



# Montana Department of LABOR & INDUSTRY

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2 Division: Workforce Services Division  
3 Category: WIOA  
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## Youth Work Experience (WEX) Policy

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9 **Background:** The Workforce Innovation and Opportunity Act (WIOA) prioritizes Youth Work Experience  
10 (WEX) for enrolled youth. Youth WEX is a planned, structured learning experience that takes place at a worksite  
11 and provides an opportunity for skills developments as appropriate. The duration of the work experience is  
12 limited and based on the needs of the client. A work experience worksite may be in the private for-profit sector,  
13 the non-profit sector, or the public sector.

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15 **Scope:** This policy applies to all service providers operating a WIOA Title 1 Youth Program, the WIOA Title 1  
16 Youth Program Manager, WIOA fiscal officer, and the WIOA monitoring team. The policy is effective July 1,  
17 2020.

### 18 Policy:

#### 19 A. General Program Eligibility and Client Placement Options

- 21 • WEX may be full-time or part-time depending on the needs of the client and service provider funding.
  - 22 ○ Full-time participation is defined as working 32 – 40 hours per week, not to exceed 40 hours
  - 23 per week. Overtime hours and overtime pay are not permitted.
- 24 • To establish a WEX, service providers have two options:
  - 25 ○ Standard WEX – The service provider is the employer; paying the client’s wages, withholding
  - 26 taxes, and paying Workers’ Compensation premiums.
  - 27 ○ Alternative WEX – The worksite is the employer; paying the client’s wages, withholding taxes,
  - 28 and paying Workers’ Compensation premiums. The employer invoices the service provider to
  - 29 receive reimbursement.
- 30 • WEX may serve as a stepping stone to unsubsidized employment and is an important step in the
- 31 development of career pathways for youth.
- 32 • Local youth programs must expend not less than twenty (20) percent of their funds allocation to provide
- 33 in-school and out-of-school youth with paid and unpaid work experience.
- 34 • WEX must include academic and occupational education. The education component may occur
- 35 concurrently or sequentially to the WEX.
- 36 • WEX requires that integrated education and training occur concurrently and contextually with workforce
- 37 preparation activities and workforce training for a specific occupation or occupational cluster for

38 educational and career advancement. Clients are not required to master basic academic skills before  
39 moving on to learn career-specific technical skills.

- 40 • There are four (4) categories of Youth WEX:
  - 41 ○ Summer employment opportunities and other employment available throughout the school year;
  - 42 ○ Pre-apprenticeship programs;
  - 43 ○ Internships and job-shadowing; and
  - 44 ○ On-The-Job Training (OJT). For more information please refer to the WIOA OJT Policy located at  
45 <http://wsd.dli.mt.gov/wsd-policy>.
- 46 • This Youth WEX Policy addresses only the requirements for summer employment opportunities and  
47 other employment available throughout the school year.

## 49 B. Service Provider and Employer Responsibilities

### 51 1. Relevant Employment Law

52 The WEX establishes a relationship between the employer and the employee. Service providers and employers  
53 must:

- 54 • Comply with the Fair Labor Standards Act;
- 55 • Provide youth under eighteen (18) years of age with a work schedule that complies with child labor laws;
- 56 • Provide Workers' Compensation coverage; and
- 57 • Withhold Social Security and federal and Montana state income taxes.
  - 58 ○ Exception: Montana state law excludes WEX from the definition of employment for purposes of  
59 unemployment insurance compensation (UI). Therefore, employers do not pay UI on WEX wages  
60 and WEX participants do not earn wage credits.
- 61 • Pay WEX clients an hourly wage for hours worked. Payment may be in ¼ hour increments. Wages are  
62 considered a work-training or educational allowance. Each client will receive a wage based on:
  - 63 ○ Applicable federal or state minimum wage; or
  - 64 ○ The same rates as worksite trainees or employees in similar occupations or with similar training,  
65 experience, and skills, whichever is higher.
  - 66 ○ Exception: Based on local community wages, providers may pay clients more than the minimum  
67 wage. However, the wage must be commensurate with, not higher than, other worksite  
68 employees doing the same job.
- 69 • Provide WEX clients with the same benefits and working conditions as the other employees performing  
70 similar work; for the same length of time

