

<b><u>MESA COUNTY WORKFORCE DEVELOPMENT BOARD</u></b>	
Policy and Procedure	
<b>Title:</b> Work Experience and Youth Incentive <b>Program:</b> Career Development Program (WIOA)	<b>State Policy Guidance Letter:</b> WIOA-2018-02 <b>Effective Date:</b> 7-1-2016 <b>Revision Date:</b> 5-1-2018
<b>Authorized Signature(s):</b>	

#### I. REFERENCE(S):

- [Workforce Innovation and Opportunity Act \(WIOA\) of 2014](#), Pub. L. No. 113 and 128
- [20 Code of Federal Regulations, Parts 680, 681, and 683.](#)
- [TEGL 12-09](#), Joint Guidance for States Seeking to Implement Subsidized Work-Based Training Programs for Unemployed Workers
- [TEGL 19-16](#), Guidance on Services provided through the Adult and Dislocated Worker Programs under the Workforce Innovation and Opportunity Act (WIOA) and the Wagner-Peyser Act Employment Service (ES), as amended by title III of WIOA, and for Implementation of the WIOA Final Rules
- [Fact Sheet #71: Internship Programs Under The Fair Labor Standards Act](#), U.S. Department of Labor Wage and Hour Division, Updated January 2018
- [Colorado Youth Employment Opportunity Act \(C.R.S. 8-12-101 et seq.\) Fact Sheet](#)
- [TEGL 08-15](#), Second Title I WIOA Youth Program Transition Guidance
- [Policy Guidance Letter \(PGL\) WIOA-2016-08, On-The-Job Training](#)
- [PGL WIOA-2017-12, WIOA Title I Youth Incentive Payments](#)

#### II. PURPOSE:

To provide direction for the successful implementation of work experience and summer youth employment opportunities in the Mesa County Local Area; to provide information regarding the payments of incentives to youth; and to identify Mesa County Workforce Development Board and The Career Development Program (WIOA Title I contractor) local policy for these Workforce Innovation and Opportunity Act (WIOA) activities

#### III. BACKGROUND:

Work experience is applicable to all WIOA core programs because it is an invaluable tool to engage businesses and to support job seekers in overcoming barriers to employment. Work experiences are designed to help individuals to establish a work history, demonstrate success in the workplace, and develop the skills that lead to entry into and retention in unsubsidized employment. WIOA includes a major focus on providing youth with work experience opportunities, with a requirement that local areas must spend a minimum of 20 percent of local area funds on work experience. For young people, work experience provides an opportunity for career exploration and skill development. Employers are critical partners that provide meaningful growth opportunities for young people through work experiences that give them the opportunity to learn and apply skills in real-world settings and ultimately jobs.

#### IV. POLICY/ACTION:

##### A. DEFINITIONS

A **work experience** is a planned, structured learning experience that takes place on a worksite for a limited period of time. Internships and other work experience may be paid or unpaid, as appropriate, and must be consistent with other laws, such as the Fair Labor Standards Act. An internship or other work experience may be within the private for-profit sector, the non-profit sector, or the public sector.

##### B. Work Experience for Adults and Dislocated Workers

Work experience for adults and dislocated workers may be provided as an individualized career service to enrolled Adults and Dislocated Workers, if appropriate to obtain employment. The terms internship and work experience are used interchangeably in WIOA for adults and dislocated workers.

To be eligible for a work experience, an individual must meet adult and dislocated worker program eligibility. There is no requirement for career and supportive services. Career services such as work experience may be provided in combination with an Individual Training Account (ITA). There is no minimum expenditure requirement or funding cap for work experience for adults and dislocated workers, except for transitional jobs.

**1. Transitional Jobs** are a type of work experience for adults and dislocated workers. A transitional job provides a time-limited work experience, paid and subsidized, for individuals with barriers to employment who are chronically unemployed or have inconsistent work history. These jobs are designed to enable an individual to establish a work history, demonstrate work success in an employee-employer relationship, and develop the skills that lead to unsubsidized employment. Local areas may use up to 10 percent of their combined adult and dislocated worker allocations for transitional jobs. Other types of work experience are not subject to a funding cap. Career services and supportive services are required to be provided as part of any transitional jobs strategy. Because of the different requirements for transitional jobs compared to other types of work experience, transitional jobs will be further addressed in a separate policy guidance letter.

