expenditures as part of their WIOA Title I Youth financial reporting.

The percentage of youth funds spent on work experience is calculated based on the youth funds expended for work experience, rather than calculated separately for in-school and out-of-school. The 20 percent spending requirement is calculated after administrative costs have been subtracted from the total amount of youth funds.

## **Wages and Stipends**

Individuals participating in a work experience opportunity 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. WEX payments are based on the availability of youth funds.

A flat rate wage applied to all individuals participating in a paid work experience opportunity (e.g. \$8.00 per hour for all participants) would not be allowed if there are trainees or employees who are similarly situated in similar occupations with the same employer who receive wages that differ from the flat rate wage.

Wage requirements under the Fair Labor Standards Act (FLSA) apply to all youth employed under WIOA. The FLSA applies to the extent that the activities performed in the work experience constitute employment.

## **Choosing a Worksite**

Matching a participant with the appropriate worksite is critical to a successful WEX job assignment. Worksite supervisors need to have a clear understanding of the objectives of the WEX job assignment and realistic expectations of the work products and productivity that a participant may demonstrate. The participant must have adequate supervision, as any other entry-level employee. The worksite must be willing to allow Workforce Development Board staff, the North Carolina Division of Workforce Solutions and/or US Department of Labor to perform onsite monitoring to ensure compliance with the worksite agreement, as well as, to monitor the progress of the participant.

The NEXTGEN BSR should use discernment when choosing worksites. When choosing employers, analyze the “value-added” contributions an employer is willing to make to the experience for the participant. Examples of such contributions are structured development/refinement of work readiness skills, provision of on-site educational services, and exposure to enhanced skill training and mentoring.

The Division of Workforce Solutions strongly discourages the practice of placing participants in workforce training located at the board office, NCWorks Career Center(s), or administrative entity due to the potential of conflicts of interest. Placement at these locations should only be allowed where there is specific documentation in the participant’s file that the particular experience meets the participant’s career goals and skill needs *and* there is no other placement opportunity available.

A worksite shall be deemed as appropriate if they agree:

- To provide a safe work environment.

- To provide enough meaningful work experience to keep participants fully occupied during work hours.
- To provide adequate supervision of the participant by qualified supervisors.
- That all activities will be in compliance with current Fair Labor Standards.
- To provide orientation that includes the organization's policies, specific job tasks and safety regulations.
- To consult appropriate NEXTGEN staff regarding any difficulties arising at the worksite.
- To complete the Work Experience Participant Progress Evaluation (Attachment B) at the mid-point and final of the WEX.
- That all rules and regulations governing WIOA will be upheld.

## **Skills Analysis**

An individualized WEX skills analysis must be performed to determine the acquisition of skills the participant does not already possess. Skills the participant may have acquired from previous work or life experiences are potentially transferrable and can be used in every occupation, regardless of the type of work. Transferrable skills are unlike job-related skills, which tend to be used only in one type of work.

This analysis will contain occupationally specific skills the employer requires for competency in the WEX occupation. An analysis of the trainee's prior work history, transferrable work skills, and the job skills gained must be compared to the job skills/job description the employer requires in the WEX occupation. The resulting gap in skills will be the basis for the development of the WEX.

## **Work Experience Participant/Worksite Agreement**

The Work Experience Participant/Worksite Agreement (Attachment A) is between the WPWDB NEXTGEN Program and the employer that articulates the learning that is to take place, the length of the WEX and the academic and/or occupational competencies to be obtained. The Work Experience Participant/Worksite Agreement (Attachment A) must be completed and signed prior to the start of the WEX.

The purpose of the Work Experience Participant/Worksite Agreement is to establish a formal training relationship with a worksite, to specify the responsibilities of each party to the agreements, and to provide a successful, enriching WEX for the participant. The signed original of the Work Experience Participant/Worksite Agreement (Attachment A) should be on file at the worksite and the NEXTGEN BSR/Career Advisor should maintain all WEX documents and case notes in ncworks.gov.

The Work Experience Participant/Worksite Agreement (Attachment A) requirements:

1. Work Experience Worksite Agreement (Attachment A) require that the wages paid to participants be at least the prevailing entry wage for any specific occupation in the community.
2. The employer must comply with requirements of the Civil Rights Act with respect to equal opportunity in employment for the WEX position, as well as comply with all federal, state, and local laws.

