

MERCED COUNTY WORKFORCE DEVELOPMENT BOARD

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POLICY BULLETIN

MCWDB PB # 04-21	Date Released: March 24, 2021
To:	All Merced County Workforce Development Board Staff and Service Providers
From:	Erick Serrato, Director, Merced County Workforce Development Board
Effective Date:	March 24, 2021
Subject:	Work Experience, Internships, and Transitional Jobs
Responsible Official:	MCWDB Program Manager

Background

The purpose of this policy is to provide direction and guidance to Service Providers in the administration of Work Experience, Internships, and Transitional Jobs (WEX) opportunities for WIOA Adult, Dislocated Worker, and Youth participants. For the purpose of this policy, the following entities are defined as:

1. Service Provider: the recipient of Workforce Innovation and Opportunity Act (WIOA) funds from the Merced County Workforce Development Board (MCWDB) to provide WIOA programs, including (WEX)
2. Contractor: the employer (work site) providing the WEX opportunity.

A WEX is an individualized career service within Career Services and is defined as a planned, structured learning experience in a workplace for a limited period of time that provides participants with opportunities for skill development.

A WEX may be paid or unpaid, as appropriate, and work sites may be in the private or for-profit sector, the nonprofit sector, or the public sector.

WEX is a contractual exchange between the Service Provider, Contractor, and the participant. Wages are provided by the Service Provider and paid directly to the participant and not the Contractor. Contractors are not monetarily compensated. Labor standards apply in any WEX where an employee/Contractor relationship exists, as defined by the Fair Labor Standards Act.

Policy

All WEX participants must meet WIOA program eligibility requirements (i.e. Right to Work Documentation), be enrolled into the respective WIOA program, and have received an assessment resulting in the development of an Individual Service Strategy (ISS) or Individual Employment Plan (IEP) that documents the participant's Career Pathway and the need for a WEX.

WEX may be provided to eligible Adults and Dislocated Workers (DW) for whom one or more of the following conditions exists:

1. The participant has no previous, or consistent, work history; and/or,
2. The participant has had no work history within the past five years; and/or,
3. The participant is otherwise eligible for WIOA intensive services and is in need of this service to assist them in preparing for participation in another appropriate training service or activity or to successfully obtain and retain unsubsidized employment.

Participants who have received funding through an ITA, cohort, or other WIOA funded training are also eligible for WEX. Funding for training and WEXs are separate.

WEX for Youth

WIOA places a priority on providing Youth with occupational learning priorities and requires local areas spend at least 20 percent of their Youth formula allocation on WEX. WIOA youth program funds spent on paid and unpaid WEX, including wages and staff costs, must be tracked and reported monthly as part of the local WIOA youth financial reporting. Allowable expenditures include:

- Wages/stipends paid for participation in a WEX;
- Staff time working to identify and develop a WEX opportunity, including staff time spent working with Contractors to identify and develop the WEX;
- Staff time working with Contractors to ensure a successful WEX, including staff time spent managing the WEX;
- Staff time spent evaluating the WEX;
- Participant WEX orientation sessions;
- Contractor WEX orientation sessions;
- Classroom training or the required academic education component directly related to the WEX;
- Incentive payments directly tied to the completion of WEX; and
- Employability skills/job readiness training to prepare youth for a WEX.

For the MCWDB WIOA Youth program, WEX is similarly defined with the additional requirement that paid and unpaid WEX must include academic and occupational education (provided either concurrently or sequentially) that aligns with their Career Pathways as a component. WEX may include the following:

1. Summer employment opportunities and other employment opportunities available throughout the school year;
2. Pre-apprenticeship programs;
2. Internship, job shadowing, and entrepreneurship activities; and
3. On-the-job training opportunities

The academic and occupational education component refers to contextual learning that accompanies a WEX. It includes the information necessary to understand and work in specific industries or occupations. For example, if a youth is in a WEX in a hospital, the occupational education could be learning about the duties of different types of hospital occupations such as a phlebotomist or physical therapist. Whereas, the academic education could be learning some of the information needed to know such as the name of a specific bone in the body, or the function of a specific ligament.

