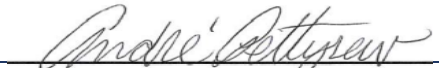
DURHAM WORKFORCE DEVELOPMENT BOARD

**Policy Statement**

# Subject: Adult & Dislocated Worker Work Experience

**PS Number:** 10-2017

**DWS Date Issued:** May 9, 2017

| | |
|---|---|
| To: | All WIOA Contractor Staff and NCWorks Career Center Staff |
| From: |  |
| | *Executive Director, Durham Workforce Development Board* |

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|---|---|
| Purpose: | To provide local Workforce Development Boards (WDBs) with additional information and clarification on guidance regarding the use, documentation, and tracking of Workforce Innovation and Opportunity Act (WIOA) Title I funds in the provision of Work Experience (WEX) opportunities for youth, adult, and dislocated worker participants |
| Reference: | Workforce Innovation and Opportunity Act (WIOA Final Rule; TEGL 21-16; TEGL 08-15; DWS PS 10-2017; |
| Background: | "Work Experience (WEX) Training" is a planned, structured learning experience that occurs in a workplace for a specified, limited period of time. The purpose of the WEX activity is to provide the WIOA Title I participant with opportunities for career exploration, skill development, and reinforcement of the work ethic.<br><br>WEX Training may include paid or unpaid wages and may be in the private for-profit sector, the non-profit sector, or the public sector. Under WIOA, paid and unpaid youth work experiences that have academic and occupational education as a component of the work experience can include a number of activities including summer employment, pre-apprenticeship, internships, job shadowing, and on-the-job training (OJT). Adult and Dislocated Worker WEX must be linked to a career goal and based upon the participant's interest and aptitude.<br><br>The intent of WEX is not to benefit the employer, although the employer may, in fact, gain from the activities performed by the participant, and in some cases may result in an employment offer. WEX activities shall not reduce current employees' work hours, displace current employees or create a lay-off of current employees, impair existing contracts or collective bargaining agreements, and/or infringe upon the promotional opportunities of current employees as defined in the Fair Labor Standards Act. |
| Action: | Local WDBs and/or service providers may use the following guidance and forms provided in the provision of Work Experience opportunities to adults, dislocated workers, and youth enrolled in WIOA services. All Local WDBs must have an approved WEX Policy. At a minimum, policies must include how the WEX hourly wage rate is determined, maximum training hours, assessment method(s), how a participant's need for WEX is determined, a worksite agreement form, a process to evaluate the performance of the WEX participant, and youth policies must state the need for academic and occupational education. |
| Contact: | Director, Durham Workforce Development Board<br>Office of Economic & Workforce Development<br>807 E. Main Street, Building 5<br>Durham, NC 27701<br>919.560.4965 |
| Attachments: | WIOA Work Experience Guidelines Sample Work Experience Agreement |

Sample Work Experience Agreement: Trainee Evaluation

Distribution: WIOA Service Providers
Durham Workforce Development Board Members
OEWD Workforce Development Staff

## Change History

| **Approval Date:** | **Effective Date:** | **Expiration Date:** | Comments: |
|---|---|---|---|
| July 25, 2019 | Immediately | Indefinite | |
| **Revision Date:** | **Effective Date:** | **Expiration Date:** | |
| March 27, 2025 | Immediately | Indefinite | |

**Work Experience – Adult & Dislocated Worker**

## Work Experience (WEX) Assessment and Training Plan

The service provider shall ensure that WEX training for WIOA Title I eligible participants is appropriate based on the needs identified by an objective and comprehensive assessment and as documented in the Individual Employment Plan/ Individual Service Strategy (IEP/ISS). The WEX IEP/ISS should clearly indicate how this activity is going to help the participant move from the WEX to unsubsidized employment or on to further training. Documentation of the need for work experience that is tied to and supported by academic and occupational education and the objectives of the work experience must be detailed in the IEP/ISS and WEX Training Plan, if one is utilized. However, adult and dislocated worker participants are not required to participate in academic and occupational education activities while enrolled in work experience.

Periodic evaluation of the participant's learning and attainment of skills during the work experience, including information about any incentive payments made, should be documented in case notes in NCWorks Online. When possible, it is strongly encouraged that the WEX and its associated training components be directly tied to the attainment of a credential and documented in the IEP/ISS. Program providers should use either O*NET or other identified programs when developing the competencies to be learned and evaluated in the WEX. The IEP/ ISS should include the job skills needed, training hours, and estimated start and end date.

The maximum duration of the work experience should be specified per program year. The determination of the duration of the WEX should be based on the academic and occupational competencies the WIOA participant needs to develop or refine and must be specified in the IEP/ISS and WEX Training Plan, if one is utilized. Academic skills training could be basic skills education or high school equivalency training. Occupational skills competencies may be gained through the WEX, HRD classes or through courses specific to the job/career/occupation in which the individual is having the work experience.

