

NEMO Workforce Development Board, Inc.

Workforce Innovation and Opportunities Act
Work Experience Program
Scope of Work

With the goal of engaging WIOA Youth participants in meaningful Work Experiences, federal legislation requires Local Workforce Development Areas (LWDA) to utilize a minimum of 20 percent of their program funding for Work Experiences. Recognizing that engaging Youth in the labor force is an indicator of future success, WIOA defines Work Experience as a planned learning experience that takes place for a limited amount of time. It can be paid or unpaid, and take place in the private sector, non-profit sector, or public sector. A Work Experience must include both occupational and educational elements. All Fair Labor Standards Act (29 U.S.C. 201, et. seq) regulations, WIOA Section 181(b), Equal Opportunity (WIOA Section 188) guidance, and where applicable - Child Labor Laws apply to WIOA Work Experiences.

WIOA outlines four types of Work Experiences suitable for the development and placement of enrolled Youth and Young Adults. These include pre-Apprenticeship programs, On-the-Job Training (OJT), Internships and Job-Shadowing, and Work Experiences available throughout the year, including Summer employment. Every Youth placed in a Work Experience must have a Training Plan which outlines the participant's job duties on the worksite and the skills to be learned. Service Notes must also accompany the development and the placement of a Youth in a Work Experience activity. This is imperative to support staff decisions.

WIOA requires that academic and occupational education be a component of a Youth's Work Experience. Steps must be taken to ensure that Work Experiences are designed to support the participant's education and career goals. Although the workforce system realizes that placing young people in employment is central to their long-term success, it is with the recognition that the development of academic skills is critical to preparing young people for tomorrow's job market.

The type of academic and occupational education in which the Youth participates will vary based on the participant's academic skill level. Youth, who are enrolled in high school, Adult Education and Literacy classes, post-secondary education and occupational skills training concurrent with placement in Work Experience have met the academic and occupational Page 2 of 4 Missouri Division of Workforce Development Issued: December 22, 2015 DWD Issuance 11-2015 Effective: December 22, 2015 education Work Experience requirement. However, there is no prohibition of enrollment in additional educational programs if the Youth meets the eligibility requirements. Youth should be assisted in obtaining industry certifications that are integral stepping stones to their identified career pathway, whenever appropriate, to reach the goals identified on the Individual Service Strategy (ISS).

WIOA Youth participation in the preparation and remediation for the skills required to obtain the National Career Readiness Certificate is encouraged.

- I. COMPONENTS OF THE WIOA DEFINITION OF WORK EXPERIENCE
 - A. A Planned Learning Experience
 - B. Takes Place Over a Limited Amount of Time
 - C. Can Be Paid or Unpaid
 - D. Can Occur in the Private Sector, the Non-Profit Sector, or the Public Sector
 - E. Must include both Occupational and Educational Elements

- II. PROGRAM ELEMENTS
 - A. Instruction in employability skills or generic workplace skills
 - B. Exposure to various aspects of an industry and career pathway
 - C. Progressively more complex tasks
 - D. Internships and job shadowing
 - E. The integration of basic academic skills into work activities
 - F. Supported work, work adjustment and other transition activities
 - G. Entrepreneurship
 - H. Service learning
 - I. Paid and unpaid community service
 - J. Other elements designed to achieve the goals of work experiences

- III. PROGRAM STANDARDS
 - A. Costs for participants who are enrolled in this work experience component are considered to be 100% training.
 - B. Those participants who have dropped out-of-school and in-school youth who do not demonstrate a minimum 8th grade equivalency (8.9) in reading, math and/or language will be required to attend basic/remedial education classes (including tutoring, study skills training and instruction) a minimum of 4 hours per week for educational upgrading services. Those out-of-school youth accepted or enrolled in post secondary education will be exempt from attending remediation. Youth will be exempt from attending during summer months and other break periods where classes may not be in session.
 - C. During the school term, in-school youth may be enrolled up to 25 hours per week, including weekends. Where remedial classes have been established, work hours will be adjusted accordingly, with the remediation class schedule taking precedence over work hours scheduling.

