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WORKSITE MANUAL

WIOA YOUTH PROGRAMS
TRAIN & EARN



Introduction

This handbook summarizes the WIOA Train & Earn Internship Program rules and regulations for approved Worksite locations.

The goal of the WIOA Train & Earn Internship Program is to provide New York City youth with work experiences that build on their individual strengths and incorporate youth development principles. These principles include engaging the talents and interests of youth, developing their skills and competencies, and providing positive adult role models.

Worksites are critical to the success of TRAIN & EARN. As a Worksite, your organization will work with a DYCD-funded TRAIN & EARN Provider to offer youth the appropriate work experiences under properly supervised conditions.

Part I of this handbook explains the responsibilities of the Worksite in providing youth with appropriate work experience, including work experiences that are to be completed in person. Part II sets forth expectations for the proper supervision of youth and workplace safety.

Please read this handbook carefully and thoroughly. We hope to make this a pleasant and smooth experience for everyone involved. If you have any questions, please bring them to the attention of your Train & Earn Provider so that they can be answered promptly.

We look forward to working with you!

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PART I:
WORKSITE APPLICATION &
WORKSITE CERTIFICATIONS AND ASSURANCES

The Worksite Application is designed to determine the prospective Worksite's ability to accommodate TRAIN & EARN participants during the summer and abide by the rules set forth by DYCD. It requires the Worksite representative to give the specific details of the job(s) to be offered to Participants, including typical tasks for each job title, and if applicable, special experience requirements. The application must be completed and approved before Participants can be assigned to your site for work.

Worksite Applications will be reviewed by the TRAIN & EARN Provider and DYCD to determine that constructive, structured work experiences are offered and that the work experiences themselves are not prohibited activities; appropriate time and attendance verification procedures are in place and will be exercised; and adequate arrangements have been made regarding the supervision of Participants. The special experience requirements will be scrutinized closely to assure that qualifications are non-discriminatory and that they relate specifically to the tasks to be performed.

A. Job Descriptions:

Worksites are responsible for providing participants with meaningful work experience in a structured environment, including instances where Worksites provide remote/virtual work experiences. They should encourage participants to acquire skills and habits that will lead to greater employability.

In each internship description, the Worksite must be detailed and provide a clear picture of what the participants will be doing. The following descriptions, while not all inclusive, can provide a guide to the types of allowable work experiences:

- Participants may be assigned as a computer or technical aide assisting in data entry, program development and/or maintenance and aiding in network support.
- Participants may be assigned as community and social service aides and perform functions such as surveying the existing services within a community and distributing this information to community residents. Participants may hold various office positions and perform such duties as typing, filing, answering telephones, photo copying and carrying messages.
- Participants may assist in the performance of recreational and tutorial services for children, the aged, and the disabled. Job duties in this area may consist of escorting youngsters on trips, assisting in the supervision of younger children in day camp/day care settings, and assisting teachers in recreational and tutorial programs for pre-school or pre-teen youth by tutoring the children in reading and math, organizing games, etc. worksites are responsible for ensuring that participants assigned to these duties in day care/day camp settings are in compliance with the state and local health laws governing these types of facilities.

- Participants may take part in the performance of neighborhood beautification. This may entail assisting in landscaping, gardening, and the maintenance of parks. They may also assist in indoor maintenance activities as custodial aides.
- Participants may assist in the preservation of cultural activities. Job duties in this area may include performing the duties of a museum aide, photographer assistant, or providing assistance in the performing arts.
- Participants may be assigned to hospitals, community clinics, and mental health facilities and prevention programs. They may also act as receptionists, or dietary and therapeutic aides in rehabilitation programs, etc. Participants may not be given the title or duties of a “Physician Assistant.”

The experience level requested should be in line with the duties to be performed. The requirements cannot be discriminatory. For example, in no case should the requirements be based on race, gender, religion, national origin, or political affiliation. Nevertheless, the prohibition against discrimination shall not be interpreted to prohibit bona fide selection criteria that are based on statutory age restrictions or reasonable safety considerations.

NOTE: The TRAIN & EARN Provider will assess each Participant to determine their work-related interest and skills. Afterwards, the TRAIN & EARN Provider will make every reasonable effort to match Participants with an internship that will complement these interests and skills. However, Worksites must understand that this may not always be possible.

