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Office of Compliance Issuance

09-2026

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Family and Workforce Centers of America (FWCA) is the fiscal agent and workforce support organization for Saint Louis County Workforce Development.

SUBJECT:

Work Experiences for Adult and Youth

ATTACHMENTS (if any):

- (A) – Worksite Agreement
(B) – Training Plan

This Issuance is an official policy of St. Louis County Workforce Development.

This Issuance Affects:

- Workforce Innovation and Opportunity Act (WIOA) Programs
Title I: Adult
Title I: Dislocated Worker
Title I: Youth

FOR THE ATTENTION OF:

All applicable WIOA staff or subcontractors—Implementation of this policy is immediate and continuous.

RESCISSIONS: N/A

REFERENCES:

- OWD Issuance – Work Experience for Adults and Dislocated Workers
OWD Issuance – Case Note Policy
2) 20 CFR § 680.180 - What is an Internship or Work Experience for Adults and Dislocated Workers?
3) 20 CFR 680.170, 680.180, 680.530.

SUMMARY

This policy communicates the St. Louis County Workforce Development (STLCOWD) work experiences applicable to WIOA programming: Adult (AD) and Dislocated Workers (DW) and Youth (OSY & ISY).

BACKGROUND

STLCOWD policy for Work Experiences that supports an individual's chosen career pathway(s) and facilitates their transition into placement within high growth/high demand regional careers as identified by MERIC.

Work experience is applicable to all WIOA core programs and a valuable tool to engage employers and to support job seekers in overcoming barriers to employment. WIOA Work Experiences are designed to help individuals establish a work history, demonstrate success in the workplace, and develop the skills that lead to entry into, and retention in, unsubsidized employment. Training to Work Experience activity is a contractual exchange between the WIOA service provider, the worksite employer, and the individual. It is not designed to replace an existing employee or position.

SUBSTANCE

A WIOA Work Experience is an individualized career service and is a planned, structured learning experience that takes place in a workplace for a limited period of time.¹ Worksite employers are critical partners that provide significant growth opportunities for adults and dislocated workers through work experiences that give them the ability to learn and apply in-demand skills. Work experience may be paid or unpaid, and may take place in the private sector, non-profit sector, or public sector.

A. VARIOUS TYPES OF WORK EXPERIENCES/LEARNING WHILE WORKING

- **Regular Work Experience** – A planned, structured learning experience that takes place in a workplace for a limited time. Work experience may be paid or unpaid, as appropriate, and may be arranged within the private for-profit sector, the non-profit sector, or the public sector. Work experience must be related to the individual's career pathway.
- **Subsidized/ Unsubsidized Internships** – A planned, structured learning experience that takes place in a workplace for a limited time and is related to a student's field of study or career pathway. An internship may be arranged within the private for-profit sector, the non-profit sector, or the public sector. Internships must be directly in line with the individual's long-term career pathway goal.

¹ 20 CFR 680.180.

- **Transitional Jobs** - A “transitional job” is a work-based learning activity that provides a time-limited work experience, wages-paid, and is subsidized in the public, private, or non-profit sectors.² Transitional jobs serve individuals with barriers to employment due to chronic unemployment or inconsistent work history.

- **Pre – Apprenticeships & Apprenticeships**

Registered Apprenticeship programs include immediate employment for apprentices, they provide an excellent opportunity for dislocated workers, returning military service members, and others needing to transition to new careers. Registered Apprenticeship contributes to career pathways by building worker skills and establishing well-defined steps along pathways to higher levels of employment and wages. All Registered Apprenticeship programs must consist of the following components:

- Industry Led
- On-the-Job Training
- Related Instruction
- Rewards for Skill Gains
- National Occupational Credential

Registered Apprenticeship programs are automatically included on the Missouri Eligible Training Provider List (ETPL).

Apprenticeship programs are well positioned to impart skills to workers, which would meet the WIOA measurable skills gain performance indicator.

- **Pre-Apprenticeships AD/DW/Youth**

Pre-apprenticeship programs are designed to assist individuals who do not currently possess the minimum (academic or skills) requirements for selection into an apprenticeship program.

