



East Tennessee Local Workforce
Development Area
Workforce Innovation and
Opportunity Act

Policy


Pages: 3

Issued: October 16, 2018

Revised: July 1, 2024

Effective: July 1, 2024

Approved ETLWDB Chair:


Julie H Simpson (Jul 18, 2024 10:53 EDT)

SUBJECT: Youth Work Experience

POLICY STATEMENT: To provide policy direction for the implementation of Youth Work Experience (PWE) for WIOA eligible youth clients.

Introduction: WIOA includes a major focus on providing youth with work experience opportunities. WIOA prioritizes work experiences with the requirement that local areas must spend a minimum of 20 percent of local area funds on WIOA youth work experiences.

Purpose: PWE shall be a paid, planned, structured, and time-limited learning experience that takes place in a workplace. Work experience opportunities are typified by a partnership among WIOA Career Services, the PWE employer partner, and the PWE client. They are administered in accordance with WIOA regulations. The intent is to provide youth a positive, educational work experience—often a first-time work placement—in a supportive workplace environment.

Eligible WIOA Clients: WIOA eligible youth program clients

Process:

Participant Eligibility

All PWE clients must meet program eligibility requirements, be enrolled into the respective WIOA program, and have received an assessment resulting in the development of an Individual Service Strategy (ISS) that documents the participant's need for and benefit from a PWE.

Individuals who have received funding through an ITA or other WIOA funded training are also eligible for PWE. Funding for training and PWEs are separate.

Employer Eligibility

The PWE Employer:

- must be registered with the Internal Revenue Service (IRS) and have an account with the Tennessee Department of Labor and Workforce Development Unemployment Insurance.
- must be licensed to operate in the State of Tennessee and provide its Federal Employer Identification Number (FEIN);
- must have safe and healthy working conditions with no previously reported health and safety violations that have been reported but have not been corrected.
- does not illegally discriminate in training or hiring practices because of race, color, sex, national origin, religion, physical or mental disability, political beliefs or affiliations, age, or gender identity.
- shall not terminate the employment of any current employees or otherwise reduce its workforce either fully or partially (such as reduction in hours or benefits) with the intention of filling the vacancy with a PWE participant or as the result of having a PWE participant.
- shall not allow the PWE activity to result in the infringement of promotional opportunities for current employees; and

- shall not allow the participant to be involved in the construction, operation or maintenance of any part of any facility that is used, or to be used, for religious instruction or as a place for religious worship.

PWE Timeframe

There are no regulations governing the amount of time a participant may be placed in a PWE. Typically, PWEs average between 8-15 weeks. When determining the duration of a PWE activity, the following should be considered:

- objectives of the PWE,
- length of time necessary for the participant to learn the skills identified in the learning plan,
- the employer having sufficient quantity of meaningful work activities for the participant, and
- career services budget.

Compensation

Clients enrolled in a Paid Work Experience (PWE) shall be compensated an hourly wage of 10.00 per hour. Clients shall be paid only for the hours worked during the PWE as documented on the participant's time sheet.

PWE clients shall not be paid for:

- sick leave,
- vacation breaks,
- lunch breaks,
- a holiday recognized by WIOA Career Services as a "paid holiday"
- PWE clients are not authorized to work overtime.

PWE Funding Limits

PWEs are subject to lifetime maximum dollar limits of three thousand dollars (\$3,000.00) per participant. **Lifetime cap may be extended at the discretion of the Executive Director.**

Participant File Documentation

The following PWE documents shall be uploaded to the Virtual One Stop platform within three business days of creation of the documents:

- comprehensive assessment identifying a PWE as an appropriate service,
- completed ISS documenting the PWE services and outcomes,
- PWE Agreement (completed prior to the start of the PWE),
- learning plan (completed prior to the start of the PWE),
- weekly time cards/sheets, and
- case notes

PWE Agreement

PWE Agreements must contain, at a minimum, the following:

- clear statement of purpose;
- identification of all parties including the PWE participant;
- requirements of the employer, participant and WIOA Career Services;
- PWE start and end dates;

- Training job title and responsibilities;
- required tools, equipment or uniforms, if applicable;
- supportive services that are needed by the participant, if applicable;
- detailed computation of the anticipated wages to be earned;
- concurrence between employer and union when PWE is under a collective bargaining agreement, if applicable;
- a training plan that is incorporated by reference in the body of the contract; and
- signature and dates of all parties to the agreement

A single PWE Agreement may be written for group training with a single training site provided the working conditions, job description, training plan, wage rates, and terms of the Agreement are the same for all clients covered by the Agreement.

Modifications

PWE agreements may be modified. All modifications must be in writing and signed by all parties prior to the effective date of the modification. Verbal modifications of PWE agreements are not valid.

Monitoring

Career services must ensure regular and on-going monitoring and oversight of the PWE. Monitoring may include on-site visits and phone/email communication with the employer/trainer and participant to review the participant's progress in meeting training plan objectives. Any deviations from the PWE agreement should be dealt with promptly.

WIOA Career Service's oversight of the PWE participant's training and payroll records may be reviewed by Federal, State and local fiscal and program monitors. These entities will have the right to access, examine, and inspect any site where any phase of the PWE program is being conducted. Career Services will maintain its records and accounts in such a way as to facilitate the audit. Records must be maintained for five (5) years after the participant exits the Title I program.

DEFINITIONS

- Learning Plan – A signed agreement between the worksite supervisor, the participant and the WIOA service provider that describes the goals and project requirements during the PWE.
- Pre-Assessment – A documented evaluation of the participant's skills prior to, or at the beginning of, the PWE.
- Post-Assessment – A documented evaluation of the participant's skills at the end of the PWE. The assessment is intended to show improvement, or lack thereof, during the PWE.
- Work Experience (PWE) – A paid, planned, structured learning experience that takes place in a workplace for a limited period of time.
Transitional Jobs – provides limited work experience that is subsidized in the public, private, or non-profit sectors for those individuals with barriers to employment because of chronic unemployment or inconsistent work history.
- Unpaid Work Experience – An unpaid, planned, structured learning experience that takes place in a workplace for a limited period of time.
- Work Experience (PWE) Agreement – A written agreement between the PWE employer, the participant, and WIOA Career Services that outlines the program requirements and expected outcomes.







Youth Work Experience Policy

Final Audit Report

2024-07-18

Created:	2024-07-16
By:	Victor Oakley (voakley@ethra.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAABDRYEe0SXHQ0UzoY7sY6ztwLI9fifWIK

"Youth Work Experience Policy" History

-  Document created by Victor Oakley (voakley@ethra.org)
2024-07-16 - 6:14:04 PM GMT
-  Document emailed to jsimpson@utmck.edu for signature
2024-07-16 - 6:14:49 PM GMT
-  Email viewed by jsimpson@utmck.edu
2024-07-18 - 2:50:46 PM GMT
-  Signer jsimpson@utmck.edu entered name at signing as Julie H Simpson
2024-07-18 - 2:53:46 PM GMT
-  Document e-signed by Julie H Simpson (jsimpson@utmck.edu)
Signature Date: 2024-07-18 - 2:53:48 PM GMT - Time Source: server- Signature captured from device with phone number XXXXXXX8290
-  Agreement completed.
2024-07-18 - 2:53:48 PM GMT