### C. Work Experience for Youth

For youth, work experiences are one of the fourteen required program elements that must be made available. Work experiences may be paid or unpaid, but they all must include academic and occupational education components. The types of work experiences include the following categories:

- Summer employment opportunities and other employment opportunities available throughout the school year;
- Pre-apprenticeship programs;
- Internships and job shadowing; and
- On-the-job training (OJT).

The academic and occupational education components may occur concurrently or sequentially with the work experience, based on a participant's Individual Employment Plan and individual needs. The academic and occupational education component may occur inside or outside the work site. The worksite employer can provide the academic and occupational component or such components may be provided separately in the classroom or through other means. Mesa County determines the flexibility to decide who provides the academic and occupational education component.

The academic and occupational education component refers to contextual learning that accompanies a work experience. It includes the information necessary to understand and work in specific industries and/or occupations. For example, if a youth is in a work experience in a hospital, the occupational education could be learning about the duties of different types of hospital occupations such as a phlebotomist, radiology tech, or physical therapist. Whereas, the academic education could be learning some of the information individuals in those occupations need to know such as why blood type matters, the name of a specific bone in the body, or the function of a specific ligament. Mesa County reserves the flexibility to determine the appropriate type of academic and occupational education necessary for a specific work experience.

- a. Under WIOA, **summer employment opportunities** are a component of the work experience program element. If providers administering the work experience program element are selected through a competitive process, the employers who are providing the summer employment opportunities do not need to be selected through a competitive process. Local programs are encouraged to coordinate work experiences, particularly summer employment, with other youth serving organizations and agencies.
- b. **Job shadowing** is a work experience option where youth learn about a job by walking through the work day as a shadow to a competent worker. The job shadowing work experience is a temporary, unpaid exposure to the workplace in an occupational area of interest to the participant. Youth witness firsthand the work environment, employability and occupational skills in practice, the value of professional training, and potential career options. A job-shadowing experience can range from a few hours to a week or more. Job shadowing is designed to increase career awareness, help model appropriate behavior, and reinforce in the youth the link between academic classroom learning and occupational work requirements. It provides an opportunity for youth to conduct short interviews with people in their prospective professions to learn more about those fields. Job shadowing is like an expanded informational interview. By experiencing a workplace first-hand, youth can learn a great deal more about a career than through research alone.
- c. A **pre-apprenticeship** is a program designed to prepare individuals to enter and succeed in a registered apprenticeship program and includes the following elements:
  - i. Training and curriculum that aligns with the skill needs of employers in the economy of the state or region involved;
  - ii. Access to educational and career counseling and other supportive services, directly or indirectly;

- iii. Hands-on, meaningful learning activities that are connected to education and training activities, such as exploring career options, and understanding how the skills acquired through coursework can be applied toward a future career;
  - iv. Opportunities to attain at least one industry-recognized credential; and
  - v. A partnership with one or more registered apprenticeship programs that assists in placing individuals who complete the pre-apprenticeship program in a registered apprenticeship program.
- d. **On-the-job training (OJT)** means training by an employer that is provided to a paid participant while engaged in productive work in a job that:
- i. Provides knowledge or skills essential to the full and adequate performance of the job;
  - ii. Is made available through a program that provides reimbursement to the employer for the extraordinary costs of providing the training and additional supervision related to the training; and
  - iii. Is limited in duration as appropriate to the occupation for which the participant is being trained, taking into account the content of the training, the prior work experience of the participant, and the service strategy of the participant, as appropriate.

See [WIOA-2016-08, On-the-Job Training](#), for further information on OJTs.

#### D. 20% Youth Work Experience Expenditure Requirement

Title I of WIOA includes a requirement that a minimum of 20 percent of local area Youth funds must be spent on work experience. Program expenditures on the work experience program element can be more than just wages paid to youth in work experience.

