

<p style="text-align: center;">Northeastern Workforce Development Board (NWDB) General Policies and Procedures Work Based Learning (WBL) and Transitional Job POLICY</p>	
Policy 007	EFFECTIVE DATE: 09/18/2025
Approved by: Northeastern Workforce Development Board	Executive Director: <i>Halan E. Willinger</i>

REFERENCES: 20 CFR [§ 680.190](#), [§ 680.900](#), [§ 680.195](#), [§ 681.600](#), [§ 683.270](#), [188\(a\)\(3\)](#)

PURPOSE: To establish policy and procedures for work-based learning such as work experience and internships and transitional job services.

Adult Work-Based Learning Experiences

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

Transitional jobs provide 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. These jobs are designed to enable an individual to establish a work history, demonstrate work success in an employee-employer relationship, and develop the skills that lead to unsubsidized employment. The local area may use up to 10 percent of their combined total of adult and dislocated worker allocations for transitional jobs as described in [§ 680.190](#). Transitional jobs must be combined with comprehensive career services (*see* [§ 680.150](#)) and supportive services (*see* [§ 680.900](#)). [§ 680.190](#) and [680.195](#).

Youth Work-Based Learning Experience are a planned, structured learning experience that takes place in a workplace for a limited period of time with academic and occupational education. The educational component may occur concurrently or sequentially with the work experience. Further academic and occupational education may occur inside or outside the work site. Internships and other work experience may be paid or unpaid, as appropriate and consistent with other laws, such as the Fair Labor Standards Act. An internship or other work experience may be arranged within the private for profit sector, the non-profit sector, or the public sector. Labor standards apply in any work experience setting where an employee/employer relationship, as defined by the Fair Labor Standards Act, exists.

GENERAL PROVISIONS:

1. Host Worksite shall not receive compensation for providing any services described in WEX agreements.
2. Wages are provided by the WIOA service provider and paid directly to the participant developing an employer/employee relationship between the service provider and the participant.

3. Local WIOA youth programs must track program funds spent on paid and unpaid work experiences, including wages and staff costs for the development and management of work experiences, and report such expenditures as part of the local WIOA youth financial reporting.
4. Local youth programs must expend not less than 20 percent of the funds allocated to them to provide ISY and OSY with Paid and unpaid work experiences that have academic and occupational education as a component of the work experience, which may include the following: summer employment opportunities and other employment opportunities available throughout the school year; Pre-apprenticeship programs; On-the-Job trainings, Internships and job shadowing; and other opportunities further defined in [§ 681.600](#).
5. Host worksite assures that the jobs created for the work experience program are in addition to, not in place of, employment that would otherwise be financed without assistance from Service Provider and,
 - a. shall result in an increase in employment opportunities, taking into account the jobs created through the work experience program, and
 - b. shall not impair existing contract(s) for work by the substitution of WIOA funding for other funds.
6. Unsubsidized employees will not be terminated, laid off, or have working hours reduced in anticipation of the hiring of work experience program participants, and no individual will be hired into a job funded by work experience program where any other person is on layoff from the same job or a significantly similar one.
7. No participant will be placed or remain working in any position or a significantly equivalent one that is vacant due to a hiring freeze unless it can be demonstrated that the freeze resulted from a lack of funds to sustain former staff levels.
8. Service Provider retains the right to withdraw work experience program participants from the Host Worksite at any time. Such withdrawal will be based upon concern for the welfare of the participant and/or an apparent failure of the Host Worksite to comply with the terms of WEX Agreement.
9. Disputes arising from WEX Agreement that is not resolved by mutual consent of the parties shall be decided by the WIOA Service Provider's Workforce Director or his/her duly authorized representative in accordance with Workforce Innovation and Opportunity Act ("WIOA") grievance procedures. If the Host Worksite does not agree with the decision of the WIOA Service Provider's Workforce Director, the Host Worksite may terminate WEX Agreement immediately.
10. Youth work experiences must include academic and occupational education. The educational component may occur concurrently or sequentially with the work experience. The academic and occupational education component may occur inside or outside the work site. The work experience employer can provide the academic and occupational component, or such components may be provided separately in the classroom or through other means. States and local areas have the flexibility to decide who provides the education component. The academic and occupational education component refers to contextual learning that accompanies a work experience. It includes the information necessary to understand and work in specific industries and/or occupations.

PARTICIPANT CRITERIA

Participants must meet program eligibility requirements, be enrolled into the respective WIOA program, and have received an assessment resulting in the development of an Individual Service Strategy Plan that documents the participant's need for and benefit from the experience with internship, work or transitional job.