### 71 2. Required WEX Documents

72 a) A Memorandum of Agreement is required for each worksite. The agreement must be completed prior to  
73 placement of a client at a worksite. Employers may choose from the following documents:

- 74 • WEX Youth Memorandum of Agreement.22 – The service provider is the employer; paying the client's  
75 wages, withholding taxes, and paying Workers' Compensation premiums
- 76 • WEX Youth Alternative Memorandum of Agreement.22,1 – The worksite is the employer; paying the  
77 client's wages, withholding taxes, and paying Workers' Compensation premiums. The employer invoices  
78 the service provider to receive reimbursement.
- 79 • WEX agreements are set up annually, based on program year (i.e. July 1<sup>st</sup> through June 30<sup>th</sup>).
- 80 • One agreement per worksite will cover all clients who are placed at that location.

81 b) Union Concurrence documentation occurs after an informal consultation with the appropriate labor  
82 organization.

- 83 • The WEX Union Concurrence Form.23 will be completed when a worksite has a union. If there is not  
84 collective bargaining agreement in place, a note on the Union Concurrence Form, such as N/A, is  
85 enough.

- 86 • The Union Concurrence Form must have the signature of the case manager and worksite authorized  
87 signatory regardless of whether there is a collective bargaining agreement in place.
- 88 • A copy of the Union Concurrence Form must be kept with each Memorandum of Agreement, even when  
89 a collective bargaining agreement is not applicable.
- 90 c) A WEX Youth Training Summary Form 22.C must be completed for each job performed at a worksite.
- 91 • There may be multiple summaries tied to a worksite depending on the number of job titles.
- 92 • Like the Memorandum of Agreement, the Training Summary must be completed prior to placement of a  
93 client at a worksite.
- 94 d) Timesheets must align with the client's performance of work elements outlined on the Training Summary.  
95 Timesheets must document pay period start and end dates, as well as dates and hours worked by the client on  
96 Training Summary duties and tasks.
- 97 • At the end of the scheduled work period, all clients must complete the WEX Youth Timesheet. 22.D.
- 98 • Timesheets must be signed and dated by both the client and the supervisor.
- 99 • The supervisor must complete the evaluation section of the timesheet; and
- 100 • The individual signing as supervisor must be listed on the Training Summary as an authorized signatory.
- 101 e) Worksite supervision must be documented on the WEX Youth Bi-weekly Contact Record.22.E. Service  
102 providers must visit clients and their supervisors at their worksite on a bi-weekly basis to complete the form  
103 together and assist with work-related or personal counseling and coaching. Regular monitoring of client  
104 performance and progress may support a decision about the client's continued participation, transfer to  
105 another structured learning experience, placement in unsubsidized employment, or other action as appropriate.  
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### 107 3. MWorks Documentation

- 108 a) WEX case notes must include:
- 109 • How the worksite was determined;
- 110 • Expected WEX duration; and
- 111 • Worksite information (worksite supervisor).
- 112 b) Individual Payment Authorizations must be set up for each pay period, supported by client timesheets, and  
113 must document:
- 114 • Pay period dates or end date; hours worked for the pay period; and costs, including both gross wages  
115 and fringe benefits related to WEX.
- 116 • Only in extraordinary circumstances may more than one pay period be combined on a single payment  
117 authorization.  
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### 119 Administrative Requirements:

- 120 • The WIOA Title I Youth Program Manager will provide technical assistance to case managers.  
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### 122 Monitoring and Evaluation:

- 123 • A formal monitoring will be conducted by an entity designated by the SWIB.

### 124 References:

- 125 • [MCA 39-51-204 1m - Montana UI WEX exclusion](#)
- 126 • [WIOA Section 181 \(a\)\(1\)\(A\) WEX Wage Rate](#)
- 127 • [TEGL 23 -14 Expansion of Youth Work Experience](#)
- 128 • [TEGL 08 -15 Allowable Expenditures for Youth WEX Activities](#)
- 129 • [TEGL 21-16 Further Defines Youth WEX Program Elements](#)  
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