Allowable expenditures include:

- Wages/stipends paid for participation in a work experience;
- 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;
- Staff time working with employers to ensure a successful work experience, including staff time spent managing the work experience;
- Staff time spent evaluating the work experience;
- Participant work experience orientation sessions;
- Employer work experience orientation sessions;
- Classroom training or the required academic education component directly related to the work experience;
- Incentive payments directly tied to the completion of work experience; and
- Employability skills/job readiness training to prepare youth for a work experience.

The percentage of funds spent on work experience is calculated based on the total local area youth funds expended for work experience (not calculated separately for in-school and out-of-school youth). The 20 percent requirement is calculated after administrative costs have been subtracted from the total amount of youth funds, and the compliance requirement is applied to each year of funds separately at the end of the two-year life of the funds.

Supportive services are a separate program element and cannot be counted toward the work experience expenditure requirement even if supportive services assist the youth in participating in the work experience.

#### E. WAGES FOR WORK EXPERIENCES-

WIOA enrolled customers will be placed on regular payrolls for paid work experiences through WIOA Title I Contractor; Hilltop Career Development Program. Work Experience participants will be compensated according to minimum wage standards, and/or prevailing wage of employees with similar training, experience and skills for a similar occupation, as set by the employer. Since work experiences are intended as trainee positions, wages should not typically exceed those for entry level employees.

**NOTE: With many work experience placements, an individual's skill sets may not meet the standard occupational classification qualifications for the position. Therefore, this distinction may allow the wages to be set below the prevailing wage standards, and what might be acceptable for a placement of an individual that meets the classification requirements.**

#### STIPENDS FOR WORK EXPERIENCES-

Mesa County does not utilize stipends at this time, and if the need arises in the future this will be investigated by the Mesa County Workforce Development Board.

## F. INCENTIVES FOR YOUTH PARTICIPANTS

Incentive payments to youth participants are allowed for recognition and achievement directly tied to training activities and work experiences. See the [WIOA Title I Youth Incentive Payments](#) Policy Guidance Letter for further information.

Career Development Staff are to store an "IN" activity code in Connecting Colorado service screen for tracking. Incentives may only be paid to WIOA youth customers, not adults or dislocated workers. According to IRS publications, incentives are considered miscellaneous compensation and are **taxable**. **NOTE: Career Development Program staff must ensure Incentive payments are tied to goals in each Youth's Individual Employment Plan. Mesa County's local policy for reasonable amount limits of incentive payments shall not exceed \$400.00 for any one incentive. Mesa County Local Area process for awarding incentives insures equitability and avoids arbitrary or discriminatory practices.**

- A. Examples can include but not limited to Work readiness and Vocational education attainment through internships and On-The-Job Trainings with completed evaluations forms from employers.
  - i. \$50.00 for positive scores on the Work readiness/Vocational education evaluations half way through training and completion on training.
- B. Obtainment of employment can be verified by receiving a letter, fax, information from the work line from the customer's employer indicating the start date. Other forms of acceptable information include a documented conversation by the case manager to be included in the confidential notes or current paystub.
  - i. \$50.00 for verified obtainment of employment after successful completion of education or training.
- C. Retention of employment is another way that a customer can earn an incentive. A CUBS wage inquiry must be completed to verify retention of employment. A documented conversation with the customer's employer verifying continued employment is also an acceptable form of proof. Available as a 1 time payment prior to termination.
  - i. \$50.00 for verified retention of employment after successful completion of education or training.

Incentives will be defined on the WIOA cost per Participant Cap list described in the Support Services local policy for Mesa County. Incentive may only be awarded from the attainment of goals established on the participants Individual Employment Plans.

## G. Measurable Skill Gains

Work experience in the WIOA title I Adult and Dislocated Worker programs are not considered education or training programs and, therefore, the measurable skill gains indicator may not apply to those participants engaged only in work experience under the WIOA title I Adult and Dislocated Worker programs.

The Youth program work experience must include academic and occupational education components. In order for a youth in a work experience to be counted in the measurable skill gains measure, they will need an educational service code in addition to their work experience code. Measurable skill gains will be further addressed in a separate policy guidance letter.

