

Region 4 Workforce Development Board Internship/Work Experience Training Policy-Adult

PURPOSE: To establish Region 4 Workforce Development Board (WDB) policy concerning Workforce Innovation and Opportunity Act (WIOA) funded work experience training, except for On-the-Job Training (OJT) that is covered under separate policy.

REFERENCES: WIOA Section 134(c)(2)(A)(xii)(VII), NPRM 680.170

BACKGROUND: Internships/Work experience is a paid/non-paid concerning Workforce Innovation and Opportunity Act (WIOA) activity designed to enable participants to gain work maturity, occupational skills, and exposure to the working world. The work experience should help participants acquire the personal attributes, knowledge, and skills needed to obtain a job and advance in employment. The work experience provides participants with the opportunities for career exploration and skill development.

POLICY: Internships and work experiences are intensive services that may be provided. In order to receive an intensive service, the customer must have an Individual Employment Plan (IEP). The need for the internship or work experience must be documented in a case note entered into ICC. These activities are planned structured learning experiences that take place in a workplace for a limited period of time and may be paid or unpaid, as appropriate. A work experience or internship may be in the private for profit sector, the non-profit sector, or the public sector. It is determined that such experiences shall not be provided in the WorkOne centers or by the Service Provider agency. Labor standards apply in any work experience or internship where an employee/employer relationship exists, as defined by the Fair Labor Standards Act. Interns must be paid the prevailing wage within the employer's job classification system. The duration of an internship or work experience shall not exceed 6 months or 500 hours, if working part time, per participant. Exceptions must be approved by R4WDB designee.

An internship or work experience for a participant in WIOA is classified as an Individualized Career Service as described in § 678.430(b). Internships and work experiences provide a helpful means for an individual to gain experience that leads to unsubsidized employment.

All work agreements (attachment A) must be approved by the Service Provider Regional Coordinator and/or designee. Participants cannot take part in a work based activity until the "Internship/Work Experience Agreement" has been approved.

The service provider and participant mutually review and determine the feasibility of utilizing a work experience activity. The activity must focus on the development of appropriate work habits and work ethics to include an understanding of employer/employee relationships.

The selection of a worksite for a paid and/or unpaid work based activity is determined by the needs of the participant/employer. The employer agrees to provide work-related activities for the participant(s) to develop basic work habits, learn occupational skills, and gain usable "Work Experience" to promote future employment.

The employer agrees to maintain records and prepare reports on the participant as prescribed by the service provider. The employer must observe and comply with applicable safety and health standards; observe Workers Compensation and Labor Laws of Indiana and the Federal Government; adjust to other conditions as stated in the worksite agreement.

Internships and Work Experience activities will not reduce current employee's work hours, displace current employees or create a lay-off of current employees, impair existing contract or collective bargaining agreements,

and/or infringe upon the promotional opportunities of current employees.

Internship/Work Experience Process: When a service provider identifies a potential worksite match between a participant and employer, the service provider staff will review the work based opportunity with the participant and evaluate the participant's interest. The Service Provider Regional Coordinator or designee authorizes all Internships and Work Experience."

For the internship/work experience, the provider will:

- Arrange worksite interview(s) with the employer
- Complete an Internship/Work Experience Agreement
- Ensure justification for the work experience is in the file and case notes
 - Does the work experience match the participant's interest?
 - Is the participant successfully accomplishing goals, meeting appointments, raising basic skill deficiencies, etc.?
 - Why was the worksite chosen?
 - How does the work experience relate to the customer's overall goals, occupational training, etc?

ICC Documentation: The service provider will record all work based activities into ICC. Participant hard copy or scan files must contain the required internship/work experience documentation.

- Internship/Work Experience Worksite Agreement
- Paid Internship/Work Experience Progress Report/Timesheet

Effective date: July 2018

Work Experience/Internship

THIS AGREEMENT is entered into this _____ day of _____, 20__ by and between (SERVICE PROVIDER) and _____ (called employer).

(SERVICE PROVIDER) is working with participants who are seeking employment and who desire to work. Through an INTERNSHIP, payment shall be made by (Service Provider) to these PARTICIPANT in lieu of actual wages paid by the EMPLOYER. The following are provisions of the agreement entered into by (SERVICE PROVIDER) and the EMPLOYER for purposes of implementing this WORK EXPERIENCE/INTERNSHIP.

1. (SERVICE PROVIDER) will refer PARTICIPANTS to the EMPLOYER based on: (A) the specific request and job description as provided by the EMPLOYER and (B) an assessment of the PARTICIPANT'S interests, aptitudes, and skills base as assessed by (SERVICE PROVIDER). The EMPLOYER will have the right to accept or reject PARTICIPANT(S) referred by (SERVICE PROVIDER) and may, at any time, request that a specific PARTICIPANT no longer be assigned to it. In the event that this occurs, the EMPLOYER will provide (SERVICE PROVIDER) with the reasons for requesting such actions.
2. (SERVICE PROVIDER) will provide all payment due to PARTICIPANT(S), inclusive of wages, taxes, and worker compensation payments. The EMPLOYER is responsible to ensure that PARTICIPANT(S) is provided with on-the-job supervision and direction which is necessary to assure effective job performance. At all times, the PARTICIPANT(S) will be under the exclusive direction and control of the EMPLOYER.
3. (SERVICE PROVIDER) will pay the PARTICIPANT(S) for all work performed for the EMPLOYER within the following guidelines:
 - a.) (SERVICE PROVIDER) will pay PARTICIPANT(S) for hours worked up to the specified number of hours per day/week pursuant to the following terms:

Participant Name: _____

Job/Position Title: _____

Hours Per Day/Wk: _____ Total Hours: _____

Start/End Date: _____ Rate of Pay: _____

Duties and tasks of job: _____

Schedule: _____

Job Supervisor: _____

- b.) In the event that the EMPLOYER needs a PARTICIPANT to work hours in excess of the specified number of hours, the EMPLOYER will be responsible for hiring and paying the PARTICIPANT for these excess hours, including the payment of any applicable overtime.
 - c.) The EMPLOYER understands that PARTICIPANTS will not receive any fringe benefits other than Worker's Compensation, which will be provided by (SERVICE PROVIDER).
 - d.) The EMPLOYER shall keep a daily account of hours worked by each PARTICIPANT and shall forward this account to (SERVICE PROVIDER) following the last day of each reimbursement period. This accounting will report the total number of hours worked by each PARTICIPANT during the reimbursement period, with the daily breakdown certified by both the PARTICIPANT and the EMPLOYER.
 - e.) If the PARTICIPANT is a minor child covered by Indiana Child Labor Laws, the EMPLOYER understands that the PARTICIPANT can only work hours consistent with the hours identified on the Work Permit. If the EMPLOYER works the PARTICIPANT for hours in excess of those allowed on the work permit, the EMPLOYER will be responsible for making payment to the PARTICIPANT for these excess hours.
4. The EMPLOYER shall provide and explain written work rules to each PARTICIPANT. These rules will contain, at a minimum, the expectations for time and attendance, unexcused absence policies, and all safety policies.

5. (SERVICE PROVIDER) representatives may, as required or requested by the EMPLOYER, counsel PARTICIPANTS regarding employment or other matters related to this WORK EXPERIENCE/INTERNSHIP. It is understood that (SERVICE PROVIDER) will work with the EMPLOYER in the scheduling of this counseling to ensure minimal disruption of the work environment and schedule.
6. Both (SERVICE PROVIDER) and the EMPLOYER reserve the right to terminate the agreement immediately upon notification that funds are not available to reimburse PARTICIPANTS. Should changes occur in any or all of the following areas, representatives of both (SERVICE PROVIDER) and the EMPLOYER would sign an amendment to this agreement: (1) the description of the work to be performed by the PARTICIPANT(S) under this agreement, (2) the total hours for which PARTICIPANT(S) are to be employed, (3) the hourly rate of pay, and/or (4) the number of hours per week the PARTICIPANT(S) may work.
7. The EMPLOYER assures that:
 - a.) As a condition to the award of financial assistance from the Department of Labor, the EMPLOYER assures, with respect to operation of this WIOA funded program or activity and all agreements or arrangements to carry out the WIOA-funded activity, that it will comply fully with appropriate nondiscrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act (WIOA); title VI of the Civil Rights Act of 1964; as amended: section 504 of the Rehabilitation Act of 1973, as amended: the Age Discrimination Act of 1975, as amended: title IX of the Education Amendments of 1972, as amended: and with all applicable requirements imposed by or pursuant to regulations implementing those laws. The United States has the right to seek judicial enforcement of this assurance.
 - b.) It will comply with the requirement that no program shall involve political activities and/or lobbying.
 - c.) It will establish safeguards to prohibit PARTICIPANTS from using their positions for private gain for themselves or others, particularly those with whom there are family, business, or other ties.
 - d.) PARTICIPANTS in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or workshop.
 - e.) Appropriate standards for health and safety in work and training will be maintained for all PARTICIPANTS. All child labor laws will be followed if a PARTICIPANT is under the age of 18 and subject to these laws.
 - f.) The placing of the PARTICIPANT at the EMPLOYER'S worksite will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds or other funds in connection with work that would otherwise be performed.
 - g.) PARTICIPANTS at the EMPLOYER'S worksite will be treated in a manner consistent with the treatment afforded other PARTICIPANTS working in the same position and under similar conditions.
 - h.) PARTICIPANTS at the EMPLOYER'S worksite will not be involved in work duties which involve the operation of any motor vehicle. If the EMPLOYER requires a PARTICIPANT to operate such a vehicle, the EMPLOYER assumes all liability for any accident or damage to property or person.
8. The EMPLOYER releases and shall indemnify and hold harmless (SERVICE PROVIDER) and its PARTICIPANTS from any all actions, costs, damages, claims, and liabilities arising out of damage or injury to persons or property sustained in connection with the placement of the PARTICIPANT at the EMPLOYER'S worksite.

The foregoing Agreement is mutually agreed upon by:

Name of authorized (SERVICE PROVIDER) Representative

Name of authorized EMPLOYER Representative/Title

Signature

Signature

Street Address

Worksite Address

City, State, Zip

City, State, Zip

I certify that the signatures below are that of the worksite supervisor and alternate supervisor that will appear on the participant's paper time sheet when applicable. (2 names are required)

Name of Supervisor/ Verify (and/or) sign time sheet

Name of alternate (and/or) sign time sheet

Signature

Signature