B. Supervision

The prospective Worksite must have enough supervisors to provide direction, training, and counseling to Participants at a minimum of one (1) supervisor for every twelve (12) participants. *[Ratio may vary in the case of childcare-related Worksites and be affected by the age of attending youth.]*

The Worksite must perform background screening for all staff members, including permanent, seasonal, and volunteer staff, who will be working with TRAIN & EARN Participants. Such background screening must include criminal history and employment history, while complying with applicable law, including the New York City Fair Chance Act and Article 23-A of the New York Correction Law. Based on the background screening, the Worksite must make a determination, which is subject to approval by DYCD and/or the TRAIN & EARN Provider, as to whether staff may properly and safely supervise or work with youth. The Worksite must further certify that none of the officers, directors, or managing personnel of the Worksite has been convicted of defrauding the City/State/Federal government or of obstructing an investigation with respect to such fraud during the past three years.

C. Special Tools

The prospective Worksite must indicate its ability to provide such tools-of-the-trade and safety equipment as will be necessary for the participants to carry out their jobs, at no cost to the participants, the TRAIN & EARN Provider or DYCD. For example, if the job involves photography, a camera should be available. If the job involves data entry, then computers should be available. Worksites must understand that it is their responsibility to provide the equipment and materials required and, in the quantities necessary for participants to perform the work activities proposed. This includes any special uniforms (e.g., t-shirts, caps) for participants required to be worn to perform daily duties.

D. Evaluation of Participants

Worksite supervisor(s) must formally evaluate every Participant assigned to their Worksite twice during their internship, during the middle and the end of the internship. The TRAIN & EARN Provider will provide standard DYCD forms. For the benefit of the participant, the Worksite supervisor should review the evaluation with the Participant and provide appropriate feedback. Each completed evaluation must be submitted to the TRAIN & EARN Provider to be placed in the Participant's file.

E. Record Keeping

The Worksite must maintain a file for each participant containing counseling summaries, voluntary work agreement (if applicable), participant's evaluations, copies of weekly timesheets, and other program documents provided to the participant. The Worksite must also be provided with and maintain an up-to-date roster of all participants assigned to the Worksite with the participant's name and Registration I.D. number in order to ensure complete participant accountability. Your TRAIN & EARN Provider will explain the preceding responsibilities in greater detail during your program orientation.

The Worksite must maintain the confidentiality of Participants' personal and identifying information. Participant files, whether digital or physical, must be kept secured and the Worksite must restrict access to Participants' personal and identifying information to persons who have a legitimate work-related purpose to access such information. The Worksite must instruct staff to maintain the confidentiality of Participant's personal and identifying information. Should there be a breach of security of any data that contains social security numbers or other personal identifying information of TRAIN & EARN Participants, the Worksite must notify the TRAIN & EARN Provider. Upon the discovery of such security breach, the Worksite must take reasonable steps to remediate the cause(s) of the breach and provide written notice to the TRAIN & EARN Provider of such steps.

F. Timekeeping

A major responsibility of the Worksite is the accurate daily monitoring of the Participants' time and attendance.

- In-person Internships
 - Providers will collect timesheets for bi-weekly payroll processing.
 - Providers will be responsible for monitoring all worksites weekly.
 - The Worksite supervisor or designated staff must make sure that the Participant accurately records and signs their timesheet daily to reflect all work hours. Signed and verified timesheets will be collected by the TRAIN & EARN Provider.
- Remote Internships
 - Weekly timesheets will be maintained electronically.
 - Worksites must verify participant timesheets by Friday by 6pm
 - Worksite supervisors must be available to host virtual/phone interviews with Providers and DYCD staff to verify hours.
 - Participants must check in with the site supervisor daily to accurately account for youth hours worked.
 - Worksite supervisor must review all youth hours entered in the electronic system to verify the participant hours entered. Providers will then submit the hours for payroll processing.

- Bi-weekly remote monitoring must be conducted by providers to ensure employer engagement and skills building for participants and must be documented according to the assessment policy of DYCD.

