

**NINETEEN TRIBAL NATIONS
WORKFORCE DEVELOPMENT BOARD**

**WORK EXPERIENCE (WEX)
POLICY AND PROCEDURES**

**Approved by NTNWDB
05/12/21**

Nineteen Tribal Nations Workforce Development Board

Work Experience (WEX) Policy and Procedures

Purpose

To provide guidance for the Nineteen Tribal Nations Workforce Development Area on Work Experience for participants.

References

20 CFR Subpart A 680.180, 20 CFR Part 681, Subpart B 681.600, 681.10. 20. CFR 680.840

Definition

Work Experience Youth (WEX)

Work Experience/Internships are defined in section 20 CFR 681.600 as: planned, structured learning experience that takes place in a workplace for a limited period of time in a private for-profit sector, non-profit sector or public sector to provide participants with opportunities for career exploration and skill development.

Labor standards apply in any work experience where an employee/employer relationship, as defined by the Fair Labor Standards Act or applicable State Law exists.

Consistent with 20 CFR 680.840, funds provided for work experience may not be used to directly or indirectly aid in the filling of a job opening that is vacant because the former occupant is on strike or is otherwise an issue in a labor dispute involving a work stoppage.

The intent of the Work Experience is to assist individuals who have never worked, or who have been out of the workforce for an extended period of time, to acclimate them into the world of work. Work Experience for youth must include academic and occupational education that includes:

- a) academic and educational component may occur concurrently or sequentially with the WEX,
- b) academic and educational component may occur inside or outside of the work site
- c) academic and educational component may be provided by the WEX provider or may be provided separately in a classroom
- d) Tribes have flexibility in determining appropriate types of academic and occupational education necessary for a WEX. However, prior to initiating the WEX, the LWDA must include what the academic and educational component is and how it will be provided in the WEX contract
- e) contextual learning does not include attending high school classes or their equivalent that will lead to attainment of a High School Diploma or equivalent
- f) Contracts are the mechanism to deliver a WEX to In-School Youth (ISY) and OSY. When the academic and educational component is not provided directly by the employer, an additional contract with the training providers is required.

Section 681.460(a)(1)-(14) states that local programs must make each of 14 services available to youth participants. Section 681.460(a)(3) states paid and unpaid work experiences that have academic and occupational education as a component of the work experience, which may include the following types of work experiences:

- (i) summer employment opportunities and other employment opportunities available throughout the school year;
- (ii) pre-apprenticeship programs;
- (iii) internships and job shadowing; and
- (iv) on-the-job training opportunities

Due to spending limitations on youth program funds, priority will be given to out-of-school youth for work experience activities. Written justification must be in the participant file for any in-school youth who are granted a work experience contract.

Work Experience Adult and Dislocated Worker (WEX)

1. An internship or work experience is planned. structured learning experience that takes place in a workplace for a limited period of time.
2. Internships and other work experience may be paid or unpaid as appropriate and consistent with other laws, such as the Fair Labor Standards Act.
3. An internship or other work experience may be arranged within the private for profit sector, the non-profit sector, or the public sector.
4. Labor standards apply in any work experience setting where an employee/employer relationship, as defined by the Fair Labor Standards Act, exists.

Transitional jobs are a type of work experience, as described in 680.190:

1. As a job that provides a time-limited work experience that is wage-paid and subsidized, and is in the public, private, or non-profit sectors for those individuals with barriers to employment who are chronically unemployed or have inconsistent work history, as determined by the Local WDB.
2. These jobs are designed to enable an individual to establish a work history, demonstrate work success in an employee-employer relationship, and
3. Develop the skills that lead to unsubsidized employment.
4. Only 10% of adult and dislocated worker funds may be used for transitional jobs and they must be combined with career services (680.150) and supportive services (680.900).

There are four types of work experience to be utilized:

1. Pre-apprenticeship programs;
2. WEX;
3. Transitional employment;
4. OJTs as defined in WIOA 3(44) ab dub 20 CFR 680.700

Policy and Procedures

Work experience is to be used for:

1. Instruction or upgrade in employability or workplace skills;
2. Exposure to various aspects of an industry to determine if participant would be successful in training for a particular job; or
3. Integration of workforce preparation activities, basic academic skills, and hands-on occupational skills training into work activities

Worksite Agreements

LWDAs must ensure there is a written Worksite Agreement or contract between each employer offering the WEX to ensure compliance with WIOA and applicable regulations. The workforce site agreement must be maintained in the participant's file and include at a minimum:

1. Duration of WEX
2. Renumeration. **Wage or stipend must be at least the Federal minimum wage. It is recommended that the pay is the higher of the Federal or State minimum wage.**
3. Tasks and duties
4. Supervision
5. Health and safety standards
6. Identification of the academic and educational component, including how it will be provided
7. Other conditions of the WEX, such as consequences of not adhering to the agreement; and
8. A termination clause

Priority of Services for WEX

Priority may be given to provide work experience to participants who:

1. Completed a training activity
2. Received a credential, and
3. Need practical experience in their field of training before entering unsubsidized employment

Work experience is limited to three (3) months or 480 hours in duration. A one-time extension, up to an additional three (3) months or 480 hours may be approved only by the WIOA Director/Manager. The extension may be for a shorter length of time, but it cannot exceed three (3) months or 480 hours. Supporting documentation to justify an extension (e.g., written request from the worksite supervisor stating the participant needs additional training) must be submitted and included in the participant's file. The adjusted end date and total cost must be included in the worksite agreement. When an extension is approved, the participant's file must be updated, and appropriate entries must be made in the data reporting system.