## H. Work Experience Agreements/Contracts

Career Development Program staff will complete a work experience agreement/contract with each worksite that is utilized. It is recommended that a signed copy of the Work Experience Agreement is given to all parties to ensure that the expectations are fully understood. At a minimum, the worksite agreement used in Mesa County will include the following elements:

- a. Responsibilities and expectations of the participant, the worksite employer, and the local area representative;
- b. job title, duties, and goals for the participant;
- c. the length of the work experience;
- d. the wage rate for the participant;
- e. the academic and occupational education components of the work experience clearly identified;
- f. the requirements for participants and worksite supervisors to complete/sign timesheets;
- g. the worksite supervisor's agreement to maintain and make available time and attendance, payroll, I-9, and other required documentation;
- h. a statement informing the worksite that they may be subject to worksite monitoring by both state and local representatives, as well as regular visits by case management staff to check on the progress of

- the work experience participants; and
- i. assurances that work will be in accordance with WIOA Section 181 (fair and equal wages, prohibition on displacement of current employees, equal benefits and working conditions, prohibition on use of funds after relocation, collective bargaining).

### **UNEMPLOYMENT INSURANCE (UI) BENEFITS AND WORK EXPERIENCE OPPORTUNITIES**

An individual receiving work relief or work training, such as a WIOA work experience, is not considered “employed” for the purposes of qualifying for Unemployment Insurance Benefits, even though they might be on a regular payroll, receiving wages, and are considered employed under FLSA. Therefore, a participant completing a work experience and then filing for UI will not qualify for UI on the basis of the work experience.

Work Experience wages are counted as earnings when a participant is currently on a UI claim. This income does have the potential to affect the amount and duration of the UI claim, in the same manner as regular wages.

### **WORKERS’ COMPENSATION:**

Career Development Program ensures, through payroll services contractors, that all work experience participants under WIOA programs are covered by Workers’ Compensation. Work Experience agreement/contract specifies that workers compensation coverage will be provided by WIOA Title I contract provider; Hilltop Community Resources.

## **I. Review and Monitoring of Worksites**

### **a. Pre-Evaluation**

Career Development Program will utilize a Work Experience Proposal; titled Work Experience Agreement and verbal employer interview as pre-evaluation tools to determine the appropriateness of utilizing the employer for work experiences. The Work Experience Proposal includes legal provisions of the worksite contract such as safety, labor law requirements, status of layoffs, etc. In addition, the Work Experience Proposal – Work Experience Agreement and interviews evaluate age appropriateness and level of exposure to work readiness and job skills, type of supervision available, as well as review the previous work experience placements at the same location.

Potential worksite employers should demonstrate a commitment to helping participants receive the experience and training needed to meet their ISS/ IEP goals. As part of participation, Work Experience employers should be willing to work closely with program staff, especially when accepting participants that have barriers to employment. Proper worksite supervision is one of the factors reviewed prior to placement of the participant in the work experience activity

### **b. Worksite Monitoring**

Career Development Program staff will actively monitor the worksite and activities described in the work experience agreement/contract to ensure that the legal and performance requirements, as mentioned previously in this policy, as well as the work experience goals, are being met by all parties.

Local monitoring procedures include a detailed monitoring guide and information on how the Mesa County will monitor to the provisions of the work experience agreements with the employer, participant, and the workforce center representative. In addition, Mesa County will ensure that the work place has policies on workplace safety and follows those guidelines. Procedures should also be in place to validate skill and competency attainments.

- i. Roles of the worksite supervisor, participant, and workforce center representative;
- ii. Monitoring of worksites to ensure that all parties are in compliance with the agreement;
- iii. On-site monitoring of worksite conditions and supervision (every new worksite must be visited at least once);
- iv. Methods for validation of skill and competency attainment for participants; and
- v. How worksite monitoring documents will be maintained by the local area.

## **2. Pattern of Failure**

Non-performance of a worksite, or “pattern of failure”, may include an employer who does not submit reimbursement/performance evaluation documents in a timely manner to program case managers several times, violates any Federal and/or State employment laws, knowingly claims incorrect hours on time sheets to gain profit from the WIOA program, and does not permit program case managers to inspect worksite conditions if claims are made by program participants that the worksite is unsafe. Non-

performance, or pattern of failure, may include instances when participating employers utilize paid work experiences in place of actual employment.