Note: TRAIN & EARN Instructors and Worksite Supervisors are responsible for managing the submission of all timekeeping records to the TRAIN & EARN Provider. Participants must not be allowed to transport timesheets.

Participants are paid for up to 175 hours for their internship. Internship opportunities may be offered any day of the week (Sunday through Saturday). *Note: Hours worked are subject to the New York State Department of Labor laws for minors (please refer to the PERMITTED WORKING HOURS FOR MINORS UNDER 18 YEARS OF AGE document or www.labor.state.ny.us for more information).*

Participants are expected to work in person according to their assigned work schedules. DYCD will not compensate participants who exceed the 8 hours daily or 40 hours weekly limit. If the Participant volunteers to work extra hours without compensation, then the **Voluntary Work Agreement Form** must be completed by all parties indicated (where applicable) and placed in the Participant's individual folder. If Participants are at Worksites for more than 40 hours a week, the TRAIN & EARN Provider and the Worksite are responsible for securing in advance:

- Compensation for the additional hours worked (if agreed upon)
- Appropriate meals and living accommodations
- Transportation for youth to travel between work and home

PART II: REQUISITES FOR A SAFE WORK PLACE

A. Worksite Requirements (also stated in the *Worksite Assurances and Certifications Agreement*)

TRAIN & EARN Providers are required to make at least one visit per week to each Worksite to conduct program and worksite monitoring activities and to communicate with Participants. In addition, Worksites may also be monitored by DYCD, the State Department of Labor and any other City, State or Federal agencies in unannounced visits, and Worksites must provide to the TRAIN & EARN Provider and each monitoring agency information pertinent to the operation of TRAIN & EARN. In the cases of TRAIN & EARN participants completing remote/virtual work, DYCD TRAIN & EARN provider will conduct program monitoring activities and communications with TRAIN & EARN Participants remotely.

The Worksite must fully provide the activity described in the Worksite Application and must provide supervision in the appropriate ratio to all Participants assigned to the Worksite at all times. Further, the Worksite must account for and certify Participants' time and attendance and will ensure that the hours reported reflect the actual hours worked (see additional details in Part III: Supervisory Ground Rules).

The buildings, surroundings and conditions at the location where Participants are to be assigned must be in compliance with all applicable Federal, State and local laws, codes and standards, as well as standards set forth by DYCD in this TRAIN & EARN Worksite Handbook.

The Worksite must comply and continue to comply with all regulations concerning prohibited activities of the State Department of Labor ("DOL") Rules and Regulations as published by the DOL. See Link Below.

Each individual who supervises TRAIN & EARN Participants must attend training provided by the TRAIN & EARN Provider and failure to attend will result in removal of TRAIN & EARN Participants and/or termination of the Worksite's participation in TRAIN & EARN.

If a Worksite is found in violation of TRAIN & EARN requirements or DYCD policies and procedures, DYCD reserves the right to unilaterally terminate participation as a TRAIN & EARN Worksite.

B. Child Labor Laws

All Worksites are subject to laws promulgated by the New York State Department of Labor ("DOL"), including those regarding the employment of minors. In particular, Worksite supervisors must familiarize themselves with DOL laws governing the employment of minors, which may be found at the New York State Department of Labor website at www.labor.state.ny.us.

Worksites are also required to post any rules, policies and notices provided by the TRAIN & EARN Provider on behalf of DYCD to inform Participants of their rights as participants of TRAIN & EARN. In the case of remote or virtual work, these notices should be made available electronically.

C. Childcare Worksite Placements

Childcare-related Worksites must be in compliance with all applicable New York City, State and Federal rules and regulations and have any required license, e.g. School Age Child Care, Camp Permit, and/or Group Family Day Care Certificates. In particular, Participants selected to work in childcare-related Worksites must meet the staff/volunteer requirements of the Department of Health ("DOH"). All worksites must be in compliance with these requirements (age, fingerprinting, SCR clearance, physicals and any additional DOH vetting requirements). Worksites are responsible for any fees incurred during this process and must ensure that all Participants receive clearance as required by the DOH. Staff-to-program Participant supervisory requirements must be met when assigning TRAIN & EARN to ensure the safety of program participants.