3. The **service provider** must have Worker's Compensation Insurance coverage and make federal and state tax withholdings as required by law, as applicable. In addition, the individual trainee payroll tax records must be maintained and available for review for a minimum period of 5 years after the end of the training period. (North Carolina Workers' Compensation Act requires all businesses that employ three or more employees, including those operating as corporations, sole proprietorships, limited liability companies and partnerships, obtain Workers' Compensation Insurance or qualify as a self-insured employer).
4. Conditions of employment and training will be in full accordance with all applicable federal, state, and local laws (including but not limited to health and safety laws), and be appropriate and reasonable with regards to the type of work undertaken and the proficiency of the participant.
5. The employer must certify that the participant will not displace any regular employee of the employer and that no person was displaced as a result of the relocation of the current business within the previous 120 days of signing the WEX Worksite Agreement (Attachment A).
6. The WEX employer will agree to adhere to WPWDA grievance process if a complaint arises in connection with the WEX participant and/or the training.
7. WEX participants will not be employed to carry out the construction, operation or maintenance of any part of a facility that is used or to be used for sectarian instruction or as a place for religious worship, or be required to participate in religious activities.
8. Participants may not enter a WEX position if a member of his/her family is engaged in an administrative capacity with the WEX employer, including a person with selection, hiring, placement, or supervision responsibilities for the WEX trainee.
9. The **service provider** (NEXTGEN) must certify that neither the WEX employer nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation by any federal department or agency.
10. A participant may not be trained under a WEX Worksite Agreement (Attachment A) at a particular employer if:
  - a. Any other individual is on layoff from the same or substantially equivalent job;
  - b. The employer has terminated the employment of any regular, unsubsidized employee, or otherwise caused an involuntary reduction in its workforce with the intention of filling the vacancy so created with the WIOA participant; or
  - c. The job is created in a promotional line that infringes in any way on the promotional opportunities of currently employer workers.

11. In the event the WEX hours exceed the “terminate no later than date” on the Work Experience Participant/Worksite Agreement (Attachment A), NEXTGen Staff must complete the modification section and sign and date along with the worksite supervisor and participant sign and date. NEXTGEN staff will need to notify the WPWDA Program Coordinator by email of the modified end date so the WEX agreement can be updated in the provider section of ncworks.gov.

A job description or training outline will be agreed upon by the worksite employer/supervisor, participant, and NCWorks NEXTGEN staff. It should include:

- A list of duties and responsibilities.
- Wage to be paid for work experience.
- The days and hours to be worked (Participants who work 30 hours or more per week are subject to the provisions of the Affordable Care Act).

The participant should agree to:

1. Report on time and dressed appropriately as instructed by the supervisor.
2. Should the need arise for time off; the participant should follow the company policy.
3. When participant is sick or going to arrive late to work, participant will call a supervisor as soon as they know they will not be in or be late.
4. Participant will take direction from their supervisor and complete all tasks in a timely manner.
5. Participant will be a team player, demonstrating respect for his/her fellow workers.
6. Participant will ask questions or seek advice from a supervisor should questions occur on the job.
7. Participant will follow company policy regarding smoking, breaks and use of cell phone and electronic devices.
8. Participant will complete all paperwork legibly, accurately, and submit timesheets in a timely manner as required by NEXTGEN staff.
9. Participant should contact the NEXTGEN staff at any time regarding questions or concerns related to the work experience.





## WORK EXPERIENCE PARTICIPANT/WORKSITE AGREEMENT

This agreement is between the Western Piedmont Workforce Development Board NEXTGEN Title I **Service Provider** and the Worksite Business to provide training services to \_\_\_\_\_ . This work experience is funded under the Workforce Innovation and Opportunity Act (WIOA) of 2014. Under this agreement, WIOA participants are provided work experience, which is meaningful to both the participant and the worksite business. Where possible, the work experience will be consistent with each participant's capabilities and interests. Work experiences should aid in the development of skills and work habits which will assist the participant in obtaining unsubsidized employment in the future.

