

AREA 2 | SUMMIT & MEDINA
WORKFORCE INNOVATION & OPPORTUNITY ACT (WIOA)
POLICY LETTER C-07 | YOUTH WORK EXPERIENCE

I. **SUBJECT:** Youth Program Work Experience

II. **PURPOSE:** This policy governs the terms and conditions associated with the provision of Youth Work Experience, including both paid and unpaid, as one of the fourteen (14) youth elements that are available to be provided to youth activities and services. In addition to this policy, Area 2, in procuring and contracting with its OMJ operators, partners, and providers shall determine pursuant to which terms and conditions Youth Work Experience will be made available to each individual youth.

III. **EFFECTIVE DATE:** July 1, 2018

IV. **REVISED DATE:** October 7, 2019; December 9, 2020

V. **BACKGROUND**

Under the Workforce Innovation and Opportunity Act, paid and unpaid work experience is an allowable activity and one of the fourteen (14) youth program elements required to be competitively procured when selecting youth service provider(s).

VI. **REQUIREMENTS FOR WORK EXPERIENCE**

General Requirements

Work experience is one of the fourteen (14) required program elements that must be made available to all registered youth and should be offered throughout the program year. It is a planned, structured learning activity that takes place in a workplace setting for a limited period of time and has an academic and occupational education component. Work experience may be paid or unpaid, and must not be public service employment which is a prohibited activity under WIOA.

The primary goal of work experience is to provide youth participants with opportunities for career exploration and skill development to gain work readiness skills in preparation for employment. Work experiences should enable youth to gain exposure to the working world and its requirements. Youth should acquire personal attributes, knowledge, and skills needed to obtain a job and advance in employment. All work experiences should expose youth to realistic working conditions as much as possible.

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 situation must be based on an objective assessment and identified on the youth's Individual Opportunity Plan (IOP).

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Paid and unpaid work experience within Area 2 may include:

1. Job shadowing;
2. Internship;
3. Year-round employment for all youth;
4. Summer employment opportunities for In-School Youth;
5. On-the-Job training; and
6. Pre-apprenticeship programs.

Work experience may be conducted in the private-for profit, private non-profit, and public sectors, but shall not include public service employment, see the definition contained within this policy. Although a business, public agency or non-profit business ("work experience provider") may also receive some benefit from work experience in the form of work being done or recruiting a potential new employee, the primary goal of work experience is to benefit the participant.

Work experience must include an academic and occupational education component experience.

The minimum and maximum duration range of each type of work experience is set forth in the table below:

<u>Type of Work Experience</u>	<u>Minimum-Maximum Range</u>			
Job Shadowing	4	to	500	Hours per Employer
Internship	40	to	1,000	Hours per Internship
Year-round employment	100	to	2,000	Hours per Year
Summer employment for ISY	40	to	500	Hours per Summer
On-the-Job training	100	to	1,000	Hours per OJT
Pre-apprenticeship programs	100	to	1,000	Hours per Program

Requirements Regarding Work Experience Providers

All Area Youth providers should strive to utilize work experience providers that are committed to helping participants receive the experience and training that is required for employment beyond the work experience period. Work experience providers should be willing to work closely with the provider's program staff and be flexible in working with youth who have barriers to employment.

Attention must be given to ensure that work experience arrangements do not unfavorably impact the work experience provider's current employees and do not impair existing contracts for services or collective bargaining agreements. Work experience, including internships, in the private for-profit sector must be structured so as not to appear to be subsidizing private for-profit operations. The work

of the participant should not materially impact the profit margin of a private-for-profit company.

Paid Work Experience

Except where the work experience is an unpaid internship and/or unpaid job shadowing, the work experience must be a paid program, and some entity must serve as the employer of the Youth. Area 2 will cap youth work experience expenditures at \$8,000 gross wages, per youth, per enrollment period in the program. The Youth's employer shall assume all of the responsibilities associated with being the employer of the Youth, including but not limited to assuming the duties and liabilities associated with:

1. The contribution to and withholding of payroll taxes;
2. Provision of worker's compensation coverage;
3. Adherence of health and safety standards;
4. Child labor laws for those ages 18 and younger (see attached Appendix One) for a summary of Ohio's child labor laws); and
5. All other duties assumed by an employer under applicable federal, state, and local laws.