Work Experience Worksite Agreement

Adult _____ Dislocated Worker _____ Youth _____

This worksite agreement is between _____
 Tribe (hereinafter referred to as WIOA), and _____
 (hereinafter referred to as the Worksite) and shall outline the responsibilities of both parties to
 _____ (hereinafter referred to as Participant). This
 agreement shall be in effect from _____ until _____, unless otherwise
 terminated by either party to this agreement.

I. Supervision and Training

The Worksite will provide training and/or work experience to the Participant in accordance with the Training Plan developed by WIOA, the Worksite, and the Participant. The Worksite will provide adequate supervision and feedback to the Participant, as well as the tools necessary for the Participant to successfully complete the training program under safe and sanitary conditions. If there is a change in supervision, the Worksite must notify the WIOA Office immediately.

Supervisor/Alternate Supervisor

Name	Title
Phone Number	Date

WIOA Career Planner

Name	Title
Phone Number	Date

IV. Payroll

The payroll operates on a/an _____ basis. The Participant will be paid _____ per _____. Hours of participation will not exceed 40 hours in a week with no sick, holiday, or vacation time paid. Completed time sheets, or other appropriate documentation, will be delivered on the last working day of each pay period. The Participant, in cooperation with his/her supervisor, must complete and calculate their time sheets, which will be reviewed by the WIOA Case Manager. It is the Participant’s and Supervisor’s responsibility to ensure time sheets are submitted timely. Late time sheets may result in forfeiture of payment until the following scheduled payroll. Both the Participant and the Supervisor must always sign the time sheets in blue or black ink. Errors must be corrected immediately upon detection. Any/all corrections must be made by simply striking through the error with one line and initialed by the person making the correction. No time sheet will be accepted with white-out on it. **Time sheets may be submitted, verified, and processed electronically.**

At least 20% percent of all funds allocated to the ISY and OSY program must be spent on paid and unpaid WEX

****WEX payment during COVID 19 Emergency: If the program participant’s time commitment, stipend structure, and/or other academic or wok terms were established prior to the national health emergency declaration, grantees should continue to pay the participant for the remainder of the established term.**

V. Disciplinary Action

Disciplinary action will be taken against the Participant in cases where the Worksite Supervisor and/or the WIOA Case Manager decide the Participant’s actions are not in the best interests of the WIOA Program and/or the Worksite. Disciplinary action may be taken in the following forms:

A. Warning

In this conference, the Supervisor shall discuss clearly and frankly with the Participant the reason(s) necessitating the warning. The Supervisor, as part of the conference, should offer the Participant specific suggestions within a corrective action plan for implementation by the Participant. The Supervisor will document the conference, including the corrective action plan, and provide a copy to the Participant. The WIOA Case Manager should be contacted immediately and can be present for the warning conference. The presence of the WIOA Case Manager at the warning conference is left to the discretion of the Supervisor, but may be helpful in problem resolution.

B. Termination

Prior to any termination action, the WIOA Case Manager must be notified, and all other options, other than termination, must be explored. In such cases where misconduct was so unacceptable that termination is the only option, this information must be provided in writing to WIOA immediately along with the final time sheet.



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C. Grievances

Due to the training nature of a Work Experience placement and the obligatory conditions of the Worksite, there is not a grievance process for disciplinary action from the Worksite. If the Worksite Supervisor or the WIOA Case Manager feel the Participant is not a proper match for the Worksite, the work experience can be ended at any time. The Participant does not have the right to discuss the issues with the WIOA Case Manager. Depending on the termination offenses, the Participant may be able to obtain additional training and/or be placed in a more suitable Worksite. A grievance may be filed against any WIOA decision by utilizing the WIA grievance procedures. Complaints of discrimination or harassment are covered by the WIOA Equal Employment Officer.

VI. Assurances

Equal Opportunity Employer/Program * Auxiliary aids and services are available upon request to individuals with disabilities * To request this document in alternative for or for further information about this policy, contact your local office; TTY/TDD Services: 7-1-1 *

Additionally, Worker's Compensation Insurance to cover the Participant in training will be provided by the employer/worksite. Current employees shall not be displaced by any Participant; this includes partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits.

No funds received may be used to promote or discourage union organization, political activities, or public service employment. Stipend training support may be offered only in conjunction with classroom training. WIOA Work Experience (WEX) is an intensive service that must be supported with other WIOA approved training.

In the event WIOA fails to receive funds to implement this agreement, the agreement shall be terminated. This agreement may also be terminated upon the mutual consent of the Worksite and WIOA.

SIGNATURES

Participant

Date

Worksite Supervisor/Alternate Supervisor

Date

WIOA Director or Dislocated Worker Program Staff

Date