- D. Out-of-school youth and in-school youth on school vacation may be enrolled for up to 40 hours per week.
- E. The length of participation in the Work Experience component shall be based upon the needs of the participant, but in general shall not exceed the later of 12 months or 520 hours for those participants working part-time.
- F. Work Experience shall be accompanied, either concurrently or sequentially, by academic and occupational education components. The planned service strategy is to be included on the participant's Individual Service Strategy.
1. Academic and Occupational Education Components
 - a. May occur concurrently or sequentially.
 - b. May occur inside or outside the work site.
 - c. The work experience employer may provide both.
 - d. Both may be provided separately in the classroom or through other means.

The academic and occupational education component refers to contextual learning that accompanies a work experience.

- Information necessary to understand and work in specific industries or occupations.
 - Local programs have the flexibility to determine the appropriate type of academic and occupational education necessary for a specific work experience.
 - In the Training Plan, be specific about these components.
- G. Participants must maintain an 80% attendance level each week in either their high school or vocational classroom setting or they will not be allowed to participate in the work experience component the following week.
- H. Participants shall be paid a wage that is at the same rate as similarly situated employees or trainees, but shall not be less than minimum wage. Payments shall be made for all hours worked, not to exceed 40 hours per week.
- I. Participants shall be covered by workers compensation.

IV. PARTICIPANT SERVICES

A. Enrollment

1. The Contracting Agency will only enroll youth applicants (ages 16-24) in the Work Experience component who have been certified as WIOA eligible and whose objective assessment indicates appropriateness for the Work Experience Program.

2. Participants will be provided with the Northeast Missouri Workforce Development Board (NEMO WDB) Complaint and Grievance procedures if not provided to them at the Intake level.
3. The Contracting Agency will utilize the NEMO WDB standardized Individual Service Strategy or the on-line form in the Missouri State Case Management System.
4. The Contracting Agency will be responsible for maintaining and updating the ISS of all participants to reflect enrollment in the Work Experience program. Participants shall sign and receive copies of their ISS updates.
5. The Contracting Agency will provide an orientation to each participant upon enrollment into Work Experience which will include:
 - a. Purpose of the work experience program.
 - b. The condition and standards for work experience activities to include the following:
 1. Hours of work
 2. Pay provisions
 3. Length of work experience, the planned starting date and completion date
 4. Job duties, responsibilities, and training plan.
 5. Academic and occupational education component.
 6. Counselors name and telephone number
 7. Indirect/Direct supervisors name
 8. Job title
 9. Additional standards required by contracting and/or worksite
 10. Counseling and supportive services available
 - c. All participants will sign an orientation checklist indicating they have received orientation and are aware of their rights and responsibilities. The statement must be co-signed by a WIOA representative of the contracting agency. A copy will be retained in the participant's file.
 - d. The Contracting Agency will ensure that the worksite provides orientation to work experience participants relative to the rules, standard practices, and requirements of the job.
6. The Contracting Agency will ensure that the work experience worksite assignment is consistent with the participant's chosen career pathway/occupational interest, abilities, and aptitudes as determined in the participant's assessment and documented on the ISS.
7. The Contracting Agency will complete the State Case Management System WIOA Registration form enrolling the individual in the proper activity(ies).

B. Comprehensive Case Management and Supportive Services

1. The Contracting Agency agrees to provide employment related counseling to participants throughout their enrollment in work experience at a minimum of once every month. The primary focus of these contacts will be assisting each participant in attaining basic work competencies.
2. Supportive Services for Work Experience participants may include transportation cost and appropriate clothing and grooming for participation in education and training activities, if eligible and deemed appropriate and unavailable through other sources. Supportive Services must be justified and documented in the State Case Management System. Other resources should be utilized if available.
3. The Contracting Agency will ensure that all participants develop and demonstrate basic work competencies to include at a minimum:
 - a. Participant's progress relative to any employment barriers identified earlier on the Individuals Service Strategy.
 - b. Participant progress towards demonstrating basic work competencies to include:
 - acceptable work habits; i.e. attendance, punctuality, use of time, use of privileges, and use of property;
 - acceptable work attitude to include cooperation, relationship to other employees, dependability, initiative and attitude towards directions and instruction;
 - acceptable work quality and quantity to include accuracy, knowledge of work, learning speed, application of instruction to work, and amount of work produced in terms of particular job;

Counseling should also include:

 - ensuring that participants and employers are adjusting to the work experience training activity.
 - assistance towards identifying and resolving any potential problems
 - labor market information
 - job seeking skills training
 - employment transition planning
 - job development and referral
 - c. Participants will be informed of their deficiencies in basic work competencies after each review and counseling activity. Work competency results, observations and/or recommendations will be documented and become a part of the participant's file.
 - d. The Contracting Agency will update the participant's ISS. The ISS shall reflect changes, identify additional service or training needs and record

program accomplishments. Participants shall receive copies of all changes reflected on their ISS.

