



## OneWorkSource Center Youth Program Work Experience Policy

Under the Workforce Innovation and Opportunity Act (WIOA), work experience is defined as planned, structured learning experience that takes place in a workplace for a limited period. 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 work experience where an employee/employer relationship, as defined by the Fair Labor Standards Act or where applicable State law, exists. Work experiences provide youth with opportunities for career exploration and skill development. Work experiences must include academic and occupational education to enhance a Youth's prospects for long-term labor market attachment.

The North Country Workforce Development Board's (NCWDB) OneWorkSource Center will make available work experiences to provide opportunities for young adults (ages 16-24) to:

- A. Acquire skills, (including work readiness, transferrable and/or job specific skills);
- B. explore career interests;
- C. inform youth of financial literacy information, such as the importance of budgeting & signing up for direct deposit;
- D. develop local character references;

**WORK EXPERIENCE:** Work experiences may be developed with public or private employers. The program will provide opportunities for Youths to learn skills and interact with experienced workers in a structured work environment. Up to 100% of the wages paid to a Youth may be paid by the program.

Youths will be paid the state's minimum wage or the prevailing wage as documented by the employer or local labor market information. 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 may be:

- A. Employment opportunities and other training opportunities available year-round, including, but not limited to:
  - 1. Work experiences



2. Pre-apprenticeship programs
3. On-the-Job Training\*

*\*Youths in on-the-job training will follow the agency On-the-Job Training policy.*

Work experiences must include academic and occupational education which:

- A. Refers to contextual learning that accompanies a work experience;
- B. May occur concurrently or sequentially with the work experience;
- C. May occur inside or outside the work site;
- D. Includes information needed to understand and work in specific industries or occupations; and
- E. Can be provided by the employer or may be provided separately in the classroom or through other means.

Youth must meet WIOA program eligibility requirements and receive an assessment resulting in the development of an Individual Service Strategy (ISS) documenting the participant's need for work experience.

### **Expenditures:**

At least 20% of the WIOA Youth program year allocation must be spent on work experience. Allowable work experience expenditures include the following:

- A. Wages/stipends paid for participation in a work experience;
- B. Staff time working to identify and develop a work experience opportunity, including staff time spent working with employers to identify and develop the work experience;
- C. Staff time working with employers to ensure a successful work experience, including staff time spent managing the work experience;
- D. Staff time spent evaluating the work experience;
- E. Youth work experience orientation sessions;
- F. Employer work experience orientation sessions;
- G. Classroom training or the required academic education component directly related to the work experience;
- H. Incentive payments directly tied to the completion of work experience; and
- I. Employability skills/job readiness training to prepare youth for a work experience.

To complete a work experience placement, youth provider staff will:

- A. Determine eligibility of youth under the Workforce Innovation and Opportunity Act (WIOA);
- B. Complete an objective assessment resulting in the development of an ISS documenting the employment goal, and work experience needs (e.g. work readiness, transferrable, and/or job specific skills);
- C. Identify an appropriate placement based on Youth needs as outlined in the ISS;
- D. Refer the Youth to a work site - referrals may include a pre-placement interview and/or orientation as appropriate to Youth needs and work site protocols;
- E. Prepare a worksite agreement consisting of:
  1. Duties/job description



2. Supervisor Evaluation Forms
3. Emergency Contact Information
4. Youth Payroll Schedule
5. Timesheets
6. Documentation the academic and occupational educational component
7. Detailed terms and conditions, including terms of termination clause and payments that the parties have agreed upon.
- F. Enter the start date, planned end date, and supporting comments for the work experience service into OSOS within 5 days of the actual start of service;

Waivers or variations to this process may be granted by the staff responsible for WIOA Youth services in the following circumstances and will be documented in the case notes in the One Stop Operating System (OSOS):

- A. Regulatory or legal changes from the State, Federal or local government;
- B. Extraordinary or special needs of a Youth;

**Monitoring:**

WIOA Youth service providers will monitor work sites periodically throughout the work experience and document in the youth's OSOS file. Work sites will evaluate work performance and submit the timesheet. Each evaluation will be reviewed by the agency youth provider in partnership with the Youth and work site supervisor to identify and address or correct any behavioral or performance concerns.

Work site contracts may be terminated upon:

- A. Mutual agreement of both parties;
- B. The unilateral action of the Director of Employment and Training or designee, when and if the employer is not providing services in accordance with the training contract;

Concerns regarding work site performance will be reported by the employer to the youth service provider who will in turn address any concerns to the youth. In the event a work site is not performing satisfactorily, a written report will be submitted to the addressing the areas of concern, the corrective action needed and a timeframe for improvement. They will be given an opportunity to explain issues impacting their ability to meet established goals and discuss concerns and to reach agreement on a plan for corrective action. In the event a work site is not successful in meeting agreed on outcomes (e.g. work readiness, transferrable, or job specific skills acquisition by Youth), the youth provider agency may discontinue contracts with that provider. Youths may be transferred to alternate work sites or placements may be suspended pending the outcome of corrective action plans at the discretion of the youth service provider.

