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|  | | BOARD POLICY | | POLICY NUMBER POL 400-5.2 |
| Title: | PAID WORK EXPERIENCE | | | |
| Effective: | | Revised: | Dec 10, 2024 | |
| Supersedes: | POL 400-5 | Version: | 03 | |

I. OF INTEREST TO

The Paid Work Experience (PWE) Policy should be of interest to members of the South Florida Workforce Investment Board (SFWIB) dba CareerSource South Florida, Local Workforce Development Area (LWDA) 23 Contractors (Service Providers), SFWIB staff, including Job Seekers.

II. PURPOSE AND SCOPE

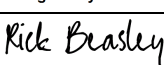
The Workforce Innovation and Opportunity Act (WIOA) brings together in strategic coordination the core programs of the federal investment in skills development to support training and work experience for job seekers through work-based learning.

Through this policy, South Florida Workforce Investment Board (SFWIB) dba CareerSource South Florida provides direction and guidance for the implementation of work experiences for WIOA eligible adults, Dislocated Workers and youth participants. The PWE program provides work experience to assist participants in establishing a work history, demonstrate success in the workplace, and develop necessary skills that lead to stable employment and self-sufficiency.

III. BACKGROUND

WIOA allows Labor Workforce Development Boards (LWDBs) to use work-based learning as an effective service strategy to assist job seekers in entering and advancing along a career pathway and to allow employers to train their employees while they continue to be productive members of the workforce.

Work-based learning activities include on-the-job training (OJT), customized training, incumbent worker training, registered apprenticeships, pre-apprenticeships, transitional jobs, and internships. A work experience is not designed to replace an existing employee or vacancy. Wages will be provided via a SFWIB sub-contracted service provider and paid directly to the participants developing an employer/employee relationship. Labor standards apply in all work experiences where an employee/employer relationship exists, as defined by the fair labor standards act.

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| Approved By: Rick Beasley, Executive Director | Signed by:  9FE97C26D3D0404... | 1/16/2025 |
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IV. STATUTORY AUTHORITIES

- [Workforce Innovation and Opportunity Act \(WIOA\), Section 129\(c\)\(2\)\(C\), Public Law 113-128 \(2014\)](#)
- [Workforce Innovation and Opportunity Act \(WIOA\), Section 134\(c\)\(2\)\(A\)\(xii\)\(VII\), Public Law 113-128 \(2014\)](#)
- [Code of Federal Regulations \(CFR\), Title 20, Part 680, Section 180, Use of Internships and Work Experience](#)
- [Code of Federal Regulations \(CFR\), Title 20, Part 681, Section 600, Work Experience for Youth](#)
- [Code of Federal Regulations \(CFR\), Title 45, Part 261, Work Participation Requirements \(TANF\)](#)
- [Code of Federal Regulations \(CFR\), Title 7, Part 273, Work Requirements for SNAP](#)
- [Training and Employment Guidance Letter \(TEGL\) No. 19-16, Guidance on Services Provided through the Workforce Innovation and Opportunity Act \(WIOA\)](#)
- [Training and Employment Guidance Letter \(TEGL\) No. 21-16, Third Workforce Innovation and Opportunity Act \(WIOA\) Title I Youth Formula Program Guidance](#)
- [Fair Labor Standards Act of 1938, 29 U.S.C. §§ 201-219](#)
- [Florida Statutes Section 112.3135 \(Conflict of Interest\)](#)
- [Florida Statutes, Section 414.105, "Welfare Transition Program"](#)
- [CareerSource Florida Administrative Policy 100](#)

V. DEFINITIONS

A. Paid Workforce Experience (PWE)

WIOA defines Work Experience as a planned, structured learning experience, that takes place in a workplace for a limited period of time. Work experience may be paid or unpaid, as appropriate. A work experience workplace may be in the private for profit sector, the nonprofit sector, or the public sector. Labor standards apply in any work experience where an employee/employer relationship, as defined by the Fair Labor Standards Act, exists.

Youth (Only)

Paid work experiences for youth participants are required to have an academic and occupational education as a component which:

- a) Refers to contextual learning that accompanies a work experience;
- b) May occur concurrently or sequentially with the work experience;
- c) May occur inside or outside the work site;
- d) Includes information needed to understand and work in specific industries or occupations; this component may be provided by the employer, and/or may be provided separately in the classroom or through other means.

B. Conflict of Interest

1. SFWIB will not favor a referral from and/or to a member of the SFWIB over another employer /business in the community. PWE placements shall be made based upon what will be most beneficial to the participant.
2. SFWIB shall be notified whenever the PWE Agreement is connected to a SFWIB member, Service provider and/or ACJ or employee.
3. Service providers and/or AJCs are prohibited from recommending an agreement or making PWE referrals to employer s/businesses who are members of their immediate family or members of families of other Service providers and/or AJCs staff or SFWIB staff.
4. The contracted Service providers and/or AJCs / employer or business shall not hire a participant who is a relative (member of the family) of the business. Relative is defined as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister. (Section 112.3135, Florida Statutes)

VI. EMPLOYER ELIGIBILITY

A. Business

Prior to entering into a PWE agreement with a business, the service provider or AJC must ensure that the business is eligible.