TRAIN & EARN youth workers in childcare programs operating under SACC Registration

TRAIN & EARN workers under SACC will be considered to be Volunteers who work regularly and substantially with children in the program. TRAIN & EARN Participants aged 16 – 17 years old **may not be counted** in the supervision ratio or left unsupervised with children in care. (See Details on the NYC Department of Health website, Information for Child Care Operators, located here:

<https://www1.nyc.gov/site/doh/business/permits-and-licenses/children-and-adolescents-childcare.page>.

All TRAIN & EARN workers will be required to follow the required clearances for any staff working in a registered SACC program:

- All TRAIN & EARN workers will need to complete an SCR Form. As these staff are considered volunteers, the \$25 SCR fee will be waived. Input "Z" (Prospective Volunteer) in the appropriate category on the SCR submission to have the fee waived.
- Programs using TRAIN & EARN workers must keep a list of all TRAIN & EARN workers on site; and
- The minimum age for Counselors is 16 years old.

Childcare-Related Facilities - Child Abuse Prevention

DYCD has instituted specific procedures in order to protect *both* the Participants and the young children who attend programs at TRAIN & EARN child-care related Worksites. Worksite's responsibilities in this regard are to:

- Attend the training/orientation session offered by your TRAIN & EARN Provider.
- Youth Counselors are **NOT ALLOWED** to touch children under their watch at any time.
- Participate in the screening and selection of Participants to be assigned to their site(s). This process includes interviewing each potential assignee; and
- Adhere to reporting and notification requirements relating to incidents of alleged child abuse, specifically:
 1. Immediate notification of the **Child Abuse Hot Line** at **(800) 342-3720**; and
 2. Simultaneous notification of your TRAIN & EARN Provider.

D. Facilities Maintenance

Worksites must be appropriately accessible and adequate for TRAIN & EARN participants. There must be ample equipment and supplies and be a safe, hazard-free work environment in compliance with all applicable federal, state and local laws. This requirement also applies to virtual work environments and safe and appropriate use of social media between staff and Participants.

Neither the TRAIN & EARN Provider nor DYCD shall be liable or responsible to Worksite for any unintentional damage to property or fixtures at the Worksite that occur in the course of the TRAIN & EARN Program.

E. Drug-Free Workplace

In instances where TRAIN & EARN participants are working onsite, each Worksite must comply with the drug-free workplace requirements at their sites providing a drug-free workplace in accordance with the following:

1. Worksites must conspicuously post at their sites the statement provided by your TRAIN & EARN Provider notifying all staff and participants that the manufacture, distribution, dispensing, unauthorized possession and unauthorized use of controlled substances are prohibited and specifying the actions that will be taken against employees for violation of such prohibition.
2. Worksite must maintain an ongoing drug-free awareness program informing staff of:
 - a) The dangers of drug abuse at the workplace.
 - b) TRAIN & EARN Provider's policy of enforcing a Drug-Free Workplace Policy.
 - c) The availability of drug counseling, rehabilitation, and employee assistance programs; and
 - d) The penalties that may be imposed upon the employee or Participant for violating this policy.
3. The Worksite must ensure that if any staff member is arrested or convicted for violation of a criminal drug statute occurring in the workplace, the TRAIN & EARN Provider must be notified in writing of the incident within 5 calendar days.

F. Sexual Harassment Prevention Laws

Each Worksite must comply with local and state legislation regulating prevention of sexual harassment in the workplace, as applicable, including posting required information in a conspicuous location at the Worksite. TRAIN & EARN Providers will provide all Participants with sexual harassment prevention training issued by the New York

City Commission on Human Rights prior to placement at the Worksite. In the case of remote or virtual work, these notices should be made available electronically.

In the event that a TRAIN & EARN Participant reports an incident of sexual harassment at a Worksite (including incidents that occur remotely or virtually involving Worksite staff) to a Worksite representative, the Worksite must immediately notify the TRAIN & EARN Provider and cooperate with any investigation conducted by the TRAIN & EARN Provider and/or DYCD. The Worksite must also allow TRAIN & EARN Participants the option to avail themselves of the Worksite's internal sexual harassment prevention policy, and the Worksite must conduct an investigation in good faith in accordance with that policy.