Youths will be encouraged throughout the training program to seek conventional employment and/or educational opportunities. Participants will be offered information on local job fairs and local employment openings at various businesses.

Youths who do not enter conventional employment during or immediately subsequent to work experience will be re-engaged and encouraged to utilize OneWorkSource Centers' services and



access additional employment and training resources to progress to greater socio-economic self-sufficiency. This includes attempts via mail, text, e-mail and calling youth in order to communicate re-engagement strategies.

### **Definitions:**

Transferable skills, also known as “work maturity competencies,” are qualities that can be transferred from one job to another.

Work maturity competencies are behaviors associated with knowledge, skills and attitudes that result in positive work performance, and thereby enhance a youth’s potential to retain employment.

Examples include:

- A. Being consistently punctual;
- B. Maintaining regular attendance;
- C. Demonstrating positive attitude;
- D. Presenting appropriate appearance;
- E. Good interpersonal relationships;
- F. Completing tasks effectively ;

### **Work Readiness Skills:**

Work experience encourages and provides opportunities for exposure to and acquisition of work readiness skills which depend on the needs of the Youth.

Examples include the ability to:

- A. Organize activities and create schedules
- B. Understand how to build personal skills and access education/training
- C. Get to work/appointments using the best form of transportation
- D. Be dependable
- E. Anticipate problems and identify possible solutions
- F. Obtain necessary personal documents
- G. Understand requirements and responsibilities of contracts
- H. Open bank account
- I. Access community resources
- J. Establish independent living arrangements
- K. Explore career options
- L. Use labor market information to decide upon career
- M. Use variety of job search techniques
- N. Complete a job application
- O. Write a cover letter
- P. Prepare a resume
- Q. Develop interview skills
- R. Develop telephone skills
- S. Follow-up after interview
- T. Understand employment laws and regulations



- U. Understand employer's expectations for attendance and punctuality
- V. Understand expectations for timeliness of task completion
- W. Be able to work without supervision
- X. Have a positive work ethic
- Y. Manage multiple tasks
- Z. Recognize problems, identify causes, create solutions
  - i. Recognize and apply new knowledge and skills
  - ii. Develop higher order thinking skills
  - iii. Develop decision making skills
  - iv. Specify goals, generate alternatives to accomplish goals, consider risks, evaluate solutions, choose best plan of action



## OneWorkSource Center Youth Program Work Experience Policy Contract ATTACHMENT A –

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### PURPOSE

The OneWorkSource Center Youth Work Program Experience Contract between the North Country Workforce Development Board (NCWDB) youth service provider the youth as defined in the Workforce Innovation and Opportunity Act (WIOA) the employer(Worksite Employer) is entered into for the purpose of providing work experience training in accordance with WIOA and the Youth Program Work Experience Policy Contract.

The training site is:

Public

Private Non-Profit

Private For Profit

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### RESPONSIBILITIES

#### 1. THE YOUTH

- a. Shall put her/his efforts to acquire the necessary skills to fulfill the work requirements;
- b. Report difficulties or problems to the Worksite Employer's supervisor and/or youth program counselor;
- c. Complete and submit accurate time records;
- d. Follow Worksite Employer's conduct codes and policies; including minor labor laws;

#### 2. YOUTH SERVICE PROVIDERS

- a. Retains right to assign Youth to the Worksite Employer; oversee and manage the provisions of training under this contract; and shall provide wages to the Youth in accordance with the Fair Labor Standards Act, as amended, or applicable State or Local minimum wage laws;
- b. Shall be responsible for applicable FICA, State Labor Laws, State unemployment Tax deductions;
- c. Shall provide counseling and supportive services to the Youth to the extent necessary to allow the Youth to participate in the work experience training;



- d. Shall provide an orientation to the Worksite Employer staff responsible for the supervision of the Youths regarding WIOA rules and regulations, time and attendance records, minor labor laws, and other matters pertinent to the provision of a safe and meaningful training experience;
- e. Visit Worksite Employer at least monthly and be available for counseling on basic work ethics prior to and during placement as needed;
- f. Actively participates in designing the work experience, including job duties to be performed, rate of pay, etc.; and regularly monitor the youth's work performance and resolve problems between the Youth and the Worksite Employer;
- g. Retains the right to hire, terminate, or reassign Youths;
- h. Determines eligibility of Youths;
- i. Pay worker's compensation directly to the insurer and pay directly any other required costs connected with Youths' employment during the training period;

### **3. THE WORKSITE EMPLOYER**

- a. Provides direct supervision to the Youth and shall designate a supervisor and alternate supervisor(s);
- b. Provides safe and meaningful work experience and/or training activities that result in good work habits, practical and specific occupational skills for employability enhancement;
- c. Provides a sufficient workload, in relation to the attached job description/training outline, and provide sufficient and appropriate equipment and/or materials to support the training and/or job experience;
- d. Verifies and complete time and attendance records and evaluations forms provided by the Youth Service Provider;
- e. Allows the Youth release time to attend scheduled meetings, class time, workshops, and/or counseling as required by the Youth Service Provider;
- f. Immediately contact Youth Service Provider whenever a problem arises regarding performance detrimental to the Youth's successful completion of the work experience;
- g. Provides services within guidelines of Federal WIOA legislation and regulations.

