



410 Ray Avenue • Fayetteville, North Carolina 28301
P.O. Box 1829 • Fayetteville, North Carolina 28302-1829
(910) 323-3421 • (910) 323-5755

Policy Letter #14

TO: All Cumberland County Workforce Development Service Providers

FROM: Tracy Jackson, Interim Director

SUBJECT: WIOA Title I Work Experience Opportunities

PURPOSE

The purpose of this policy is to provide 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 young adult, adult, and dislocated worker programs. Reference DWS Policy Statement PS 10-2017 dated May 9, 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.

WEX Training may include paid or unpaid wages and maybe in the private for-profit sector, the non-profit sector, or the public sector. Under WIOA, paid and unpaid youth work experience that has 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.

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.

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ACTION

Work Experience (WEX) Assessment and Training Plan

The participant's need for work experience is determined through the objective and comprehensive assessments, review of work history or lack thereof, and through the development of their Individual Employment Plan/Individual Service Strategy (IEP/ISS). The service provider shall ensure that WEX training for WIOA Title I eligible participants are appropriate based on the needs identified by an objective and comprehensive assessment and as documented in the 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. However, adults 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 the 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 O*NET or other identified programs when developing the competencies to be learned and evaluated in the WEX. IEP/ISS should include job skills needed, training hours, and estimated start and end date. Youth academic and occupational components must be included.

A Work Experience agreement can be up to 480 hours in length at an appropriate worksite. Approval is required by the Director for hours in excess of 480. 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. 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, if developed in conjunction with the IEP/ISS, 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.

Youth Work Experience Opportunities

Pursuant to WIOA section 129(c)(2)(C), local areas are required to offer youth programs that involve paid and unpaid work experiences that have as a component both 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 worksite. Work experiences provide the youth participant with opportunities for career exploration and skill development. These experiences may include:

- 1) Summer employment opportunities and other employment opportunities available throughout the school year;
- 2) Pre-apprenticeship programs;
- 3) Internships and job shadowing; and
- 4) On-the-Job Training (OJT) opportunities as defined in WIOA Section 3(44) and NC Policy Statement 04-2015.

Recognized best practices for engaging youth in work experiences:

- 1) Programs prepare youth for work experiences through training and guidance in soft skills. 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) Some programs also train youth in technical skills or hard skills needed for specific career pathways or work settings. The youth will learn skills specific to the occupational sector.
- 3) Program staff devotes significant time to developing and maintaining relationships with employers. Dedicated staff (job developers) may handle all aspects of employer relations from making an initial inquiry about partnering to establishing worksite agreements with employers to responding to any employer concerns during the work experience.
- 4) Programs clearly communicate what is expected of employers; youth and families before the start of work experience to include mentoring the youth and providing feedback to the program coordinator. Some programs 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) Programs 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) Programs provide on-going support to youth and employers throughout the work experience. To ensure work experience is successful for everyone involved, programs maintain communication with both the youth and employers from the first to the last day. While some programs have daily or weekly contact with youth to monitor their progress, other programs conduct first-week, midpoint, and last-week worksite visits at a minimum.

Young Adult Work Experience 20% Spending Requirement

The local young adult program must expend not less than 20 percent of the funds allocated to them to provide in-school and out-of-school youth with paid and unpaid work experiences.

The local WIOA Title I Youth program service provider must track program 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 the local WIOA youth financial reporting.

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

Adult and Dislocated Worker Work Experience

Unlike WIOA Title I Young Adult programs, WIOA Title I Adult and Dislocated Worker programs do not have a minimum expenditure rate. While WEX is used as a resume builder and learning experience for Young Adults, Adult/Dislocated Worker WEX focuses on learning new transferable skills and enhancing employability.

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, like any other entry-level employee. The worksite must be willing to allow Board/service provider 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.

Service Providers 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 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 skill 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 transferable and can be used in every occupation, regardless of the type of work. Transferable 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, transferable 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 used to develop the Training Plan. These include Prove It! TM, 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 US Department of Labor.

A WEX Trainee Evaluation Form (attachment B) should 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.

Work Experience Contract Documents

All Work Experience activities require contracts. No enrollee is allowed to begin participation in any Work Base Learning (WBL) activity until the contract has been completed and approved by the authorized agent.

The Worksite agreement has two (2) components:

- (a) An agreement between the service provider and the employer; and
- (b) An agreement between the service provider, worksite representative, and the participant.