Businesses that meet the following criteria are considered eligible and may, subject to available funding, enter into a PWE agreement:

1. Located in the State of Florida;
2. Hold valid business occupational license;
3. Maintains Workers Compensation Insurance (if applicable);
4. Active business as verified by Florida Department of State Division of Corporations (www.sunbiz.org);
5. Business has operated at current location for at least 120 days.

PWE 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 PWE agreements are not valid.

VII. PARTICIPANT ELIGIBILITY

WIOA eligible Participants that meet the following criteria may, subject to available funding, participate in a PWE activity;

- a) Enrolled in the WIOA Title I Adult, Dislocated Worker, or Youth program

VIII. PWE AGREEMENT

A. Conditions

1. Eligible participants shall not commence participation in a PWE activity prior to the execution of the PWE agreement. The PWE agreement is considered executed once all parties have signed it.
2. The following sections must be pre-negotiated and must be included in the PWE agreement:
 - a) Length of the PWE
 - b) Hourly wage
 - c) Employer location
 - d) Intervals at which the business will provide PWE related documents and reports
 - a. Executed work training plan (Youth only)
3. (If the Business is the employer of record) - The appropriate signatory for the business shall be either the owner where the business is incorporated; or a partner where the business is a partnership; or an officer if the business is a corporation. Corporations sometimes designate signatories other than their officers.
4. Service Providers or AJCs are responsible for reviewing the PWE agreement with the employer prior to execution to assure that the employer wholly understands and is familiar with the requirements of the agreement.
5. PWE may be sequenced with, or accompanied by, other services, such as remedial education, basic skills training and/or occupational skills training, to include OJT, registered apprenticeship or pre-apprenticeships.
6. Service providers and/or AJCs shall establish and maintain records with respect to all matters covered by the PWE agreement. Service providers and/or AJCs shall retain such records for at least five (5) years from the date of last service provided.
7. Employer/businesses shall allow Service Providers and/or AJCs and SFWIB staff access to employer's premises in order to conduct monitoring activities.
8. Employer/businesses shall comply with the nondiscrimination and equal opportunity provisions of federal or state law.
9. Labor standards apply in all work experience where an employee/employer relationship, as defined by the Fair Labor Standards Act (FLSA), exists.
10. A Worksite Agreement must be created for each participant placed at a worksite.

B. Duration

1. A PWE agreement shall be limited to the length time required for a participant to become acquainted or reacquainted with basic work experience/skills and be

introduced to the particular work experience/skills (as negotiated per agreement) of the type of industry and occupation for which the participant has been placed into. In determining the appropriate length of the agreement, consideration should be given to the skill requirements of the occupation, the academic and occupational skill level of the participant, prior work experience, and the participant's Participant Employment Plan (IEP) / Participant Service Strategy.

C. Compensation

1. Eligible Service Providers and/or AJCs may reimburse for Paid Work Experience (PWE) costs up to a maximum of \$12,500 per participant. Any reimbursement exceeding this amount must receive prior written approval from SFWIB Executive Director.
2. Participants referred to an employer /business under a PWE agreement shall be compensated at comparable rates as similarly situated employees. In no event, however, shall PWE participants be paid less than the higher of the minimum wage specified under the Fair Labor Standards Act of 1938, as amended or the applicable state or local minimum wage.
3. Participants shall be subject to the same working conditions granted to regular employees under the same or similar occupational title.

IX. GRIEVANCES AND APPEALS

Service providers and/or AJCs shall advise participants of their right of appeal using either the employer /business' grievance procedures, or those of the SFWIB, if previously agreed with the employer /business. If a Service providers and/or AJCs or employer /business elects to use its own grievance procedures, the Service providers and/or AJCs must agree to provide information to the SFWIB as to actions taken under those procedures. If the participant is not satisfied with the outcome after using the Service providers and/or AJCs and/or employer /business' grievance procedures, then he/she may elect to file a grievance with SFWIB under the SFWIB grievance procedures.

X. LIMITATIONS

1. Participants shall not be employed to carry out the construction, operation, or maintenance of any part of any facility that is used or to be used for sectarian instruction or as a place for religious worship (except with respect to the maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship, in a case in which the organization operating the facility is part of a program or activity providing services to participants).
2. PWE agreements must be written for full-time employment for all adult participants and out-of-school youth enrolled in paid work experiences. Full-time employment is defined by the respective employer, based on their internal policies or industry standards. Proof of employment and verification of full-time status must be documented by the employer/business and confirmed by the Service Providers and/or AJCs. The only exception to this full-time employment requirement applies to in-school youth participants, who may be eligible for part-time employment as part of specific

initiatives or programs that require or allow for reduced hours. Service Providers may request a written exception for any participant prior to executing the agreement, which must be approved by the SFWIB Executive Director.

3. The encouragement or inducement of a business, or part of a business, to relocate from any location in the United States, if the relocation results in any employee losing his or her job at the original location.

XI. EXCEPTIONS

Exceptions to this policy, or any part thereof, must be approved in writing by the SFWIB Executive Director or the Executive Director's designee in accordance with applicable laws.