Work experience is required to take place in the workplace, which ideally means on a work site where youth are in a work setting interacting with other workers in the specific industry and occupation. When due to the rural nature of a local area or when the MCDWB Director announces a local, state, or national emergency, if it is not possible to provide WEX experiences on a work site, it is acceptable to provide remote or virtual WEX experiences for youth. During declared emergencies, activities that prepare for the world of work are also acceptable for WEX (i.e. Work Readiness classes, Earn & Learn, Career Research).

Contractor Eligibility

WEX contracts can only be written after a worksite has been developed and the Contractor is eligible to participate in a WEX Agreement under the following guidelines:

1. The Contractor must not be involved in a current labor dispute or have workers currently in a layoff status;
2. 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 having a WEX participant;

3. The Contractor must be willing to train the assigned worker on identified tasks;
4. Every Contractor subject to the Fair Labor Standards Act's minimum wage provisions must post, and keep posted, a notice explaining the Act in a conspicuous place in all of their establishments so as to permit employees to readily read it;
5. The WEX participant is subject to the same standards as a regular employee of the Contractor. If a Contractor requires all of the employees to be drug tested, fingerprinted or screened for tuberculosis, the WEX participant will be subject to testing per Department guidelines;
6. The Contractor must have Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 annual aggregate covering bodily injury, personal injury and property damage. The MCWDB, Worknet, and its officers, employees and agents shall be endorsed to above policies as additional insured, using ISO form CG2026 or an alternate form that is at least as broad as form CG2026, as to any liability arising from the performance of this Agreement;
7. Must be registered with the Internal Revenue Service (IRS), and for all current employees: have an account with the California Employment Development Department for Unemployment Insurance and carry Workman's Compensation Insurance;
8. Must have a current and valid Business License to operate at the location of the business, unless exempted by the state and/or local licensing agency, and provide their Federal Employer Identification Number (FEIN);
9. Must have safe and healthy working conditions with no previously reported health and safety violations that have been reported but have not been corrected;
10. 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;
11. Shall not allow the WEX activity to result in the infringement of promotional opportunities of their current employees; and
12. Shall not allow the participant to be involved in the construction, operation or maintenance of any part of any facility that is used, or to be used, for religious instruction or as a place of religious worship.

WEX Skills and Contract Development

WEX contracts are designed to promote the development of good work habits and basic work skills for individuals who have never worked, have limited occupational exposure, or have been out of the labor force for an extended period. These habits and skills include skills necessary to successfully obtain and retain employment, punctuality, attendance, communication, teamwork, dependability, and task completion. WEX should focus on assisting individuals to establish a work history, demonstrate success in the workplace, and/or develop the skills that lead to entry into and retention in unsubsidized employment.

WEX may be provided concurrently with other appropriate core, intensive, or training activities. WEX requires the development of a training plan or outline, which will be included in the worksite agreement. The Contractor will assist in the development of the learning objectives. Regular time sheets and evaluations of participant progress are required no less frequently than twice per month throughout the duration of the activity. There is no requirement or expectation that the individual will be retained by the worksite following the successful completion of the paid WEX activity. WEX is designed to enhance the learning experience of the participant; therefore, contract development will take into consideration the following participant information listed in order of importance and preference:

1. Participant's career choice and field of study
2. Experience and Work History
3. Ability to perform WEX duties

Participants and worksites must be given an orientation, and the WEX Agreement must be used for all WEX assignments. A single WEX Agreement may be written for a group training with a single training site provided the working conditions, job description, training plan, wage rates and terms of the Agreement are the same for all participants covered by the Agreement.

The WEX Agreement details the specific guidelines that must be followed by the Contractor, participant, and MCWDB. WEX Agreements must be fully approved and signed by both the MCWDB Service Provider's Director and the Contractor prior to the start of the WEX.

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.