Any of these circumstances will be addressed in person with the employer. An opportunity will be given to the employer to correct the “pattern of failure”. If no correction is made, then a written notice from the Career Development Program (WIOA) to the employer regarding the immediate termination of the work experience agreement will be sent. Depending on the severity of the above mentioned “pattern of failure”, an immediate termination of a work experience agreement may occur at any time.

## J. Workplace Laws

Work experiences must be provided in accordance with WIOA Section 181, which requires fair and equal wages, and equal benefits and working conditions. Section 181 and the Fair Labor Standards Act prohibit work experience activities from displacing current employees or creating a layoff, filling openings that resulted from a labor dispute, or infringing on the promotional opportunities of current employees.

The employer of record must provide workers' compensation insurance to work experience participants on the same basis as the compensation provided to other individuals in the state in similar employment. The worksite employer must adhere to labor laws and health and safety requirements.

WIOA funds may not be used for a work experience that promotes or supports the use, possession or distribution of marijuana. We are awaiting further guidance from USDOL on work experience in the hemp industry. Please discuss specific situations with your Regional Liaison.

Section 188 of WIOA prohibits participants from working on the construction, operation, or maintenance of a facility that is used primarily for religious instruction or worship. Work experience placements are allowable in faith-based community organizations, as long as the participant does not engage in inherently religious activities, such as religious worship, instruction, or proselytizing. In addition, work experience participants may only be placed in faith-based organizations that do not discriminate against a person seeking help who is eligible for services.

Unpaid internships with “for profit” employers must be in accordance with the Fair Labor Standards Act and ensure that the intern is the “primary beneficiary” of the relationship. This [fact sheet](#) provides general information to help determine whether interns and students working for “for profit” employers are entitled to pay under the Fair Labor Standards Act.

The Colorado Youth Employment Opportunity Act regulates the employment of minors in Colorado. Please review the [fact sheet](#) to ensure that any paid youth work experience complies with the requirements.

## K. Documentation

### a. Participant Case Files

Case files must include a copy of the work experience agreement, documentation to justify wages/stipends, and case notes on the participant’s progress. The work experience agreement must clearly identify both the academic and occupational education components of the work experience.

Acceptable documentation for stipends must be tracked through Connecting Colorado, local financial management systems, and the case file. Some examples of acceptable documentation might include:

- Attendance records
- Certificate of Completion
- Case notes verifying the completion and date of completion
- Time records or time sheets

### b. Tracking Participants in Connecting Colorado

Work Experiences are considered Individualized Career services and a Youth Program Element by USDOL. Mesa County and the Career Development program will refer to the appropriate help screen document in Connecting Colorado to ensure that proper coding of additional services is accurate. Activity Codes for work experiences are:

**AD**: Adult/Dislocated Worker **WE**: Paid Work Experience **PA**: Pre-Apprenticeship **OK**: Job Shadowing  
**TJ**: Transitional Jobs  
**WU**: Unpaid Work Experience

**Youth**

**SE:** Summer Work Experience

**WE:** Paid Work Experience

**PA:** Pre-apprenticeship

**OK:** Job Shadowing **OJ:** On-the-Job

Training

**WU:** Unpaid Work Experience

The amount spent on stipends or wages can be recorded in the “cost” field listed under the relevant activity code in Connecting Colorado.

**V. IMPLEMENTATION DATE:** Effective Immediately.

**ATTACHMENTS:**

1. Work Experience - Proposal
2. Work Experience - Worksite Guide
3. Work Experience - Payroll Record Set Up
4. Work Experience - Timesheet



Career Development Program
Mesa County in Partnership with Hilltop



Work Experience Proposal

Proposed Position Title: \_\_\_\_\_

Hours per week (up to 29): \_\_\_\_\_ Work Experience Wage: \_\_\_\_\_

Worksite Employer: \_\_\_\_\_

Worksite Address: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Supervisor of intern (if different): \_\_\_\_\_

Employer/ Job Site FEIN: \_\_\_\_\_

We have an active Employer Account in connectingcolorado.com?  Yes  No

We need assistance creating/updating an Employer Account in connectingcolorado.com?  Yes  No