This agreement articulates the learning that is to take place, the length of the WEX (contract dates must match), and the academic and/or occupational competencies to be obtained. ***The Worksite Agreement must be completed and signed by the applicable parties prior to the start of the WEX.***

The service provider will use a standardized Worksite Agreement template (with the minimum required terms and conditions of Attachments A and B). 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 successful, enriching work experience for the WIOA participant. A signed

original of the Worksite Agreement should be on file at the worksite and the service 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 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 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, not limited to, health and safety laws), and be appropriate and reasonable with regard 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 Workforce Development Board'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 service 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.

All paperwork related to the work experience should be uploaded into the participant file in NCWorks, including the training plan and analysis, job description, worksite agreement, progress evaluation(s), and timesheets.

Work Week

Staff must consider appropriate work week hours if and/or when participants are attending school while working. For example, if a participant is attending secondary or post-secondary education it would be ideal to limit the number of work hours in order to not interfere with educational attainment. The specific number of hours the participant has been assigned will be indicated on the signed agreement. **No participant may work more than 40 hours in any week.**

The WIOA Staff will be responsible for tracking the participant's time to refrain from exceeding the approved contract hours as well as to keep the employer updated on the remaining hours of the participant's contractual agreement. This information should be documented in case notes in NCWorks.

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 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 occupations with the same employer who receives wages that differ from the flat-rate wage.

Wage requirements under the Fair Labor Standards Act (FLSA) apply to all individuals employed under WIOA. The FLSA applies to the extent that the activities performed in the work experience constitute employment. The local area service provider(s) must determine whether work experience constitutes training as opposed to employment.

MONITORING

In order to for the Cumberland County Workforce Development Board to monitor the required hours and hourly rate as documented in the worksite agreement, the applicable NCWorks activity code (219/426) must be entered, and bi-weekly timesheets and subsequent payroll records must be uploaded in

NCWorks. Applicable case notes are to be entered to include a record of hours worked to ensure the maximum contract hours (480) are not exceeded.

Attachment A: WIOA Work Experience Worksite Agreement

Attachment B: WIOA Work Experience Worksite Agreement: Trainee Evaluation

Creation Date

May 2009

Revised Date

July 2020

Workforce Innovation and Opportunity Act (WIOA)
Work Experience (WEX) Worksite-Participant Agreement

This agreement is made between *Two Hawk Workforce Services* (Cumberland County WDB Service Provider) and _____ (Work Experience Participant) to provide subsidized work experience to eligible Adult and Dislocated Workers participating in the Cumberland County WIOA Workforce Developmental Program, authorized and funded under the Workforce Innovation and Opportunity Act (WIOA). Under this Agreement, participants will be provided short-term work experience, which is valuable and meaningful for both the participant and the organization/worksites.

The purpose of this program is to provide consistent work experience with each participant's capabilities and interest. The work experience will be in an occupational field or specific job related to the requirements of the WIOA Act.

This Worksite Agreement provides the following assurances:

- The WEX participant will report to work and be in place by the scheduled start time for each shift
- The WEX participant is not eligible for unemployment insurance after completion of the work experience
- The WEX participant must follow all company policies regarding:
 - a. Breaks and lunch periods
 - b. Dress code
 - c. Attendance expectations
 - d. Use of company equipment
- The WEX participant will maintain contact with WEX staff as agreed upon;
- The WEX participant will notify his/her case manager if difficulties arise which the worksite supervisor and participant are unable to resolve.

Terms: Determination of the duration of the Work Experience activity should be used on the occupational competencies that the WEX participant needs to develop or refine.

This agreement will take effect on: _____
(Date)

Location: Please specify the exact location(s) for work activities to take place throughout the term of this agreement including address and phone number:

Time, Attendance, and Rate of Pay: The WEX participants time sheets will reflect the time actually worked each pay period. Participants will not be paid for time not engaged in work duties, including absences, lunch periods, vacation time, or holidays. Under NO circumstances should a participant work over 40 hours in a week. This participant will be paid at the rate of \$_____per hour.

All timesheets are to be signed and authorized by the participant and employer with the correct dates and hours worked. ***All timesheets should be submitted before 12:00 PM (Noon) every Monday. Please send all time-sheets to the following email address: (create email address)***

All persons in agreement with the Terms and Conditions of this Agreement must sign as indicated below.