WEX Agreements must contain, at a minimum, all the following:

- Clear statement of purpose
- Identification of all parties including the WEX participant
- Requirements of the Contractor, participant, and WIOA Service Provider
- WEX start and end dates
- WEX job title and responsibilities
- Required tools, equipment, or uniforms, if applicable
- Supportive services that are needed by the participant, if applicable
- Detailed computation of the anticipated wages to be earned
- Concurrence between Contractor and union when WEX is under a collective bargaining agreement, if applicable
- A training plan that is incorporated by reference in the body of the contract
- Signature and dates of all parties to the agreement.

Duration and Funding Limits

Typically, WEX activities average between two to twelve (2-12) weeks. When determining the duration of a WEX activity, the following factors should be considered:

- Objectives of the WEX;
- Length of time necessary for the participant to learn the skills identified in the ISS/IEP;
- The Contractor having sufficient quantity and quality of meaningful work activities for the participant; and
- WEX budget

A brief WEX of 16 hours is allowable and is to be used as an opportunity to sample/job shadow an occupation to determine interest and possible need for training in that field. The intent is to provide participants with the opportunity to obtain hands-on information to assist them in better assessing their career interest, skill levels, and additional training required to obtain appropriate skill level for their chosen career. In this brief WEX, hours may be spread out over a maximum of eight (8) workdays; i.e., two (2) hours per day for eight (8) days, to allow maximum exposure at different times and at possible levels of activity.

A participant may have multiple WEX opportunities at different sites with documented need as outlined in the ISS/IEP, but only one at a time. WEX is subject to a maximum of 480 hours per program participation, unless otherwise allowed through a specific grant or by approval by the Director, and is subject to a maximum funding limit of \$7,200.

Compensation / Wages

Participants enrolled in a paid WEX shall not be compensated at a rate that is higher than the employer's entry-level

wage for an equivalent position. The hourly wage shall not be less than the State or local minimum wage, whichever is higher.

Participants shall only be paid for the hours worked during the WEX as documented on the participant WEX time sheets. Timesheets must be signed by the worksite supervisor, the participant, and turned in timely.

WEX participants are not authorized to work overtime and shall not be compensated for:

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

Worker's Compensation & Injury/Accident Reporting

The MCWDB Service Provider, or another third-party entity, is the employer of record and will be responsible for Worker's Compensation coverage for the participant while that participant is in WEX. At no time will a participant begin the WEX activity without the appropriate Worker's Compensation coverage. The participant will be instructed on how/when to report an injury/accident that occurs during the workday. The participant will be required to sign a statement confirming the instructions and a copy is to be kept in the working file.

Monitoring

Service Providers must conduct regular and on-going monitoring and oversight of WEX participants and work sites to ensure compliance of federal, state, and local policy. On site monitoring at the minimum will be:

1. Two weeks after start date.
2. One month after start date and monthly after that.

The monitoring with the Contractor and participant is to review the participant's progress in meeting training plan objectives and document any issues that may arise. Any deviations from the WEX agreement should be dealt with promptly. WEX participant's training and payroll records may be reviewed by federal, State and MCWDB monitors. These entities have the right to access, examine and inspect any site where any phase of the WEX program is being conducted. Proper WEX documentation must be maintained in such a way to facilitate an audit. WEX training and payroll records must be maintained for seven (7) years after the participant's conclusion of WIOA enrollment activities.

Monitoring focus includes verifying and documenting that:

1. Documentation supports that the Contractor meets eligibility outlined in the policy;
2. The length of the WEX is reasonable for the participant to learn the skills identified on the ISS/IEP;
3. An orientation was provided to the participant and the worksite when the placement does not include a direct hire with the Contractor. Direct hires receive onboarding and orientation from the Contractor; and
4. For Youth:
 - a. Academic and Occupational learning was documented as a component; and
 - b. The need for the WEX aligns with the youth Career Pathway and is documented on the ISS.

References

WIOA Section 129 (c)(2)(C)
WIOA Section 134 (c)(2)(A)
WIOA Section 188 (a)(2) and (3)
Title 20 CFR 680.180
Title 20 CFR 680.190
Title 20 CFR Section 681.20
Workforce Services Directive WSD17-07 "WIOA Youth Program Requirements"