G. Participant Placement

The Worksite is solely responsible for screening each Participant prior to extending placement to a Participant. Worksites must screen Participants to ensure compliance with any licensure, certification, or background check required in conjunction with their assigned duties.

PART III: SUPERVISORY GROUND RULES

Prior to the start of the program, the TRAIN & EARN Provider, a Worksite representative and each participant must complete the **Participant Worksite Referral**. The **Participant Worksite Referral** is a one-page contract between the parties that informs the participant where they will be placed and outlines the terms and conditions of their placement. The TRAIN & EARN Provider will maintain the original form in the Participant's individual file, and all Worksites must also keep a copy for the Participant file kept at the Worksite. It is also recommended that a description of the job and the Participant's role at the site be kept on file at the Worksite.

There must always be a sufficient number of supervisors on hand, in accordance with required ratios, to guide and direct Participants in completing their work assignments. Participants must receive job training prior to beginning a new task.

Worksite supervisors are responsible for ensuring that Participants adhere to the following ground rules:

1. Participants are to report to and leave from work on the time agreed to in the **Participant Worksite Referral**. In the case of Participants working remotely/virtually, Participants are required to sign in and out remotely according to the schedule agreed to in the Participant Worksite Referral.
2. Participants must not exceed the 40-hour maximum per week of the program, NOT EXCEEDING 175 HOURS TOTAL. Participants who do exceed this limit will not be compensated through TRAIN & EARN.
3. ***Participants are entitled to a break after completing six (6) hours of work. An unpaid one (1) hour lunch is typical in most Worksites, but the break may also be divided into two (2) 15-minute breaks and one (1) 30-minute break. This must be discussed at the start of employment and agreed upon by the participant and supervisor to ensure compliance with New York State Department of Labor rules and regulations.***
4. Participants must sign in and out daily on their timesheets for the exact time they arrive and leave work. They must also sign in and out for the exact time they go to lunch and return. **Supervisors must observe the sign in/out process and must not allow participants to sign in or out in advance of time worked or for time not**

worked. In the case of Participants working remotely, Worksites must establish protocols for monitoring Participants' signing in and out of work.

At the end of each payroll period, timesheets must be signed by both the participants and work site supervisor before they are picked up by, or virtually submitted to, the TRAIN & EARN Provider for input into the DYCD payroll system. *It is **required** that a copy of each timesheet also be kept at the Worksite.*

PART IV: INCIDENT REPORTING

TRAIN & EARN Providers are obligated to report the following incidents to DYCD and, as such, the following incidents must be **immediately** reported to your TRAIN & EARN Provider:

- Bodily injury (e.g., a broken ankle, torn ACL, or serious laceration), threats to an individual's well-being, self-abusive behavior, property damage, shootings, and fires);
- Child abuse (actual and suspected), including incidents that may be sexual in nature, and occurrences involving inappropriate personal boundaries, communications, touching, and photos.
- Incidents for which Emergency Medical Services or Police are called, and Incidents which may be of media interest.
- Lapses in the supervision of school-aged children; and
- Any other Incident which falls under the definition: "any incident which potentially impacts the health, safety, or well-being of an individual, property, or the operation of a DYCD funded program and any incident which stems from or is otherwise related to DYCD-funded programming." This applies to virtual/remote interactions involving worksite staff and/or TRAIN & EARN participants.
- ***COVID-19 Exposure (In-Person and Hybrid Worksites)*** If a Worksite believes a TRAIN & EARN Participant may have been exposed to COVID-19 at work, Worksites must immediately notify the TRAIN & EARN Provider so that Provider may submit required documentation to DYCD.

Minor occurrences, such as incidents typical of childhood or otherwise minor (e.g., a scraped knee from a fall, an isolated and non-serious verbal altercation, need not be reported to your TRAIN & EARN Provider. However, due to the nature of TRAIN & EARN as a workforce program, supervisors and Worksites should take into consideration the age, maturity, and experience of the Participants, and the need for appropriate supervision, training, and disciplinary action. You may work with your TRAIN & EARN Provider regarding *any* incident that the Worksite deems appropriate to report or that the Worksite is unable to resolve, including for example Participants leaving the work site without permission or prior notice or any inappropriate behavior by the Participant towards the Worksite supervisors or staff.