### **GENERAL PROVISIONS**

- The Worksite Employer and/or Youth may not engage in partisan or non-partisan political activities, union activities, or sectarian activities.
- The Worksite Employer warrants that it will not discriminate on the grounds of race, color, religion, sex, age, sexual orientation, national origin, prior criminal records, mental or physical disability, or political affiliation or belief.
- The Worksite Employer warrants that it is in compliance with the American with Disabilities Act (ADA Public Law 101-336) and will comply with the provisions of ADA and its implementing regulations.
- The Worksite Employer shall not replace an employed individual who is laid off from the same or substantially equivalent job with a Youth participating in the WIOA Youth Work Experience Program.



- Worksites and conditions of employment must comply with Occupational Safety and Health Administration (OSHA) and Federal and/or State contract work hours and the Safety Standards Act .
- The Worksite Employer must abide by the New York State Labor Laws including those relative to the employment and working conditions of minors and with the Fair Labor Standards Act.
- The parties agree to indemnify each other from any and all claim(s) arising out of negligent acts or omissions of the other party, its agents, or employees.
- The parties agree that the Youth is not an employee of the training site, the Youth Service Provider agrees to indemnify and hold harmless the training site for any claims or damages alleging the Youth is an employee including but not limited to the training site's reasonable attorney fees in defending such claims.
- The Youth Service Provider shall remove a Youth from worksite where serious or continual violations of the Contract occur which are not likely to be remedied quickly.
- Except for serious managing violations of worksite policies, the Worksite Employer will not dismiss the Youth without contacting the Youth Service Provider and allowing for counseling and corrective action to occur. In the event of dismissal for serious violations, the Worksite Employer must notify the Youth Service Provider on the first working day after dismissal.
- All disputes shall be resolved informally between the Youth, the Worksite Employer, and the Youth Service Provider. If a resolution does not occur to the satisfaction of the parties, the first step is to use the existing grievance procedures established by the Worksite Employer to resolve disputes with the Youth. If the Worksite Employer has no internal grievance procedures or if the dispute remains unresolved, the parties agree to participate in, and be bound by determinations, resulting through the administrative process of the NCWDB in lieu of litigation.
- This Contract may remain in force provided funding is available. The loss or disruption of funding can be cause for termination of the Contract.
- Either party may officially terminate this Agreement upon notification seven (7) days in advance.
- The Worksite Employer's Supervisor shall provide clothing, tools or equipment provided to other employees with similar job duties, in compliance with their budget restrictions which may be required for the Youth to perform his/her job.
- The Worksite Employer's Supervisor will be responsible for obtaining necessary federal, state or local permits that may be required to perform job duties of the Youth Work Experience participant.





I HAVE READ THE MATERIAL IN THIS AGREEMENT AND AGREE TO COMPLY WITH THESE GUIDELINES AND REQUIREMENTS. I UNDERSTAND THAT COMPLIANCE WITH THESE PROVISIONS WILL BE MONITORED AND THAT FAILURE TO COMPLY WITH ONE OR MORE OF THESE REQUIREMENTS MAY RESULT IN TERMINATION OF THIS AGREEMENT.

### **SIGNATURES**

Youth's Name \_\_\_\_\_

Youth's Work Experience Title  
\_\_\_\_\_

Hours per week to be worked \_\_\_\_\_

Start Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_      End Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

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Worksite Employer

Name of Business \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

Supervisor's Name \_\_\_\_\_ Title \_\_\_\_\_

Employer's Signature \_\_\_\_\_ Title \_\_\_\_\_

Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Contact Person (if different from above signature) \_\_\_\_\_

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Youth Service Provider Signature \_\_\_\_\_ Title \_\_\_\_\_

Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_



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## OneWorkSource Center Gift Card Incentives ATTACHMENT B –

**Guidelines for gift cards:** Please refer to the Youth Incentives, Stipends, Support Services, and Wages Policy.

[Youth Incentives, Stipends, Support Services and Wages Policy](#)

Date gift card given: \_\_\_\_\_

Gift card amount: \_\_\_\_\_

Reasoning: \_\_\_\_\_

Date gift card given: \_\_\_\_\_

Gift card amount: \_\_\_\_\_

Reasoning: \_\_\_\_\_

Date gift card given: \_\_\_\_\_

Gift card amount: \_\_\_\_\_

Reasoning: \_\_\_\_\_

Date gift card given: \_\_\_\_\_

Gift card amount: \_\_\_\_\_

Reasoning: \_\_\_\_\_