- e. Counseling contacts must reflect what services were provided to participants in a concise, organized manner, then documented in the Missouri State Case Management System and/or participant confidential file.

C. Transitional Services

1. The Contracting Agency will place participants into the appropriate activity (follow-up and/or case management services) when they leave assigned activities prior to completion and are anticipated to transition back into training activities or potential unsubsidized employment. These services will include, but not be limited to, the following:
 - a. Frequent contact with employers in order to identify job openings and to promote the hiring of participants
 - b. Maintaining linkages with other agencies that may have information about available jobs in the area;
 - c. Referrals to other available activities based on the consultant's assessment;
 - d. Assistance to the participant to update and/or complete their work registration on jobs.mo.gov system.

D. Follow-up Services

1. The Contracting Agency agrees to provide follow-up services to all registered participants for a minimum of 12 months after exit from the WIOA Title I Youth Program. Follow-up services should be provided at 30 days, 60 days, 90 days, 6 months, 9 months and 12 months after exit from the program. The Contracting Agency agrees to provide regular contact with the participant to ensure a successful transition to employment has been made. All follow-up contact information will be recorded in the Missouri State Case Management System after each follow-up contact is made. Individuals who are found unemployed during follow-up services will be provided additional services to assist them in obtaining employment. Follow up services for youth may include:
 - a. Supportive services
 - b. Adult mentoring
 - c. Financial literacy education
 - d. Labor market information
 - e. Activities that help the youth prepare for and transition to post-secondary education and training
 - f. leadership development and supportive services listed in §664.420 and §664.440;

- g. regular contact with a youth participant's employer, including assistance in addressing work-related problems that arise;
 - h. assistance in securing better paying jobs, career development and further education
 - i. work related peer support groups;
 - j. adult mentoring ; and
 - k. tracking the progress of youth in employment after training
2. The Contracting Agency shall inform participants enrolled in the WIOA Title I Youth program that they will be contacted after completion of the program for follow-up information and are required to participate by providing the requested information. If the youth requests to discontinue follow-up services or cannot be located, it should be documented in the case file. (See issuance on Follow-up Services for more detailed information.)

V. WORKSITE DEVELOPMENT

A. Recruitment and Selection of Worksites

1. The Contracting Agency agrees to recruit and select worksites to sufficiently meet the needs of the work experience participant.
2. Worksites will be recruited and selected from public, private not-for-profit employers and/or private for-profit agencies.
3. The Contracting Agency will evaluate the worksite's potential for providing good participant supervision and sufficient, meaningful work experience by:
 - a. assessing the worksites ability in assisting the participant in overcoming specific barriers to employment identified on their ISS
 - b. identifying the types of occupations or jobs that would be available to work experience participants
 - c. selecting sites which practice applicable Fair Labor Standards and Child Labor Law Provisions
 - d. determining the prospects for permanent unsubsidized placement of the participant at the assigned worksite
4. The Contracting Agency will maintain a complete listing (by county) of all active and potential work experience worksites available.

B. Worksite Agreements and Supervisors Orientation

1. The Contracting Agency agrees to complete a standardized Worksite Agreement for each worksite utilized. The Worksite Agreement will be negotiated between the contracting agency and authorized worksite representative prior to placing

participants at the worksite. Worksites shall be informed of WIOA requirements to include:

- a. proper supervision
 - b. regulations of WIOA
 - c. child labor law
 - d. responsibilities of the worksite and worksite supervisor
 - e. other applicable rules and regulations
2. An authorized individual of the worksite and the worker's immediate supervisor shall sign the worksite agreements, if the immediate supervisor is not authorized to sign for the worksite. A copy of the worksite agreement shall be maintained at the worksite and in the participant's file.
 3. A detailed participant training plan shall be developed between the contracting agency and the work experience worksite to include at least six (6) core competencies written in a competency statement structure. A copy of the training plan shall be maintained at the worksite and in the participant's file.
 4. The Contracting Agency will provide all worksite personnel having direct and indirect participant supervisor responsibilities, orientation prior to placing the participant at the worksite. The orientation will include:
 - a. purpose, rules and regulations of the Work Experience Program component
 - b. provision of the worksite agreement
 - c. maintaining adequate supervision
 - d. maintaining attendance records
 - e. proper payroll procedures
 - f. child labor law provisions
 - g. workers compensation
 - h. prohibition against sectarian activities
 - i. layoffs or hiring freezes
 - j. participant grievance procedures
 - k. emergency contact phone numbers
 - l. worksite monitoring responsibilities
 - m. remediation requirements
 - n. participant training plan
 - o. orientation to worksite rules and standard practices
 5. Worksite supervisor(s) will sign an orientation check-off list indicating they have received orientation to the relative rules, standard practices and requirements of the Work Experience Program. It shall be co-signed by the appropriate WIOA Representative. The orientation shall be provided to the worksite and the orientation check-off list shall become a part of the participant's file.

VI. MANAGEMENT AND ADMINISTRATION

A. Payment of Wages

1. Participants will be paid a wage which is at the same rate as similarly situated employees or trainees, but not less than minimum wage.
2. Participants shall be paid for all hours worked, not to exceed 40 hours per week.
3. Participants will be entitled to Worker's Compensation and FICA.
4. Participants under the work experience shall be subject to federal and state withholding tax.
5. Basic skills and remedial participants shall receive compensation in lieu of wages at a rate of \$7.00 per hour to assist with the cost of transportation, supplies, and clothing.
6. Participants will not be paid for annual leave, sick leave, holidays or fringe benefits.
7. Timesheets will be maintained daily for each participant to report and document actual hours of work in Work Experience. All timesheets must be signed by the participant and work-site supervisor to verify the hours reported at the end of each pay period.

B. Program Operational Provisions

1. The Contracting Agency will enter case notes in the State Case Management System, which will provide management tracking of the participant's status and services rendered, and fiscal expenditures and obligations as applicable to the Work Experience Program.
2. The Contracting Agency agrees to establish and maintain individual applicant/participant files as required by the Administrative Entity in order to permit proper auditing and monitoring. This will include maintaining files on all ineligible applicants.
 - a. All participant files shall contain at a minimum:
 - WIA Eligibility Assessment
 - supportive documentation of income eligibility
 - Certificate of Independence
 - Toolbox Change request forms
 - Follow-up information
 - Signed Complaint and Grievance form
 - Signed participant orientation check list
 - Completed agency application
 - U.S. Citizenship documents
 - 1-9 Form
 - Individual Service Strategy (ISS)
 - Case Notes
 - Worksite Agreement
 - Participant Training Plan

- Timesheets
 - Eligibility Verification record
 - Signed worksite supervisor orientation check list
 - Objective Assessment instruments
 - Applicable pre and post-test material
 - Union Concurrence (if applicable)
 - Referral forms
3. The Contracting Agency shall take care that all personal information of participants is handled in such a manner as to protect the privacy and confidentiality of participants, to the extent that such privacy and confidentiality of participants is protected by Federal and State law.
 4. The Administrative Entity's and/or an independent monitoring unit will at least annually monitor participant files and worksites. A written monitoring report will be sent to the Contracting Agency and a written corrective action plan will be required from the Contracting Agency within 30 days receipt of the monitoring report.
 5. No participant may be assigned to or remain working at any worksite affected by labor dispute or work stoppage.
 6. The Contract Agency will obtain written concurrence from the appropriate bargaining agent where a collective bargaining agreement exists with any worksite. The concurrence indicates that the union has been consulted and agrees with the proposed work project. If the union does not respond to the request for concurrence within 30 days, the program may proceed.
 7. The Contracting Agency will ensure that all participant worksite are aware of and receive a copy of the Child Labor Laws.
 8. The Contracting Agency shall not place any participant at any worksite where adequate supervision cannot be maintained.
 9. The Contracting Agency shall not place participants at worksites that is used or to be used for sectarian instruction or religious worship.
 10. The Contracting Agency shall not place participants at any worksite affected by a hiring freeze, promotional freeze, or lay-off from the same or substantially equivalent job within the same organizational unit.
 11. The Contracting Agency shall ensure that work experience worksites provide participants adequate orientation to worksite rules and standard practices.