If the Worksite has determined that they no longer wish to have a Participant working at their site, the Worksite supervisor **must** do the following:

- Contact the TRAIN & EARN Provider to notify them of the situation and await their instructions.
- Arrange for the return of the Participant to the TRAIN & EARN Provider upon receiving instructions from the TRAIN & EARN Provider; and
- Prepare a written report supporting this determination.

Under no circumstance is the Worksite authorized to send the participant home before having completed their workday or to terminate the participant from the Worksite without first notifying and

receiving consent of the TRAIN & EARN Provider. You must inform the TRAIN & EARN Provider of the situation and await further instructions from the TRAIN & EARN Provider.

Injury at Worksite

In the event that a participant is injured while engaged in a work activity, the Worksite must notify the TRAIN & EARN Provider as soon as possible. TRAIN & EARN participants receive coverage for worker's compensation for TRAIN & EARN work-related injuries and TRAIN & EARN Providers can provide the required documentation, information, and assistance should the situation arise. Injuries must be reported immediately to the TRAIN & EARN Provider but not later than 24 hours.

PART V: PROHIBITED ACTIVITIES

To guarantee the success of the TRAIN & EARN program, the following activities by Worksites, Train & Earn Providers and Participants are prohibited:

- a) No currently employed worker shall be displaced by any participant, including partial displacement resulting in a reduction in the hours of overtime work, wages or employment benefits.
- b) Participants assigned to a recreational facility may not participate in the recreational activities themselves.
- c) Participants may not be assigned to work with any vendors participating in the New York City Summer Breakfast and Lunch Program. They may not prepare food, unload trucks, or perform the duties of personnel paid by the vendors. Participants may assist, *only when needed*, in the distribution of meals and perform tasks related to the general clean-up and maintenance of the eating areas; however, this work may not be the major tasks of their job assignment.
- d) Participants may not be engaged in political activities. Neither the program nor the administration of the program shall be in any way or to any extent, engage in the conduct of political activities. Participants who are placed in the offices of members of Congress, State or local Legislators may only perform tasks that are related to the non-political aspect of the office.
- e) Participants placed at a site which is a component of a sectarian or religious institution may not perform activities involving the construction, maintenance or operation of facilities that may be used for religious worship or sectarian instruction. They may, however, perform tasks related to the non-religious aspect of the institution, such as the maintenance of the gymnasium, lunchroom and playground.
- f) Participants may not be allowed to solicit, or otherwise engage, in any fundraising activities on behalf of a Worksite, TRAIN & EARN Provider, organization, group or consortium thereof.
- g) No person shall receive or be caused to receive any money, gifts or services of any kind as a requirement or inducement of participation as a Worksite in TRAIN & EARN.
- h) Participants should not be assigned to work in the same office or affiliate where a relative or friend is in power or has direct influence in supervision of youth creating possible bias or partiality.
- i) Worksites may not charge participants for uniforms, equipment, travel or trips incurred while participants are performing TRAIN & EARN related work for the Worksite. Participants are not allowed to operate any type of motor vehicle as part of their TRAIN & EARN job duty or responsibilities.
- j) Healthcare/Medical Worksite Placement - Participants may not engage in the practice of medicine, defined as "diagnosing", treating, operating or prescribing for any human disease, pain, injury, deformity or physical condition." <http://www.op.nysed.gov/prof/med/article131.htm>
Participants also may not be assigned to provide direct assistance to physicians and other medical staff in the practice of medicine. All placements at a healthcare/medical industry worksite must be limited to an administrative capacity. For example, Participants may serve as a receptionist answering phones at a

healthcare clinic but may not assist with a medical procedure in the operating room of a healthcare clinic.

Note: Participant assignments must coincide with the Job Duties/Responsibilities listed in the TRAIN & EARN Worksite Application. Placements of youth are contingent upon the committal of the Worksite Application in the NYC Department of Youth and Community Development database and then Final Approval by DYCD staff. All Worksites are responsible for complying with the rules and regulations of the Worksite Handbook and the Worksite Certifications and Assurances to ensure the safe employment of participants. If the Worksite is not in accordance with the stated guidelines, participants may be removed immediately and the Worksite Unapproved for future participation in the program.