Providers may utilize all the following options in arranging for the paid work experience of a Youth.

1. The work experience provider may act as the individual's employer;
2. The Youth provider may act as the individual's employer and seek to place the youth with the host business for the work experience; and
3. The Youth provider may utilize a third party such as a staffing agency to act as the individual's employer and have the staffing agency place the youth with the host business for the work experience.

Unpaid Work Experience

Conditions pursuant to which a Youth provider may utilize unpaid Work Experience. The Youth providers for the Area Workforce may enroll Youth within unpaid work experience programs, which are limited to internships and/or job shadowing, under the following conditions:

1. The training, even though it includes the performance of work for the host business is essentially a training experience similar to a vocational school;
2. The participant is primarily the beneficiary of the experience;
3. Regular employees are not displaced and the experience is closely supervised/observed;
4. The work experience provider that hosts the experience derives no immediate or significant advantage (and may even be adversely impacted);
5. The participant is not guaranteed a job at the conclusion of the experience;
6. If the Youth is 18 or older, or a parent or guardian if the Youth is under 18, sign a waiver indicating that they understand that the placement is an unpaid work experience program, that the Youth is not an employee of the Youth provider or the host business, that the Youth acknowledges that s/he is not covered by workers' compensation, and that s/he assumes all risks associated with participating in the program;
7. The Youth's work experience does not involve the Youth doing any manual or physical work, and the work environment is set within an office or professional setting, and is not set outside or within a manufacturing or production environment; and

8. The Youth is not allowed to operate any type of motor vehicle as part of the work experience other than traveling to and from the site of the experience as part of their work experience commute.

Except where all the above conditions are satisfied, Youth may not be enrolled into the unpaid work experience program.

VII. DOCUMENTATION AND TRACKING

Documentation of the work experience must be maintained in the participant's file. All the following documentation will be kept in the Youth participant's file:

1. An objective assessment and IOP indicating a need for work experience.
2. Justification for incentives and description of type of payment method and amount, if applicable.
3. A copy of the agreement between the participant, the work experience provider, and the youth provider, including any attachments to the agreement, such as a training plan.
4. Time sheets, attendance sheets and performance records, as appropriate; and
5. Documentation of receipt of incentives and supportive service received by the participant.

Tracking Youth Work Experience

WIOA requires that not less than 20 percent (20%) of funds allocated to the local area be used to provide in-school and out-of-school with paid and unpaid work experiences, beginning with expenditures associated with the Program Year 2015 grants, awarded July 1, 2015. In accordance, the Workforce Area will negotiate with each Youth Provider a minimum expenditure requirement. Program expenditures on the work experience program element include wages as well as staffing costs for the development and management of work experiences. Local area administrative costs are not subject to the 20 percent (20%) minimum work experience expenditure requirement.

Tracking Youth Incentives

To the extent that the Youth Incentive is used in conjunction with an unpaid work experience, it may be counted as part of program expenditures on the work experience program element which are subject to the 20 percent (20%) minimum work experience expenditure requirement.

VIII. WORK EXPERIENCE PROVIDER AGREEMENT

Prior to the commencement of any paid or unpaid Work Experience, there must be a written Work Experience Provider Agreement entered into that details terms and conditions of paid and unpaid work experience and the expectations of the parties to the agreement. The written agreement must be signed by the participant, the participant's parent or guardian (if the participant is under 18 years of age), the work experience provider, and the Youth provider.

The written agreement must include at a minimum: the duration, remuneration, tasks, duties, supervision, health and safety standards, and other conditions of work experience such as consequences of not adhering to the agreement, and a termination clause. The work experience provider, the participant, and the youth provider should all be given a copy of the agreement. The

agreement must be available for audit and monitoring purposes. A copy of the Agreement to be used is attached as Appendix Two.

IX. DEFINITIONS

Incentive: remuneration to participants for successful participation and achievement of expected outcomes as defined in the Individual Opportunity Plan (IOP).