Participants Signature

Date

NCWorks Career Center Representative of _____
Agency

Print Name

Date

Signature

Workforce Innovation and Opportunity Act (WIOA)

Work Experience (WEX) Worksite Agreement

This agreement is made between Two Hawk Workforce Services (Cumberland County WDB Service Provider) and _____ (Business) to provide subsidized work experience to eligible Adult and Dislocated Workers participating in the Cumberland County WIOA Workforce Developmental Program, authorized and funded under the Workforce Innovation and Opportunity Act (WIOA). Under this Agreement, participants will be provided short-term work experience, which is valuable and meaningful for both the participant and the organization/worksites.

The purpose of this program is to provide consistent work experience with each participant's capabilities and interest in an occupational field or specific job related to which the participant has minimal and/or no prior work experience. A WIOA-funded work experience is expected to help the individual gain the skills and experience they need to succeed in the workplace and obtain unsubsidized employment within the requirements of the WIOA Act.

Terms: This agreement will take effect on _____
(Date)

The days and hours to be worked are not to exceed 40 hours per week and no more than 480 hours total.

This Worksite Agreement provides the following assurances:

- There will be sufficient, meaningful work to keep the WIOA participants fully occupied during work hours.
- Work will be conducted in a safe environment.
- There will be adequate full-time supervision of each WIOA participant by qualified supervisors;
- The NCWorks Career Center will obtain Worker's Compensation Insurance to cover all WIOA participants engaged in internship or work experience at a worksite.
- The participating Worksite will notify NC Works Career Center staff immediately if difficulties arise with the worksite supervisor and participant are unable to resolve. NCWorks Career Center staff will attempt to find a mutually satisfactory solution. The NCWorks Career Center WIOA provider and/or worksite supervisor may recommend termination or transfer participant if the situation or problem is not resolved.
- There will be adequate oversight and review of each participant's time and attendance;

- There will be sufficient equipment and/or materials provided to carry out assignments;
- This agreement will be maintained at the worksite and available for review by federal, state, local area and NCWorks Career Center Representatives.
- All requirements and regulations governing the WIOA program will be upheld.
- Worksite supervisors will adhere to existing State and Federal Labor Standards.
- 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.
- No WIOA participant shall be employed or job opening filled (A) when any other individuals is layoff from the same or any substantial equivalent job, or (B) when the worksite has terminated the employment of any regular employee or otherwise reduced its work force with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under this Act.
- 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 activity funded in whole or in part with funds made available under WIOA.
- The local workforce development board will determine payroll responsibilities. All timesheets are to be signed and authorized by the participant and employer with the correct dates and hours worked. *All timesheets should be submitted before 12:00 PM (Noon) every Monday.*

Work Activities:

This WEX Agreement requires the attachment of a written job description. The job description must include:

- Accurate description of required duties and responsibilities.
- Hourly wage of the position.
- The days and hours to be worked (*not to exceed 40 hours per week or 480 hours in total*).

Note: *If the WIOA participant's job duties at the Worksite change, the Worksite agrees to notify the Career Center, Career Advisor immediately so that this agreement may be modified.*

Time and Attendance:

The worksite supervisor for each WIOA participant will keep accurate time and attendance records. 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. *Under no circumstances should a WIOA participant work over 40 hours in a week.*

Monitoring:

It is mutually understood and agreed that the WIOA worksite may be monitored by the NCWorks Career Center – WIOA Provider's, Cumberland County Workforce Development Board Staff, NC Division of Workforce Solutions and/or the US Department of Labor. The NC Works Career Center WIOA 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 NC Works Career Center 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 employee. Worksite supervisors should encourage, and expect participants to demonstrate, good work habits, satisfactory job performance, and positive attitudes about work.

All persons in agreement with the Terms and Conditions of this Agreement must sign as indicated below.

Worksite Representative

Print Name

Signature

Print Job Title

Date**NCWorks Career Center Representative**

Print Name

Date

Signature

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

Contract Agreement Modification, if applicable:

Contract Agreement terms modified: _____

Reason for modification and/or cancellation: _____

<i>I hereby certify that I agree to the contract agreement modification(s) as stated above.</i>		
EMPLOYER REPRESENTATIVE SIGNATURE:	TITLE:	DATE:
WIOA WEX REPRESENTATIVE SIGNATURE:	TITLE:	DATE: