



# West Tennessee Workforce Development Board

[www.westtennesseecareers.org](http://www.westtennesseecareers.org)

P. O. Box 264  
1527 White Avenue  
Henderson, TN 38340  
Phone: 731-989-0533  
Fax: 731-983-3149

Craig S. Butler  
*Board Chair*

Jimmy Bell  
*Director*

## Local Workforce Development Area 11 Policy Memorandum # 17-8

### Subject:

Youth Work Experience

### Purpose:

The purpose of this memorandum is to establish the policy on requirements and benefits available under West Tennessee Workforce Development Board through Youth Formula Funded Work Experience

References: WIOA Section 129(c)(2)(C) - 129(c)(4), TEGL 23-14, TEGL 8-15, 20 CFR 681.590 – 681.640

Background: WIOA requires 20% of Youth Formula Funds be expended on work experience for youth participants. Opportunities to explore careers and develop skills are provided to youth through **Work Experience**. 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. Types of work experience include:

- Summer employment opportunities and other employment opportunities available throughout the school year
- Pre-Apprenticeship programs
- On-the-Job training opportunities
- Internships and job shadowing

Work experience will enhance employability of youth through the development of work readiness and basic work skills including, but not limited to, the following:

- |                   |                       |
|-------------------|-----------------------|
| * Communication   | * Punctuality         |
| * Attendance      | * Dependability       |
| * Team work       | * Completing a task   |
| * Time management | * Decision making     |
| * Motivation      | * Conflict resolution |



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**Policy:**

West Tennessee Workforce Development Board will implement the twenty percent (20%) minimum work experience expenditure rate by providing opportunities for youth enrolled in WIOA to participate in work experience. Work experience opportunities are offered to youth when the participant's Individual Service Strategy (ISS) and Assessment identifies that the participant would benefit from this activity. Both employer and participant orientations, as well as worksite evaluations, must be conducted by the provider prior to the worksite placement.

*Worksite Approval*

Worksite will not be approved if work experience would result in the displacement of any current employee, including partial displacement such as a reduction in amount of non-overtime work. Also, work experience may not replace any worker who is on layoff or involved in a labor dispute. The worksite must train the participant in the area identified, monitor participant progress and contact Career Specialist with any problems. Worksite must be in compliance and abide with all appropriate state and federal requirements (Workers' Compensation, Unemployment Insurance, OSHA, Equal Opportunity, etc.).

If worksite is approved for work experience participation, a Worksite Agreement (Attachment I) must be completed and signed by both the participant and the worksite supervisor.

*Participant Approval*

Work Experience participant must attend orientation and agree to abide by the rules and regulations in the Participant Handbook. Participants will be assigned to a worksite based on the participant interview with the employer. The participant will be notified by the provider whether or not they have been accepted for the worksite. Provider will provide participant with the worksite address, supervisor, telephone number and work experience hours.

*Work Experience Payment Process & Length of Training*

Participants will be given a payroll schedule, and timesheets will be submitted every two weeks for payment. Participants will be paid an hourly wage which will be determined by the skills to be learned, but will be no less than minimum wage. In-School youth participants may only work a maximum of 16 hours per week; Out-of-School youth may work 30-40 hours per week depending on the worksite and the availability of funds. Hours worked (including weekends) shall not exceed 40 hours per week. No holiday pay will be received unless participant actually worked on the holiday. Length of work experience shall not exceed twelve weeks.

**Action:**

Youth participants will be made aware of the opportunity for work experience as part of their participation by the service delivery program staff. Service delivery staff will also contact businesses regarding the youth work experience activity and the possibility of becoming a worksite host.

**Contact:**

Questions regarding this policy should be addressed to Jimmy Bell, LWDB-11 Director, at SWHRA, 1527 White Avenue, P.O. Box 264, Henderson, TN 38340. Phone: (731) 983-3688. Email: [jbelle@swhra.org](mailto:jbelle@swhra.org).

**Attachments:**

Attachment 1 - Worksite Agreement

**Effective Date:** December 1, 2017

**Expiration Date:** Until further notice

Approved:   
Jimmy Bell, LWDA-11 Director

# LWDA-11-OSO

## Worksite Agreement

THIS AGREEMENT IS MADE BETWEEN SWTDD-WIOA AND \_\_\_\_\_  
CONTRACTOR WORKSITE HOST

PARTICIPANT
STATE IDENTIFICATION NUMBER

WORKSITE ADDRESS

CITY/STATE ZIP

PHONE NUMBER

JOB TITLE: \_\_\_\_\_ O'NET CODE: \_\_\_\_\_

JOB DESCRIPTION: \_\_\_\_\_

Whereas SWTDD has been awarded a grant for the delivery of youth services and programs under the Workforce Innovation & Opportunity Act (WIOA). This agreement is made between the Contractor and the above named Worksite Host. Under this agreement, participants will be provided useful work experience which will be consistent with each participant's capabilities and interests and which will assist these individuals to obtain future unsubsidized employment.

The Worksite host agrees to furnish equipment or tools, and materials or supplies as required on the job. Participants will also be continuously occupied with useful, productive work.

It is further agreed that each work experience will be conducted in a safe and sanitary working environment and that there will be adequate full-time supervision of each participant by qualified supervisors, adequate accountability for participant time and attendance, and adherence by all parties to the rules and regulations governing WIOA programs.

The work activities described in the job description will be performed on a scheduled work plan. Should the activities of the worksite change, or the job description or duties of the participant vary as stated above or on form, the Worksite Host agrees to notify the contractor immediately so the this agreement may be modified.

Accurate time and attendance records will be kept by the supervisor on each participant and will reflect the time accurately worked by the participant. Using the WIOA provided time sheets, participants shall sign in when reporting to work and returning from meal breaks, and sign out when taking meal breaks and completing the work day. In no case will a participant be allowed to sign in and out simultaneously. Time sheets will be signed at the end of each pay period by the supervisor, whose signature will certify their accuracy.

All payment will be made by SWTDD/WIOA. Participants will be paid by check every two weeks and will be required to sign a check register affirming that they received a check.

SWTDD/WIOA will provide: workman's compensation insurance for all program participants; wages for participants at a premium rate of not less than the minimum wage not to exceed 8 hours per day, nor more than 32 hours per week or 40 hours a weeks with special consent; and counseling for participants in work related matters when necessary.

The Worksite host further agrees to comply with all applicable federal and state child labor laws (as described in the WIOA Youth Supervisor's Handbook) and the federal Hazard Communication Legislation and Tennessee Hazardous Chemical Right-To-Know Laws.

The Worksite Host agrees to allow access by authorized SWTDD/WIOA staff to the premises of the user agency at all reasonable hours for monitoring the worksite, including counseling with participant, and inspecting safety and other working conditions.

The Secretary of labor, the Comptroller General of the United States, the Tennessee Department of Labor and Workforce Development or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the state and local government and their grantees and contractors which are pertinent to a specific grant program under the Act for the purpose of making surveys, audits, examinations, excerpts, and transcripts.

The Contractor must be notified immediately of all voluntary and involuntary terminations, any on-the-job or work related injuries, and any changes in work schedules and/or job descriptions.

This agreement shall be effective from the date of execution until termination of the project or termination by either party to this agreement with five (5) days advance notice.

The Worksite Host assures that participants will not be discriminated against because of race, sex, age, color, religion, or political affiliation.

I have read, understand, and agree to abide by the terms and conditions of this agreement.

Worksite Supervisor's Signature Date

Alternate Supervisor's Signature Date

I understand that this agreement and am aware of my job duties. I agree to notify

\_\_\_\_\_ if there are any problems with my job assignment.  
WIOA Career Specialist Name

Participant's Signature

**SPECIAL PROVISIONS FOR ELECTED OFFICIALS:** *As an elected official, (county, municipality, state, or federal), I attest by my signature that as agency head, no WIOA participant will engage in or be exposed to political activities during performance of their duties.*

Elected Official's Signature Date

Contractor Representative Date