

## **Paid Work Experience Directive #D-12-6.20**

Date: August 29, 2024  
Re: Youth Paid Work Experience

Approved: June 1, 2020  
Edits Approved: August 29, 2024  
Approved by: Stephanie Predko, Director of Programs

References: Workforce Innovation and Opportunity Act (WIOA), Public Law Sections 113-128  
20 Code of Federal Regulations § 681.600  
20 Code of Federal Regulations § 603 et al  
2 Code of Federal Regulations § 200.112, 200.318, and 2900  
20 Code of Federal Regulations § 679.410a)(3) and (c)  
29 Code of Federal Regulations § 570.35  
29 Code of Federal Regulations §§ 570.33  
ETA Training and Employment Guidance Letter (TEGL) 21-16  
ETA Training and Employment Guidance Letter (TEGL) 35-10  
ETA Training and Employment Guidance Letter (TEGL) 12-09  
Fair Labor Standards Act of 1938, 52 Stat. 1060, 29 U.S.C. 201 et seq

### **I. Purpose:**

- A. The purpose of this directive is to guide vendors and employers in the process of administering and managing WIOA and TANF-funded Youth Paid Work Experience.
- B. Labor standards apply in any work experience where an employee/employer relationship exists, as defined by the Fair Labor Standards Act.
- C. SCPa Works requires an onsite visit at least once a week fulfilled by vendor staff to ensure that the following elements are in compliance with federal and state laws, and local policy.

### **II. Worksite Agreement:**

- A. The Worksite Agreement must be used for all Work Experience Employer assignments. A single Worksite 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.
- B. The Worksite Agreement details specific guidelines that must be followed by the employer, participant, and vendor.
- C. Worksite Agreements must be fully approved by the vendor and employer, and signed by all parties prior to the start of the Work Experience.
- D. Worksite Agreements may be modified by request submitted in writing by the vendor to SCPa Works. Verbal modifications of Work Experience agreements are not valid.

### **III. Participant Eligibility:**

- A. All Work Experience participants must meet WIOA program eligibility requirements, be enrolled into the respective WIOA program, the participant must have received an assessment and this assessment

resulted in the development of an Individual Service Strategy (ISS) or Individual Employment Plan (IEP) that documents the participant's need and benefit for Work Experience.

**IV. Employer Eligibility:**

- A. The contracted Title I vendor is responsible for verifying that all Worksite Agreement requirements have been met and must approve all worksites before participants begin training.
  - 1. Employers must be registered with the Internal Revenue Service (IRS) and carry Workman's Compensation Insurance.
  - 2. Employers must be licensed to operate in the State of Pennsylvania and provide a Federal Employer Identification Number (FEIN).
  - 3. Employers must have safe and healthy working conditions with no previously reported health and safety violations that have been reported but have not been corrected.
- B. Work Experience Supervisors and Alternate Supervisors are required to supervise Work Experience participants. These Supervisors must have Child Abuse clearances, FBI background checks and State Back Ground Checks.
  - 1. Copies of these clearances will need to be retained with the Worksite Agreement kept in the worksite binder at all times.
  - 2. These clearances must be paid for by the Employer and have the results before a participant can begin working at the Worksite.
- C. Employers must be ADA compliant (see Employer assurance below) and must operate in alignment with the SCPa Works Equal Opportunity Employment Program.
- D. Employers, contracted vendors, and/or LWDB staff members will not discriminate in training or hiring practices because of race, color, sex, national origin, religion, physical or mental disabilities, political beliefs or affiliations, or age.
- E. Employers must be aware of the Child Labor Provisions of the Fair Labor Standards Act as stated below under assurances. (Reference: <https://www.dol.gov/agencies/whd/fact-sheets/43-child-labor-non-agriculture>)

**V. Documentation:**

- A. Justification and reasoning why an individual's plan related to the Work Experience must be recorded in case notes. This case note should include the assessment of need, recommendations from the case management staff, and any wage and hour determinations. Prior to starting the Work Experience, the following paperwork must be completed and included in the participant's case record file for each participant taking part in the Paid Work Experience activity:
  - 1. Work-Based Training Plan Agreement
  - 2. Career Assessment
  - 3. Grievance Procedure with Participant Signature of Acknowledgement
  - 4. IEP/ISS
  - 5. I-9
  - 6. W-4
  - 7. Training Plan supporting linkage to academic and occupational learning that takes place onsite
  - 8. Job Description
  - 9. If an individual is between the ages of 14-17 they are required to have a work permit. If the individual is 17 and dropped out of High School, the individual must request a letter from the home district. All copies of the work permits or letters will be retained in the participants file.
  - 10. Time Sheet- Weekly time sheets are required to be completed by the employer and participant- these time sheets will be retained in the file
  - 11. Bi-weekly Progress reports will be completed by the employer and the participant. These will be retained in the file.