For a description of prohibited occupations and activities for workers under the age of 18, please visit the New York State Department of Labor's website, found here:

https://www.labor.ny.gov/workerprotection/laborstandards/labor_standards.shtm

PART VI

INTERNSHIP PROGRAMS FORMS AND DOCUMENTS

The following forms and documents are available to a Worksite from the TRAIN & EARN Provider:

1. **Worksite Application:** completed by the prospective Worksite and used by the TRAIN & EARN Contractor and DYCD to determine the eligibility of the Worksite's participation in the program. It allows the prospective Worksite to provide specific details of the job offered, including typical tasks for each job title, and if applicable, special experience requirements.
2. **Participant Worksite Referral Agreement:** should be completed, signed, and filed in the TRAIN & EARN Summer Program participant file and Worksite File. A completed and signed copy of this form should be provided to TRAIN & EARN Participants taking part in TRAIN & EARN Summer Internship Program. This form is a tool used to capture the responsibilities of the Worksite supervisor, the program participant, and any learning objectives being assigned to the work experience at the Worksite.
3. **Worksite Agreement:** acts as a contract between the TRAIN & EARN Provider and the TRAIN & EARN Worksite. This form must be signed and placed on file before TRAIN & EARN Participants can begin to work at the Worksite.
4. **Worksite Handbook:** details the roles and responsibilities of TRAIN & EARN/SIP Worksites and Worksite supervisors.
5. **Worksite Monitoring Log:** used to record visits made to the TRAIN & EARN Worksite by TRAIN & EARN Contractors or DYCD staff. This form must be kept in a place where it is readily available at TRAIN & EARN Worksite locations, including online if placements are virtual/remote.
6. **Drug-free Workplace Certifications:** must be displayed at TRAIN & EARN Worksite locations.
7. **Permitted Working Hour for Minors:** must be displayed at TRAIN & EARN Worksite locations or electronically if placements are virtual/remote.
8. **Participant Evaluation Form:** used by the Worksite supervisor who works directly with the TRAIN & EARN Participant to formally evaluate their work performance.
9. **Participant Health Questionnaire:** alerts the Contractor of any illnesses or disabilities the

participant might have. It is also used as an emergency contact form and gives Contractor's authorization to seek medical treatment should s/he be unable to contact the parent/guardian of participant.

- 10. Participant Worksite Assignment Form:** assigns a participant to a Worksite and determines the weekly schedule for that participant.
- 11. Voluntary Work Agreement Form:** filled out by participant if they choose to continue unpaid work at the TRAIN & EARN/SIP Worksite.
- 12. Participant Timesheets:** used to keep track of participants' weekly work for payroll purposes. Timesheets must be signed by the participant, authorized Worksite representative and the TRAIN & EARN Contractor representative. Timesheets must be maintained by the TRAIN & EARN Worksite supervisor. In the case of remote/virtual work assignments, timesheets may be completed electronically.



Train and Earn Programs Workforce Connect

Worksite Responsibility Contract & Attestation Form

Keith Howard
Commissioner

2 Lafayette Street
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www.nyc.gov/dycd

As the authorized representative of _____
(Worksite Name), located at _____
(Worksite Address); I understand and acknowledge that as a Worksite in the WIOA TRAIN & EARN Internship Program (WIOA Youth Programs), it is my responsibility to comply with all applicable federal, state, and city laws and regulations, and the rules, policies, and procedures required by **the NYC Department of Youth & Community Development (DYCD)**, and the TRAIN & EARN DYCD Provider, including all laws, policies and procedures regarding safety for Participants and Worksite staff during the Covid-19 pandemic.

By signing below, I acknowledge that I am in receipt of [Workforce Innovation & Opportunity Act WIOA Youth Programs Workforce Connect Worksite Manual](#). I have read and am fully aware of my role as a Worksite and I agree to abide by the rules set forth by DYCD and the TRAIN & EARN Provider I have partnered with. I understand that DYCD and the TRAIN & EARN Provider may terminate my participation in the program if I should be in violation of any applicable rules.

Worksite Name: _____

Worksite Representative: _____

Date: _____

Program Year _____

The Department of Youth & Community Development is an equal opportunity employer/program.
Auxiliary aids and services are available upon request to individuals with disabilities.