This agreement provides the following assurances:

1. There will be enough meaningful work experience activities/tasks to keep the participant fully occupied during work hours.
2. Work will be conducted in a safe and sanitary working environment.
3. There will be adequate full-time supervision of the participant by a qualified supervisor.
4. The NEXTGEN Title I **Service Provider** will obtain Worker's Compensation Insurance to cover all WIOA Title I participants engaged in work experience at a worksite.
5. The participating worksite will notify the NEXTGEN staff if difficulties arise which the worksite supervisor and participant are unable to resolve. NEXTGEN staff will attempt to find a mutually satisfactory solution. The NEXTGEN staff and/or worksite supervisor may recommend termination or transfer of the participant if the situation or problem is not resolved.
6. There will be adequate accountability for participant time and attendance.
7. There will be sufficient equipment and/or materials provided to carry out assignments.
8. This agreement will be maintained at the worksite and available for review by federal, state, and Western Piedmont Workforce Development Board representatives.
9. All rules and regulations governing WIOA Title I will be upheld.
10. Worksite supervisors will adhere to existing state and federal labor standards.
11. The participating worksite has not relocated this establishment and commenced operations in the past 120 days, where the relocation resulted in the loss of employment at the original location.
12. No WIOA Title I participant shall be employed or job opening filled when any other individual is on layoff from the same or any substantially equivalent job or when the worksite has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under this Act.

13. Equal Employment Opportunity and Nondiscrimination: The worksite assures that no person on the grounds of race, creed, color, disability, national origin, sex, age, political affiliation, or beliefs will be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with youth funds made available under the Workforce Innovation and Opportunity Act (WIOA).
14. NEXTGEN Title I **Service Provider** will maintain payroll responsibility.
15. Individuals participating in a work experience opportunity 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.
16. Time sheets for WEX participants are to be submitted (emailed or faxed) to NEXTGEN staff on the last day worked for the week.

**Detailed Job Description (copy of job description may be attached to the agreement):**

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**Training Outline/Specific tasks to be learned:**

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Supervision: Worksite supervisors will be responsible for day to day supervision of the participant. NEXTGEN staff will be responsible for verifying the participant and worksite progress and satisfaction. NEXTGEN staff will make regular visits to the worksite to assure progress. These visits may be made as often as necessary as needs arise by either the worksite business or the participant. The worksite supervisor agrees to contact NEXTGEN staff for any participant issues, enabling the staff to intercede on behalf of all parties.

## Participant Work Goals:

1. Report to work on time, dressed appropriately as directed by work supervisor.
2. Should the need arise for time off; the participant should follow the company policy.
3. When participant is sick or going to arrive late to work, participant will call the supervisor as soon as they know that they will not be in or be late.
4. Participant will take direction from their supervisor and complete all tasks as assigned in a timely manner.
5. Participant will be a team player, demonstrating respect for his/her fellow workers.
6. Participant will ask questions or seek advice from a supervisor if questions occur on the job.
7. Participant will follow company policy regarding smoking, breaks and use of cell phones and electronic devices.
8. Participant will complete all paperwork legibly, accurately and will submit timesheets in a timely manner as required by NEXTGEN staff.
9. Participant should contact NEXTGEN staff at any time regarding questions or concerns relating to the work experience.

This worksite agreement has been read and discussed by the worksite supervisor, participant and the NEXTGEN staff. All parties agree to adhere to the North Carolina Labor Laws, including Child Labor Statutes, if applicable. All worksites must comply with Federal Equal Opportunity regulations.

WEX payments are based on availability of WIOA youth funds.

**TERM: This agreement will take effect on \_\_\_\_\_ and terminate upon the individual reaching 400 hours.**

**Hourly Starting Wage: \_\_\_\_\_ Maximum Training Hours: \_\_\_\_\_**

_____	_____	_____
Worksite Supervisor	Contact Phone Number	Date
_____	_____	_____
Participant	Contact Phone Number	Date
_____	_____	_____
NEXTGEN Staff	Contact Phone Number	Date

**Worksite Organization and Address:**

\_\_\_\_\_

Company Name

\_\_\_\_\_

Worksite Representative

\_\_\_\_\_

Address

\_\_\_\_\_

City, State

### Work Experience Participant/Worksite Agreement Modification

WEX Agreements may require changes for which a modification is necessary. Reasons for a modification include but are not limited to:

- Extend the end date of WEX due to illness, equipment failures at the place of business or other circumstances approved by the Program Administrator.
- To correct changes in the description of the job duties.
- Cancellation.
- Participant dropped out of activity.