Internship: a system of gaining on-the-job experience by placement in a work environment for a period of time with the goal to build technical and job awareness skills. Internships may be paid or unpaid.

Job shadowing: a short-term unpaid activity which introduces a participant to the workplace and provides exposure to occupational areas of interest to increase career awareness. Job shadowing is limited and allows youth to observe only.

On-the-Job training (OJT): training by an employer that is provided to a paid participant while engaged in productive work in a job that:

1. Provides knowledge or skills essential to the full and adequate performance of the job;
2. Is made available through a program that provides reimbursement to the employer of a percentage of the wage rate of the participant; and
3. 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.

Pre-apprenticeship programs: programs or set of strategies designed to prepare individuals to enter and succeed in Registered Apprenticeship programs and have a documented partnership with at least one, if not more, Registered Apprenticeship programs.

Public service employment: work normally provided by governments, and includes, but is not limited to work in fields of: human betterment and community improvement, child care, healthcare, education, crime prevention, public transportation, streets and parks, solid waste removal, housing and neighborhood improvement, rural development, etc.

Summer employment opportunities: an activity conducted mainly during the summer months which involves work experience as the primary strategy and must provide direct linkages to academic and occupational learning.

Work experience: a planned, structured learning activity that takes place in a workplace setting for a limited period of time.

X. MONITORING

The Area will conduct oversight and monitoring of the implementation of all WIOA programming by all OMJ Center operators, partners, and/or providers pursuant to **Area 2 Policy Letter A-08 Program and Financial Monitoring and Compliance**. Any issues discovered will be handled through the area's monitoring resolution process.

Youth providers are not required to monitor unpaid work experience providers unless they place three (3) or more Youth within a year with that provider. Youth Providers shall Monitor all paid work experience programs where the work experience constitutes at least thirty percent (30%) or more of the maximum hours set forth. A Youth provider's monitoring of a work experience provider shall at a minimum include all of the following:

1. Review all applicable statutes as required for a complete monitoring review.
2. Perform a desk top audit of the participant's file and the affected contract.
3. Compile a listing of any questions from the desk top review prior to the monitoring visit.
4. Make an on-site monitoring visit at least once during the training period, or shortly thereafter its completion. Preferably the on-site visit will occur as close to as possible, when the customer has completed anywhere from 25% to 75% of his or her training. However, the on-site visit may occur after the training is over. The on-site visit will be waived if an on-site visit has already occurred for another employee doing the same work with the same employer within the six (6) months prior to the time that the individual is set to complete his/her training.
5. Complete a Monitoring Report either generated by the Area Workforce, or develop a Monitoring Report, the content of which is approved by the Area Workforce, with special attention to the following:
 - a. Completely review the Agreement, and any/all modifications;
 - b. Visually inspect the Worker's Compensation Account recording the account number and effective dates of coverage;
 - c. Review time and attendance, payroll, and personnel records;
 - d. Conduct a participant interview to accurately answer the report questions;
 - e. Review the IOP, justification for training, and the training outline;
 - f. Perform a visual inspection of the training area to insure safe and sanitary conditions;
 - g. Note any comments and any corrective action that may be needed;
 - h. Make sure all required signatures are obtained;
 - i. Report any/all discrepancies to an immediate supervisor no later than 5:00 p.m. on the business day following the visit;
 - j. Construct a corrective action plan, if required, including anticipated dates of completion and review. This action must be completed within five (5) working days;
 - k. Problem sites/customers will be reviewed for follow up no later than ten (10) days after corrective action is initiated or sooner if the situation warrants;
 - l. Follow up reports are to be submitted to the provider Program Managers within three (3) days to determine the effectiveness, continuation, or closeout; and
 - m. The provider Program Manager shall affect the final action as determined from information derived from follow-up reports.

XI. REFERENCES

1. ODJFS WIOA Policy Letter 15-08.1 Career Services for Adults and Dislocated Workers
2. ODJFS WIOA Policy Letter 15-10 Youth Program Services
3. WIOA Public Law 113-128 Sections 3(59); 134(d)(2) and (3); and 129(c)(2)(G)