12. All worksites must retain a binder on site. This binder will have a copy of the work experience agreement, time sheets, progress reports and copies of any clearances for the onsite supervisors.
  - a. Worksite binders must not leave the physical worksite and must contain the following articles of documentation for each participant who is placed with the Employer for Work Experience activities funded through WIOA/TANF:
    - 1) Worksite information to include employer name, address phone number, sub-site name, contact person name and position, supervisor name, alternate supervisor name, number of approved participants at the site, and supervisor/participant ratio;
    - 2) Current Agreement signed by all authorized parties and containing all required information as requested in the Agreement;
    - 3) Worksite handbooks provided to participants for orientation;
    - 4) A full job description separate from the brief description in the Agreement;
    - 5) Current, completed time sheets as proof of compliance with Child Labor Laws and in alignment with the Work Experience Plan expectations;
    - 6) Accident/incident report forms;
    - 7) Completed progress reports;
    - 8) Work permits for participants under 18 year of age;
    - 9) Employer staff clearances stored in an envelope in the back of the binder
    - 10) Signatures on applicable documents
    - 11) Grievance Procedure signature page

**VI. Compliance Monitoring:**

- A. Compliance monitoring is designed to ensure performance goals and contractual obligations are being met in accordance with applicable Federal, State and Local statutes, WIOA regulations, SCPA Works' policies, etc.
- B. These entities have the right to access, examine and inspect any site where any phase of a Work Experience program is being conducted.
- C. Worksites are monitored for compliance through on-site visits and/or remote desk reviews which will include, at a minimum, the review of payroll & time records, employer and participant surveys, participant progress reports, ADA compliance and participant file eligibility. Participant records must be maintained for seven years after conclusion of WIOA enrollment activities.
- D. Employers are required to maintain regulatory compliance with the following assurances:
  1. In accordance with WIOA Section 181(a)(1)(A), the Employer shall compensate the Participants at the same rates, including periodic increases as existing trainees or employees who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skills. The wage rates stated in this agreement shall be in accordance with the Fair Labor Standards Act of 1938 (29 U.S.C. 206(a)(1)) and the Commonwealth of Pennsylvania minimum wage.
  2. The Employer shall comply with the requirements of the WIOA, Public Law 105-220 as amended, regulations, policies, guidelines, circulars and field memorandum promulgated thereunder by the Department of Labor, the Commonwealth of Pennsylvania, and such other body as may have authority over WIOA funds or programs.
  3. The Employer shall comply with the federal Americans with Disabilities Act of 1990 (ADA) and maintain proof of Equal Opportunity Act of 1972 (EO) policies, standards, and grievance procedures.
  4. The Employer shall comply with Title VI and VII of the Civil Rights Act of 1964 and in accordance with those titles, no person in the United States shall on the ground of


race, ethnicity, color, sex, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program activity for which the applicant receives Federal financial assistance.


5. The Employer shall not utilize OJT funds obtained under this Agreement for political purposes, nor engage, nor cause its employees, to engage in the conduct of political activities that violate the Hatch Act.
6. The Employer shall not utilize funding under WIOA/TANF to assist, promote, or deter union organizing.
7. The Employer shall not utilize WIOA/TANF funds to reimburse the Employer for the cost of contributions on behalf of any participant to retirement systems or plans.
8. No person with responsibilities under a WIOA/TANF-funded program shall discriminate with respect to any program participant on the basis of race, age, marital status, disability, color, national origin, political affiliation, sex, or sexual orientation. NO person shall be discriminated against solely because of his or her status under this Contract.
9. The Employer shall provide comprehensive general liability insurance protection to the Participant, and, if the Participant shall operate a motor vehicle as part of their job responsibilities, the Employer shall provide comprehensive vehicle liability insurance as well.
10. The Employer shall provide Workers' Compensation Insurance at Employer's sole cost and expense. The Employer shall provide evidence of this insurance coverage to Equus upon request.
11. Any entity identified under WIOA/TANF as having fiscal or programmatic responsibility for an OJT established under this Agreement, including but not limited to agents of the federal, state and local governments and WIOA/TANF personnel, may at all times have access to the place of training and to the Participant to assure that the progress and quality of the training are in compliance with this Agreement.

E. Facilities and sites will be monitored for compliance with the following:

1. Worksite Binder containing all required documents and signatures
2. Stocked first-aid kit
3. Safe, sanitary work environments
4. Workforce posters displayed to include, but not limited to, minimum wage poster, Equal Opportunity poster, Child Labor Law (Federal & State Abstract, Department of L&I Work Schedule, and Grievance Procedures.
5. Emergency phone numbers
6. Accident reports
7. Back-up time record sheets
8. Workman's Compensation information

**Summary of Changes:** This policy is reviewed annually by the SCPa Works Policy Department for necessary changes, edits, updates, and revisions.

Date of Change:	Changed by:	Summary of Change(s):	Effective Date
02/01/2022	Saranne Miller 	Annual policy review/revision; edited banned occupations section V, revised lifetime allocation section VII(B), and updated citations to reflect federal and state compliance.	02/10/2022

08/29/2024	Saranne Miller 	Reviewed for updates.	08/29/2024