\*An Employer Account must be active in ConnectingColorado.com prior to WE proposal approval

Job description/Duties assigned to intern:

Please fill out & attach complete job description

- 1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

Minimum qualifications needed for intern candidate:

Physical requirements of position: \_\_\_\_\_

Attestation of Worksite Supervisor:

- a. No individuals are on layoff from the same or any substantially equivalent job within the company or organization, and
b. No existing regular employees were terminated to create the vacancy that will be filled by the program participant
c. The Worksite will comply with all applicable state and federal labor laws.
d. I understand that monitoring or evaluation of the worksite by both the state and local representatives may occur.
e. I understand that while an individual is placed on a work experience they cannot be engaged in any political activities, support any religious group, or promote or oppose unionization.

I agree with the information provided within this proposal and will comply with all requirements

Signature of Site Supervisor \_\_\_\_\_ Date \_\_\_\_\_

Signature of Intern \_\_\_\_\_ Date \_\_\_\_\_

Signature of CDP Case Manager \_\_\_\_\_ Date \_\_\_\_\_





Workforce Innovation & Opportunity Act
WIOA
Mesa County in Partnership with Hilltop



WORK EXPERIENCE WORKSITE GUIDE

The following individual has been identified to participate in a Work Experience activity through the Mesa County Workforce Center's WIOA program.

Participant's Name

MSK

This document is intended to explain the Work Experience activity and clarify expectations of the Worksite Supervisor and Participant, should he or she be placed in the activity at the identified Worksite.

Name of Worksite

Work Experience:

The Work Experience activity is a service provided for WIOA Adults, Dislocated Workers, and Youth program participants that:

- I. Is a planned, structured learning experience;
II. Takes place in a workplace;
III. Is set for a limited period of time;
IV. Is paid only for actual hours worked up to 29 hours per week (pay for holidays or overtime is not allowed, Youth 16 and 17 years old without a GED or HS Diploma cannot work more than 8 hours in a day [http://www.coworkforce.com/sjh/knowyourrights.asp]);
V. Is designed to promote the development of good work habits and basic work skills
VI. May be in the private for profit sector, non-profit sector, or the public sector;
VII. May be paid or unpaid; and,
VIII. Is covered under workers compensation by the employer of record.
IX. Is not eligible nor qualifies for Unemployment Insurance Compensation benefits upon completed.

This Work Experience activity will begin on (WE - Start Date) and is estimated to complete on (Estimated Completion Date). The participant may not begin the work (experience) until the Employer of Record has presented and gone over this Guide and its contents with the worksite supervisor and the participant. The start of work must not precede the date on this document has been signed by the Worksite Supervisor and participant.

(mark one)

This Work Experience activity is a paid activity at the rate of \$ Per hour to be paid by the Employer of record. The rate of pay shall be the current minimum wage or the prevailing wage for the occupation, whichever is appropriate. If the prevailing wage is used, research and documentation shall be provided and added to the participant file. The first pay date for this activity is; or,

This Work Experience activity is an unpaid activity and tangible benefits shall be provided, in lieu of wages proportionate to the level of the participant's contribution to the worksite. (The Employer of Record shall attach the strategy for ensuring that tangible benefits are received).

**WORKSITE SUPERVISOR** shall:

- I. Provide adequate direction and supervision for the participant and ensure sufficient work to occupy the participant during the scheduled working hours;
- II. Notify the employer of record of any changes to the required hours and work necessary to be performed by the participant in order to evade any terminations due to lack of work;
- III. Provide a copy of its policy to the participant covering any specific rules or regulations by which the participant is expected to abide;
- IV. Assure that appropriate standard for health and safety will be maintained, including but not limited to adherence to both federal and state Child Labor Laws and ensure a drug-free workplace;
- V. Not discriminate against any Work Experience participant because of race, color, religion, sex, or national origin.
- VI. Not subcontract the Work Experience position to a third party and that the worksite company will be the sole provider of the training.

