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WIOA ADULT, DISLOCATED WORKER & YOUTH WORK EXPERIENCE	

PURPOSE

To provide policy direction for the implementation of Work Experiences (WEXs) for WIOA eligible adults, dislocated workers and youth.

REFERENCES

- TEGL 21-16
- 20 CFR 680.170
- 20 CFR 681.600
- 20 CFR 683.280
- WIOA Sec. 188(a)(2)
- 20 CFR 683.270
- 20 CFR 188(a)(3)

BACKGROUND

An internship or work experience for adults and dislocated workers is defined as a planned, structured, time-limited learning experience that takes place in a workplace. An internship or work experience may be paid or unpaid, as appropriate. An internship or work experience may be provided in the private-for-profit, non-profit, or public sectors, contingent upon any special grant funding restrictions.

For the WIOA youth program, work experience is similarly defined with the additional requirement that youth work experiences must include academic and occupational education.

WEXs are a contractual exchange between the WIOA service provider, WEX employer and WEX participant. A WEX is not designed to replace an existing employee or position. Wages are provided by the WIOA service provider and paid directly to the participant developing an employer/employee relationship between the service provider and the WEX participant. Labor standards apply in any WEX where an employee/employer relationship exists, as defined by the Fair Labor Standards Act. Employers are not monetarily compensated.

WIOA includes a major focus on providing youth with work experience opportunities. WIOA prioritizes work experiences with the requirement that local areas must spend a minimum of 20 percent of local area funds on WIOA youth work experiences. WIOA youth program funds spent on paid and unpaid work experiences, including wages and staff costs must be tracked and reported as part of the local WIOA youth financial reporting.

NOTE – WIOA does not discern between “work experience” or “internship”. The definition of both is the same.

POLICY

WEXs must provide a planned and structured learning experience that will contribute to the achievement of the participant’s employment goals and through a measurable training component.

WEX agreements must be signed by all parties prior to the start of the WEX.

Work experiences for youth must include academic and occupational education.

A. Participant Eligibility

All WEX participants must meet program eligibility requirements, be enrolled into the respective WIOA program, and have received an assessment resulting in the development of an Individual Service Strategy or Individual Employment Plan that documents the participant’s need for and benefit from a WEX.

In addition, all WEX participants must:

- Currently be unemployed, and
- Lack recent substantial work history, or
- Have no paid work history, or
- Have verified substantial barriers that limit their ability to find employment

B. Employer Eligibility

The WEX Employer:

- Must be registered with the Internal Revenue Service (IRS) and have an account with the Oregon State Employment Department for Unemployment Insurance and carry Workman’s Compensation Insurance;
- Must be licensed to operate in the State of Oregon and provide their Federal Employer Identification Number (FEIN);
- Must have safe and healthy working conditions with no previously reported health and safety violations that have been reported but have not been corrected;
- Does not illegally discriminate in training or hiring practices because of race, color, sex, national origin, religion, physical or mental disability, political beliefs or affiliations or age;

- Shall not terminate the employment of any of their current employees or otherwise reduce its workforce either fully or partially (such as reduction in hours or benefits) with the intention of filling the vacancy with a WEX participant or as the result of have a WEX participant;
- Shall not allow the WEX activity to result in the infringement of promotional opportunities of their current employees;
- Shall not allow the participant to be involved in the construction, operation or maintenance of any part of a facility that is used, or to be used, for religious instruction or as a place for religious worship.

C. WEX Timeframe

There are no regulations governing the amount of time a participant may be placed in a WEX. Typically, WEXs average between 4-12 weeks. When determining the duration of a WEX activity, the following should be considered:

- Objectives of the WEX;
- Length of time necessary for the participant to learn the skills identified in the learning plan;
- The employer having sufficient quantity of meaningful work activities for the participant;
- Service provider budget.

D. Compensation

Participants enrolled in a paid WEX shall be compensated an hourly wage at not less than the State minimum wage. Participants shall be paid only for the hours worked during the WEX as documented on the participant's time sheet.

WEX participants shall not be paid for:

- Sick leave;
- Vacation breaks;
- Lunch breaks; or
- Holidays recognized by the service provider as a "paid holiday".

WEX participants are not authorized to work overtime.

When determining the hourly wage for a WEX participant, the following considerations should be taken into consideration. This list is not intended to be all inclusive:

- Objectives of the WEX;
- Type of work performed;

- Skill set of the participant;
- Skill set required for the position;
- Wages of those in similar positions;
- Service provider budget.

E. WEX Funding Limits

WEXs are subject to the same maximum dollar amounts (\$5,000) as described in SOWIB Policy PW-303 ITAs.

PROCEDURES

A. Participant File Documentation

The following WEX documents must be located in the participant electronic file:

- Comprehensive Assessment identifying a WEX as an appropriate service;
- Completed ISS/IEP documenting the WEX services and expected outcomes;
- WEX Agreement, including proposed skills to be learned;
- Pre and Post Assessments;
- Time sheets; and
- Case notes that include SOWIB required elements.

B. WEX Agreement

WEX agreements must contain, at a minimum, the following:

- Clear statement of purpose;
- Identification of all parties including the WEX participant;
- Requirements of the employer, participant and the WIOA service provider;
- WEX start and end dates;
- Training job title and responsibilities;
- Required tools, equipment or uniforms, if applicable;
- Support services that are needed by the participant, if applicable;
- Detailed computation of the wages to be paid and appropriate fringe;
- Concurrence between employer and union when WEX is under a collective bargaining agreement;
- A training plan that is incorporated by reference in the body of the contract; and
- Signature and dates of all parties to the agreement.

C. Modifications

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

D. Monitoring

Service providers must ensure regular and on-going monitoring and oversight of the WEX. Monitoring may include on-site visits and phone/email communication with the employer/trainer and participant to review the participant's progress in meeting training plan objectives. Any deviations from the WEX agreement should be promptly addresses. All monitoring should be documented through case notes.

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