A WEX Training Plan allows service providers to monitor and evaluate the WEX. It serves as a baseline when establishing whether the needs of the WIOA participant and the employer's expectations of training and development have been met.

## Adult/ Dislocated Worker Work Experience

WIOA Title I Adult and Dislocated worker programs do not have a minimum expenditure rate. Adult/Dislocated Worker WEX focuses on learning new transferable skills and enhancing employability. The maximum period of time for an Adult/Dislocated Worker Work Experience should not exceed 6 months, except as approved by the Durham Workforce Development Board Director, and all exceptions or extensions are subject to funding availability and projected program outcomes.

## 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.

A flat rate wage applied to all individuals participating in a paid work experience opportunity (e.g. $8.00/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 rage wage.

When applicable, wage requirements under the Fair Labor Standards Act (FLSA) apply to individuals employed under WIOA. The FLSA applies to the extent that the activities performed in the work experience constitute employment. WDBs must determine whether work experience constitutes training as opposed to employment. Please contact a Certified Public Accountant for more information.

## Choosing a Worksite

Matching a WIOA 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 WIOA participant may demonstrate. The participant must have adequate supervision, as any other entry-level employee. The worksite must be willing to allow 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.

WDBs 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 strongly discourages the practice of placing participants in WEXs located at the board office, career center, 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 file that the particular experience meets the participant's career goals and skills needs AND there is no other placement opportunity available.

**Skills Analysis/ WEX Training Plan Development**

An individualized WEX skills analysis must be performed to determine the acquisition of skills that 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 that 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.

There are a number of assessment tools available that may be used to conduct a skills gap analysis and provide adequate documentation of the process utilized. These include Prove It! ™, an Internet- based assessment tool used to determine an individual's level of skills in a particular occupation and to document skill deficiencies, as well as the O*NET Online website and www.myskillsmyfuture.org which have both been developed by the U.S. Department of Labor.

The sample WEX Trainee Evaluation Form may also be used at the conclusion of training to document the mastery of the required skills. Completion' of the final skills evaluation section of the form signals the successful completion of the WEX.

**The Worksite Agreement**

There must be a WEX Worksite Agreement between the service provider 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 Worksite Agreement must be completed and signed prior to the start of the WEX. The service provider will use a standardized Worksite Agreement template (sample provided as Attachment 2) developed by the WDB staff. Additionally, the service provider must provide documentation that the employer received formal WEX training.

The purpose of the worksite agreement is to establish a formal training relationship with a worksite, to specify the responsibilities of each party to the agreement, and to provide a successful, enriching WEX job experience for the WIOA participant. A signed original of the Worksite Agreement should be on file at the worksite and the provider should maintain all WEX documents and case notes in NCWorks Online.

The following items are the minimum required terms and conditions of a Worksite Agreement. Other specifications or terms specific to the worksite may be added as needed.

**Work Experience (WEX) Contract Requirements**

1) Work Experience contracts 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 the 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 WIOA Service Provider or WDB must have Workers' 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 three years after the end of the

training period. (The North Carolina Workers' Compensation Act requires that 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 self-insured employers).

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.

6) The WEX employer will agree to adhere to the local WDB's 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 provider must certify that neither the employing company 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 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 employed workers.

Durham NCWorks Career Center

**Workforce Innovation and Opportunity Act (WIOA) Work Experience Worksite Agreement**

Form, Page 1 0f 3

The purpose of this Worksite Agreement is to establish a formal training relationship with a worksite, to provide assurances by both parties, specify the responsibilities of each party to the Agreement, and to provide a successful, enriching Work Experience (WEX) opportunity for the WIOA participant. **A signed original copy of the Worksite Agreement must be kept on file at the worksite**.

This Agreement is made between_____(Durham NCWorks Career Center) and _____ (WIOA Worksite) to provide subsidized or unsubsidized internship /work experience to eligible youth, adults, and/or dislocated workers participating in the Durham WIOA program, authorized and funded under the Workforce Innovation and Opportunity Act (WIOA). This worksite is a <insert the type of business>. Under this Agreement, participants will be provided a short-term work experience which is valuable and meaningful for both the participant and the organization/worksite.

The Work Experience job assignments will be consistent with each WIOA participant's capabilities and interests and in an occupational field or specific job in which he/she has minimal or no prior work experience. WIOA-funded Work Experience job assignments are expected to help individuals gain the skills and experience they need to succeed in the workplace and obtain unsubsidized employment.