HOST SITE CRITERIA

1. Must be registered with Maine JobLink.
2. Must have safe and healthy working conditions with no previously reported health and safety violations that have not been corrected.
3. Must not discriminate against any employee or applicant for employment relating to this Contract because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. Must take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.
4. Must comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.
5. Must 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 WIOA participant or as the result of having a WIOA participant; [20 CFR 683.270]
6. Must not allow the work activity to result in the infringement of promotional opportunities of their current employees; [20 CFR 683.270]
7. Must 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 for religious worship. [20 CFR 188(a)(3)]
8. There are no regulations governing the amount of time a participant may be placed in an internship, work experience or transitional job. Typically, the internship, work experience or transitional job will average between 4-20 weeks. When determining the duration of a work experience activity, the following should be considered:
 - a. Agrees to coordinate a realistic job description, work plan, and schedule based on a reasonable blend of Host Worksite and Participant needs. The Participant may be scheduled for a maximum number of hours per week.
 - b. Job/position assignments are described in the Work Plan or official job descriptions submitted by the Host Worksite, and are made part of this Agreement by reference.
 - c. There is no provision for overtime, paid holidays, benefit time, or sick time in this Agreement. Missed shifts may be made up within the same pay week when feasible.
9. Agrees to provide the Participant with a worksite orientation that includes, but is not limited to:
 - a. Job description, duties and responsibilities
 - b. Hours of work, including break and lunch period policies, and time and attendance procedures
 - c. Emergency procedures
 - d. Worksite rules and regulations
10. Agrees to designate a worksite supervisor who will assure full-time supervision of all work experience program Participants either directly or through a clearly designated substitute supervisor. Names, titles, and signatures of approved supervisors will be included in this Agreement.
11. Reserves the right to exclude any Participant from its facilities and from participating in a work experience in the event that such person's conduct or state of health is detrimental

- to Host Worksite's patients or the proper administration of its facilities, but agrees that termination or similar disciplinary action can only be taken by Service Provider.
12. Shall participate in any educational programming required by WIOA legislation and provided by Service Provider by arranging Participants' schedule(s) to allow them to attend such sessions.
 13. Shall have in place alternate work plans in case of weather that precludes working outdoors, for those work sites located outside.
 14. Assures that work sites comply with State and Federal labor laws including wage and hour standards, child labor laws, and workplace safety. Agrees to continuously monitor worksite safety, expecting the Participant to comply with workplace safety requirements and policies, and to report Participant illness or injuries to Service Provider's Human Resources department as soon as the Host Worksite becomes aware of the illness or injury. Maine labor laws and resources can be found at:
https://www.maine.gov/labor/labor_laws/minorsguide/.
 15. Assures that no Participant will be required to be involved in political activities or in the construction, operation, or maintenance of a facility used for sectarian instruction or religious worship.
 16. Agrees to provide brief written evaluations of the Participant's general performance, to review this information with the Participant and the Workforce Development Specialist, as scheduled, within this Agreement on no less than a biweekly basis.

Compensation

Participants enrolled in a work experience or transitional job shall be compensated an hourly wage at 75% of the entry wage (given no skills or experience in the position for a WE) or State Minimum wage if the calculated rate is below state minimum wage.

Pay will only be provided for actual regular hours worked as documented on the participant time sheet. **Pay will not be provided for:**

- Sick leave;
- Vacation breaks;
- Lunch breaks; or
- A holiday recognized by the service provider as a "paid holiday".

Internship/Work Experience/Transitional Job Procedures

A. Participant File Documentation

The following documents must be in the participant file:

- Objective Assessment identifying an internship/work experience or transitional job as an appropriate service;
- Completed ISS/IEP documenting the services and outcomes; WIOA Adult, Dislocated Worker & Youth;
- Agreement (must be completed prior to the start of the internship/work experience or transitional job);
- Learning Plan (completed prior to the start date);
- Documented progress throughout periods of internship/work experience or transitional job;
- Timecards/sheets; and
- Case notes

B. Agreement

Agreements must contain, at a minimum, the following:

- Clear statement of purpose;
- Identification of all parties including the WIOA participant;
- Requirements of the employer, participant and WIOA service provider;
- Start and end dates;
- Training job title and responsibilities;
- Required tools, equipment or uniforms, if applicable;
- Detailed computation of the anticipated wages to be earned;
- A training plan that is incorporated by reference in the body of the contract; and
- Signature and dates of all parties to the agreement.

A single Agreement may be written for 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. Redacted versions of the Agreement will be uploaded into each participant's file.

C. Modifications

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 agreements are not valid.

D. Monitoring

Service providers must ensure regular and on-going monitoring and oversight of the internship, work experience or transitional job. Monitoring may include on-site visits and phone/email communication with the employer/trainer and participant to review the participant's progress in meeting training plan objectives. Any deviations from the agreement should be dealt with promptly. The WIOA service provider's oversight of the participant's training and payroll records may be reviewed by Federal, State and local fiscal and program monitors. These entities will have the right to access, examine and inspect any site where any phase of the WIOA work experience program is being conducted. The service provider will maintain its records and accounts in such a way as to facilitate the audit. Record Retention schedules must be maintained per contract with Maine Department of Labor.

Questions may be directed to:

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