**EMPLOYER OF RECORD** shall:

- I. Ensure that the worksite employer and participant are provided a WIOA worksite orientation prior to the start date of the participant on the worksite;
- II. Be required to ensure that the work experience will be conducted in a safe and sanitary work environment;
- III. Be required to ensure there will be adequate supervision by qualified worksite supervisors;
- IV. Be required to monitor the participant's progress in correlation to the participant's employability development plan and conditions of the Work Experience activity.
- V. Provide counseling to the participant who may be experiencing unsatisfactory performance.

**MISCELLANEOUS**

The Work Experience participant is covered under worker's compensation by the Employer of Record. In the event of an injury, the Worksite Supervisor shall file injury reports when applicable and immediately advise the employer of record as the Workers' Compensation provider of the incident.

A Job Description shall be provided by the Worksite Supervisor for the participant and attached to this document. The description shall be consistent with the participant's capabilities, career interests and goals or provide the work maturity skills necessary for a youth participant with little or no prior work history.

The Work Experience activity may be terminated if the arrangement is determined to be inappropriate at any time during the activity by the Employer of Record, the Worksite Supervisor or the participant and such determination is in the best interest of the participant.

The worksite supervisor shall the assist employer of record by maintaining and providing the appropriate documentation (signed timesheets) to the employer of record on a timely basis to ensure the participant is paid on a timely basis. Arrangements for collection of documents shall be made between the Worksite Supervisor and the WIOA Case Manager.

In the event of funding restraints, the Work Experience activity may be terminated prior to the estimated date of completion. Should this need to occur, the Employer of record will communicate and work with the Worksite Supervisor and participant to resolve the issue as beneficially for the participant as possible.

The Work Experience position shall not displace any currently employed worksite employee or jeopardize any current worksite employee's employment conditions such as a reduction in hours of non-overtime work, wages or employment benefits. The participant shall not be placed in a work experience activity if (a) any other individual is on layoff from the same or any substantially equivalent job, or (b) when the worksite has terminated the employment of any regular employee, or has otherwise reduced its work force with the intention of filling the vacancy so created by utilizing a work experience participant.

## **DEFINITIONS**

**Employer of Record** means or WIOA Contractor "Hilltop Community Resources, Inc."

**Worksite Supervisor** is the person at the worksite established to perform supervisory duties and responsibilities outlined in this document.

**Work Experience Participant** is the individual who has been determined eligible for and enrolled into the WIOA program and has been determined appropriate to participate in a Work Experience opportunity.

By signing this document, the Worksite Supervisor and participant state that this Guide and its contents have been explained clearly and that any questions or concerns that may have arisen have been addressed by the WIOA Case Manager, representing the Employer of Record.

### **Worksite Supervisor**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### **WIOA Participant**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### **WIOA Case Manager**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



# RELEASE AND WAIVER OF LIABILITY AGREEMENT

## Work Experience Participants

Hilltop Community Resources, Inc. hereinafter referred to as We or Our and You referring to your business or agency.

1. Hilltop Community Resources provide all wages, taxes, withholding, and workers' compensation. Medical benefits and vacation pay are not available to participants. We recruit and assign participants to you to perform the job duties you specify. You agree to notify us if those duties or workplace of participants change.
2. Hilltop Community Resources complies with all Federal, State, and Local employment laws and regulations. You agree to provide our participants with a safe, suitable workplace and equipment, and to comply with all applicable Federal, State, and Local laws including appropriate workplace-specific safety and health training that adequately addresses potential hazards at your worksite. You agree to indemnify and hold Hilltop Community Resources harmless from claims or damages resulting from your non-compliance with applicable laws and regulations. Hilltop Community Resources pays work experience participants promptly, based on information approved by you.
3. We provide insurance to cover Workers' Compensation and General Liability. You agree to maintain liability insurance for any motor vehicle, forklift, or other low speed or utility vehicles operated by a Hilltop Community Resources participant, and agree to waive all rights of recovery against Hilltop Community Resources as the employer for the Hilltop Community Resources participant.
4. All services performed by our participants shall be under your direction, supervision and control, and you shall be responsible for ensuring that the services meet your requirements and agree that we are not responsible for the accuracy or correctness for the resulting work product.
5. If our participants have access to unattended premises or the care, custody, or control of cash, checks, credit card number, ATM bank cards, negotiable, confidential information, trade secrets, or other valuable property, then you agree to indemnify and hold us harmless from any resulting loss or damage.
6. Hilltop Community Resources will provide participants for positions where operating a low speed, utility vehicle and forklift if notified in writing prior to an assignment. We must know in advance, so we can assign participants who are qualified to meet your specifications. During an assignment, if our participants operate a low speed, utility vehicle or forklift you agree to indemnify and hold us harmless for bodily injury, property damage, collision, or public liability claims, regardless of fault. Hilltop Community Resources participant must not operate a motor vehicle or heavy equipment at any point while on the job as part of the job duty.
7. You supervise, direct, and control the work performed by Hilltop Community Resources participant, and assume responsibility for all operational results, including losses or damage to property or data in the care, custody, or control of a Hilltop Community Resources participant. You agree to indemnify and hold us harmless from any claims or damages that may be caused by your negligence or misconduct, and agree on behalf of your insurer(s) to waive all rights of recovery (subrogation) against us.
8. Hilltop Community Resources will, at your written request, conduct a Colorado criminal history check as permitted by state law.