**Term:** This agreement will take effect on_____[date] and terminate no later than_____[date].

| | |
|---|---|
| Participants Name: | |
| Supervisor's Name and Title: | |
| Supervisor's Phone: | |
| Supervisor's Email | |

**Job Assignment Information:**

| | |
|---|---|
| Job Title: | |
| O*Net Code: | |
| Worksite Name and Address | |
| Maximum WEX Hours: | |
| Hours per Day/Week: | |
| How will time and attendance be recorded? | |
| Who is responsible for timesheet accuracy? | |
| Starting Wage (per Hour): | |
| Ending Wage (per Hour): | |
| Pay Day<br>*(Enter the day of the week)* | |
| Pay Schedule<br>*(Enter Monthly, Weekly, Bi-Weekly or specify)* | |

**This Worksite Agreement provides the following assurances:**

1) There will be sufficient, meaningful work to keep WIOA participants fully occupied during work hours;
2) Work will be conducted in a safe work environment;
3) There will be adequate full-time supervision of each WJOA participant by qualified supervisors;
4) The Service Provider or Workforce Development Board will obtain Worker's Compensation Insurance to cover all WJOA participants engaged in internship or work experience at a worksite;
5) The participating Worksite will notify WIOA Service Provider staff if difficulties arise which the Worksite supervisor and participant are unable to resolve. WIOA Service Provider staff will attempt to find a mutually satisfactory solution. The WJOA Service Provider staff and/or Worksite supervisor may recommend termination or transfer of the participant if thesituation or problem is not resolved;
6) There will be adequate oversight and review of each participant's time and attendance;
7) There will be sufficient equipment and/or materials provided to carry outassignments;
8) This agreement will be maintained at the Worksite and available for review by federal, state, and WDB representatives;
9) All requirements and regulations governing the WIOA program 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 participant shall be employed or job opening filled (A) when any other individual is on layoff from the same or any substantially equivalent job, or (B) when the Worksite has terminated the employment of any regular employee or 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 funds made available under the Workforce Innovation and Opportunity Act;
14) The Local Workforce Development Board will determine payroll responsibility.

**Work Activities**

A written job description **must** be attached to this Agreement. The job description must include:

1) Accurate description of required duties and responsibilities;
2) Hourly wage for position;
3) The days and hours to be worked (not to exceed 40 hours per week).

If the WIOA participant's job duties at the Worksite change, the Worksite agrees to notify the WIOA Service Provider immediately so that this agreement may be modified.

**Time and Attendance and Rate of Pay**

Accurate time and attendance records will be kept by the Worksite supervisor for each WIOA participant. Records will reflect the time actually worked by the participant. **Participants will not be paid for time not engaged in work duties, including absences, lunch periods, vacation time, or holidays.**

**Monitoring**

It is mutually understood and agreed that the WIOA Worksite may be monitored by the [Local Area WDB], NC Division of Workforce Solutions, and/or the US Department of Labor. The WIOA Service Provider will monitor the Worksite based on a planned schedule at least once during the term of this agreement. The Worksite supervisor will maintain current and accurate time and attendance records and will cooperate fully to provide staff with worksite information or records as required in a timely fashion.

**Supervision**

Worksite supervisors must be experienced in the work to be performed by the WIOA participant and in supervising entry-level employees. Worksite supervisors should encourage and expect participants to demonstrate, good work habits, satisfactory job performance, and positive attitudes about work.

**Authorized Signatures:**

**Worksite Representative**

| Print Name | Signature | Print Title | Date |
|---|---|---|---|
| | | | |

Worksite Business Name: _____

Address: _____

City, State, Zip: _____

Contact Phone Number: _____

Form, Page 1 Of 1

**Durham NCWorks Career Center**
**Work Experience Agreement: Trainee Evaluation**

Trainee Name: _____
Supervisor: _____
Company Name: _____

**Section 1: Evaluation**

Midpoint Evaluation Date: _____
Final Evaluation Date: _____

| | | Midpoint Evaluation of Skills | | | Final Evaluation of Skills | | |
|---|---|---|---|---|---|---|---|
| # | **Job Skills Objectives** | **Mastered Objective** | **Satisfactory Progress** | **Unsatisfactory Progress** | **Mastered Objective** | **Satisfactory Progress** | **Unsatisfactory Progress** |
| 1 | | | | | | | |
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| 8 | | | | | | | |

*<If applicable, insert additional rows>*

*Please certify by checking the box:*

☐ Having satisfied the requirements of the training plan, employment continues on an unsubsidized basis.

**Section 2: Authorized Signatures**

| | Midpoint Evaluation of Skills | | Final Evaluation of Skills | |
|---|---|---|---|---|
| | Signature: | Date: | Signature: | Date: |
| Employer Representative | | | | |
| Supervisor | | | | |
| Trainee Signature | | | | |

**Section 3: Comments (please explain any unsatisfactory evaluation items)**