

**Region 4 Workforce Board
Work Experience Training Policy-Youth**

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

REFERENCES: WIOA Sections 129 (2)(C) and 129 (c)(4); 20 CFR 680.840, 681.460, 681.480, 681.590, 681.600, 20CFR Parts 663 and 664; TEGL 213-14 and 12-16 DWD Policy 2017-10

BACKGROUND: Under WIOA, work experience becomes the most important of the program elements. Local Youth programs must use not less than 20 percent of the funds allocated to the local area to provide youth participants, both ISY and OSY, with paid and unpaid work experiences.

Work experience is a paid/non-paid 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. Benefits include but are not limited to: exposure and exploration into different careers or industries, developing work readiness skills, motivation to stay in school and pursue a career or further training after completion of high school, develop a network of professional contacts, and develop a working relationship with a mentor.

POLICY:

Work Experiences are a planned structured learning experience that takes place in a workplace for limited period of time. Paid and unpaid work experiences have academic and occupational education as a component. Work experiences may take place in the private for profit sector, the non-profit sector, or the public sector. Fair Labor Standards or applicable State law applies. Work experiences provide the youth participant with opportunities for career exploration and skill development. **Work experiences must include academic and occupational education. This could include certifications earned in a pre-apprenticeship program; employability skills and employer expectations that would make a participant successful on the job; or specific skills or knowledge needed to perform daily duties and tasks of a specific career.** This will be notated in the Work Experience/Internship/Summer Employment Agreement.

Work Experiences may include:

- Summer Employment opportunities and other employment opportunities available throughout the school year;
- Pre-apprenticeship programs;
- Internships and job shadowing; and
- On-the-Job training opportunities (see On-the-Job Training policy)

- ***Summer employment opportunities and other employment opportunities available throughout the school year:*** A short-term employment opportunity or work experience, either full or part-time that is conducted mainly during the summer months or for a similar timeframe during other months of the year. These opportunities could arise as are necessary for the youth, or be part of a larger scale summer employment program. Despite the use of the word "school," this work experience category is available to both in-school and out-of-school youth.
- ***Pre-apprenticeship programs:*** As defined in 20 C.F.R. § 681.480, a pre-apprenticeship is a program designed to prepare individuals to enter and succeed in an apprenticeship program registered under the National Apprenticeship Act and includes the following elements:
 - i. Training and curriculum that aligns with the skill needs of employers in the economy of 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 into a registered apprenticeship program.
- ***Internships and job-shadowing opportunities:***
 - i. An internship is a form of learning that integrates classroom knowledge with practical application and skills development in a professional setting. Internships should be viewed as an extension of the participant's educational experience and, where possible, should align with their career interests and pathways. Internships can be paid or unpaid, but should align with the Fair Labor Standards Act, "Test for Unpaid Interns."¹
 - ii. 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 be anywhere from a few hours, to a day, to a week or more. Job-shadowing is designed to increase career awareness; help model youth behavior through examples; and reinforce in the youth and young adult 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 can be thought of as an expanded informational interview. By experiencing a workplace first-hand, youth can learn a great deal more about a career than through research in print publications and on the Internet.
 - ***On-the-job training opportunities:*** As defined in DWD's On-the-Job Training (OJT) Guidelines, on-the-job training is training provided by an employer to a paid participant who is 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 a percentage of the wage rate of the participant; 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, prior work experience of the participant, and the service strategy for the participant; and
 - iv. Provides the expectation that the employer will hire the on-the-job training participant upon successful completion of the on-the-job training.

Work experience must be based on identified needs of the individual youth but does not have to be tied to the youth's individual career or employment goal. Use of work experience situations should be based on an objective assessment and service strategy identified in the youth's IEP; youth exploring careers may have briefer experiences than youth who need to learn good work habits.

The participant may enter into more than one paid work experience activity prior to exit from the youth program. The total length of the work experience should not exceed 6 months or 500 hours per participant. Exceptions must be approved by One Stop Operator. All work experience agreements (attachment A) must be approved by the Service Provider or designee. Participants cannot take part in a work experience activity until the "Work Experience Agreement" has been approved. Exceptions must be approved by R4WDB designee.

Youth program 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 experience 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.

¹ <https://www.dol.gov/whd/regs/compliance/whdfs71.pdf>

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

"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.

Work Experience Process: When a youth program service provider identifies a potential worksite match between a participant and employer, the youth program service provider staff will review the work experience opportunity with the participant and evaluate the participant's interest. The youth provider program manager authorizes all "non-Paid Work Experience." The Service Provider Regional Coordinator or designee authorizes all Paid Work Experience."

For the work experience, the youth provider will:

- Arrange worksite interview(s) with the employer
- Complete a Work Experience Agreement
- Submit, update and/or modify the IEP
- 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 youth's overall goals, occupational training, etc.?
 - If incentives are utilized, the incentive must be connected to recognition of achievement of milestones in the program tied to work experience or training. Such incentives for achievement could include improvements marked by testing or other successful outcomes.

ICC Documentation: The youth program service provider will record all work experience activities in the ICC Case Management System. Participant hard copy or scan files must contain the required work experience documentation.

- Work Experience Worksite Agreement
- Paid Work experience Progress Report/Timesheet
- For youth under the age of 18 years old, a minor wage agreement form (attachment B) must be completed; certifying receipt of completing a work permit and copy of such is in file.

WIOA Youth Service Providers must track funds spent on paid and unpaid work experiences, including wages and staff costs for the development and management of work experiences.

Effective date: February 2017
November 2017

Work Experience/Internship/Summer Employment Agreement

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 the 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/SUMMER EMPLOYMENT.

The required Academic or occupational component under WIOA of the Work Experience/Internship/Summer Employment is:

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 the 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 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

Phone Number

Phone Number

Name of Youth Participating in the Work Experience

Youth Signature

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

**MINOR WAGE AGREEMENT
SAMPLE MINOR WAGE AGREEMENT**

Employer: _____

Date: ____ / ____ / ____ has employed

_____,
a minor who is under 18 years of age and agree that minor shall be paid at the rate of

\$ _____ per hour. We also have on file a work permit for said minor,
unless otherwise exempt under Indiana Child Labor laws.

Date of Birth ____ / ____ / ____

Minor's Signature: _____

Owner or Official Signature: _____