The Worksite and the NEXTGEN staff agree this Work Experience Participant/Worksite Agreement shall be modified as stated:

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Except as hereby modified, all other terms and conditions of this WEX remain unchanged and in full force and effect. The effective date of this modification is \_\_\_\_\_.

The Worksite & NEXTGEN staff mutually agree to abide by the terms and conditions stated and do hereby execute this modification in keeping with our respective authority.

_____	_____	_____
Worksite Supervisor	Contact Phone Number	Date
_____	_____	_____
Participant	Contact Phone Number	Date
_____	_____	_____
NEXTGEN Staff	Contact Phone Number	Date





## WORK EXPERIENCE TIME SHEET

Name: \_\_\_\_\_ Work Experience Week: \_\_\_\_\_  
 Worksite: \_\_\_\_\_ Career Advisor: \_\_\_\_\_  
 Pay Period: From: \_\_\_\_\_ To: \_\_\_\_\_

	Date	Start Time	Less Lunch Break	End Time	Daily Hours
Sunday					
Monday					
Tuesday					
Wednesday					
Thursday					
Friday					
Saturday					
<b>Total Hours for the Week:</b>					

Timesheet should be completed in **INK not PENCIL**. Timesheet with **WHITE-OUT** will not be accepted.

**Note: Participant will not be paid for time not engaged in work duties including absences, lunch breaks, vacation or holidays. Participants who work 30 hours or more per week are subject to the provisions of the Affordable Care Act. WEX payments based on availability of WIOA youth funds.**

**Time sheets for WEX participants are to be submitted (emailed or faxed) to NEXTGEN staff on the last day worked for the week.**

**I certify the above entries are an accurate representation of the participant's time worked in this pay period.**

\_\_\_\_\_  
Worksite Supervisor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Date

**I have reviewed this time sheet and certify the hours worked appear reasonable and the entries have been computed correctly.**

\_\_\_\_\_  
NEXTGEN Staff Signature

\_\_\_\_\_  
Date



### WORK EXPERIENCE PROGRAM INFORMATION

Participant Name: \_\_\_\_\_

NCWorks State Id: \_\_\_\_\_

In School Youth \_\_\_\_\_ Out of School Youth \_\_\_\_\_

Worksite: \_\_\_\_\_

Job Title: \_\_\_\_\_

O\*NET Code: \_\_\_\_\_

Start Date: \_\_\_\_\_

End Date: \_\_\_\_\_

Total Work Hours: \_\_\_\_\_

Contract Signature Date: \_\_\_\_\_

Supervisor: \_\_\_\_\_

Supervisor's Phone Number: \_\_\_\_\_

Hours per week: \_\_\_\_\_

Hourly Wage: \_\_\_\_\_

Designated Pay Period: \_\_\_\_\_

NEXTGEN Career Advisor \_\_\_\_\_

**Return to Elizabeth Hilliard at [elizabeth.hilliard@wpcog.org](mailto:elizabeth.hilliard@wpcog.org)**



## NCWORKS NEW PROVIDER REQUEST

### Provider Name

Company Name: \_\_\_\_\_

Federal Tax ID: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

### Contact Information

Contact Person: \_\_\_\_\_

Job Title: \_\_\_\_\_

Primary Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Company Website: \_\_\_\_\_

### Provider Information

Type of Business:	Health Care	Federal Government Agency
	Church	State Government Agency
	College/University	Local Government Agency
	Non-Profit	Education (Higher)
	One-Stop Office	Education (K-12)
	Private Employer	Post Secondary Education

Request Submitted by: \_\_\_\_\_

Signature

Date Submitted: \_\_\_\_\_

**Return form to Elizabeth Hilliard at [elizabeth.hilliard@wpcog.org](mailto:elizabeth.hilliard@wpcog.org)**








# Youth Work Experience Policy - Final - 4-18-22

Final Audit Report

2022-04-12

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