Company/Agency: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Contact Information:  
Hollie VanRoosendaal (970) 248-0866 or  
Garrett Morrison (970)244-0609

### Mesa County Workforce Center Work Experience Payroll Record Set Up

MSK	Last Name	First Name	MI

Service code \_\_\_\_\_ LOFF \_\_\_\_\_ Start Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Agent ID \_\_\_\_\_

Project Code \_\_\_\_\_ Estimated Completion Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Expenditure \$ \_\_\_\_\_ Contract # \_\_\_\_\_

Training ONET Code \_\_\_\_\_ Location Code \_\_\_\_\_ Non-Trad \_\_\_\_\_

Hours per week \_\_\_\_\_ Wage/Hr \$ \_\_\_\_\_ Total Hours \_\_\_\_\_

Worksite/Training Facility \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Phone ( \_\_\_\_ ) \_\_\_\_\_

Job Title: \_\_\_\_\_

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Send the following forms to Payroll prior to the participant beginning work at the worksite to establish a payroll account:

- Work Experience Payroll Record Set up form
  - Completed I-9 Employment Verification form
  - Supporting Documents for the I-9 form
  - Copy of the signed Social Security Card
  - Affirmation of Legal Work Status
  - Completed W-4 form
-



## Mesa County Workforce Center Work Experience Time Sheet



CONTRACT#	MSK#	Last Name	First Name

Service (CC)	Cost Category (GP)	Hourly Rate
WE	WE Timesheet	\$

Start Date	Estimated End Date

Participant's Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

Worksite Name \_\_\_\_\_ Job Title \_\_\_\_\_

Worksite Supervisor Name \_\_\_\_\_ Phone \_\_\_\_\_

Employment Specialist \_\_\_\_\_ Employment Specialist Phone \_\_\_\_\_

**WFC Office Use:**    Maximum Hrs: \_\_\_\_\_    Total Hrs to Date: \_\_\_\_\_    Time Sheet #: \_\_\_\_\_

**Employer & Participant complete each section below:**

Pay Period (enter dates) From: _____ To: _____							
SUN:	MON:	TUE:	WED:	THU:	FRI:	SAT:	TOTAL
SUN:	MON:	TUE:	WED:	THU:	FRI:	SAT:	TOTAL
Round time to nearest quarter of hour (e.g. 5 hrs & 45 min = 5.75)							<b>PAY PERIOD TOTAL:</b>
Please indicate participant's performance rating below (circle)							
Performance Measure	Poor (1)	Fair (2)	Satisfactory (3)	Good (4)	Excellent (5)		
Job Knowledge	1	2	3	4	5		
Work Quality	1	2	3	4	5		
Attendance	1	2	3	4	5		
Dependability	1	2	3	4	5		
Communication/Listening Skills	1	2	3	4	5		
Additional comments worksite supervisor would like to provide:							

All parties certify the number of hours worked are listed correctly; that the services of this participant were performed per the rating above; and that worksite employer has reported any areas of concern to the local WFC Employment Specialist.

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Worksite Supervisor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Return to Employment Specialist: \_\_\_\_\_