Pre-apprenticeship programs generally consist of the following:

- Training and curriculum that aligns with the skill needs of employers in the economy of the State or region involved;
- Access to educational and career counseling and other supportive services, directly or indirectly;
- Hands-on, meaningful learning activities that are connected to education and training activities, such as exploring career options, and understanding how the skills acquired through coursework can be applied toward a future career;
- Opportunities to attain at least one industry-recognized credential; and
- A partnership with one or more Registered Apprenticeship programs that assists in placing individuals who complete the pre-apprenticeship program into a Registered Apprenticeship program.

² 20 CFR 680.190.

- **Customized Training**

Customized Training (CT) is designed to meet the unique training needs of an employer or a group of employers. CT can be used for training prospective (new) workers. CT is business-driven where the employer decides who will provide the training (e.g., external trainer, internal manager), what curriculum will be used, and which workers will be trained. The following should be met:

- Designed to meet the unique needs of an employer or a group of employers
- Commitment by the employer(s) to employ the individual upon successful completion of the training
- For which the employer pays for not less than 50% of the cost of the training.

- **Prospective or incumbent workers**

These individuals benefit by learning new skills and obtaining or retaining employment after successful training completion. The approved employer commits to hire or—in the case of incumbent workers—retain individuals who successfully complete training. Contracted Education Training (CET) provides STLCOWD the flexibility to contract directly with institutions of higher education or eligible training providers under certain conditions.

B. INDIVIDUAL ELIGIBILITY & ENROLLMENT

Individuals must meet program eligibility requirements, be enrolled into the respective WIOA program, and must have received an assessment resulting in the development of an Employment Plan (EP) that documents the individual's need for, and benefit from, a Work Experience (i.e. little or no prior work experience, difficulty maintaining employment, displaced worker needing to learn new skills, etc.). Individuals who have received funding through an ITA, cohort, or other WIOA funded training are also eligible for Work Experience. *Individual's file must show WIOA activity within the last 90 days.*

C. MAXIMUM HOURS

A WIOA Work Experience is allowable for up to 300 hours. STLCOWD may limit the duration and the number of hours for an individual to participate in a work experience. To determine the duration of a Work Experience activity, the following will be considered:

- the duration needed to acquire necessary skills or knowledge;
- the objectives of the work experience;
- the quality and benefit of the employer's work activity; and
- the budget of the WIOA service provider.

STLCOWD may recognize a need for additional Work Experience training hours to be approved in the initial Training Plan. Additional Work Experience hours may be requested with WIOA designated staff approval.

If, upon completion of the maximum work experience hours, the STLCOWD determines the individual requires additional hours to be successful or to obtain unsubsidized employment, the STLCOWD may extend the work experience hours to an additional 240 hours, provided that the following criteria are met and documented.

- An updated Training Plan justifying the need for the additional hours;
- A detailed case note detailing the need for the additional hours; and
- A statement from the worksite employer confirming the need for additional hours.

D. COMPENSATION

Individuals enrolled in a paid work experience shall be compensated an hourly wage at not less than the State or local minimum wage. Individuals shall be paid only for the hours worked during the work experience and the hours must be documented on the individual's work experience time sheet. Work Experience individuals are not authorized to be paid for sick leave, vacations, or holidays and are not authorized to work overtime (no more than 8 hours per day, 40 hours per week).

E. WORKSITE EMPLOYER ELIBILITY

- Employers must be licensed to operate in Missouri, be in good standing and must provide their Federal Employer Identification Number (FEIN). Additionally, employers must adhere to the following requirements:
 - Must have safe and healthy working conditions with no previously reported health and safety violations that have been reported but have not been corrected; and
 - Must be compliant with all Equal Opportunity (EO) regulations
 - 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 an individual or as the result of having an individual; and
 - Shall not allow the individual's activity to result in the infringement of promotional opportunities of their current employees; and
 - Shall not allow the individual 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.

F. EMPLOYER OF RECORD REQUIREMENTS

- The employer of record must carry workers' compensation to the extent available, and if the States workers' compensation law does not apply, insurance coverage must be secured for injuries suffered by the individual in the course of such work experience;
- Ensure work experiences will be conducted in a safe and sanitary work environment;
- Complete an EO-15 document

- Ensure all work experience individuals have adequate worksite supervision;
- Must conduct a WIOA worksite orientation with the worksite employer and the individual prior to the start date; and
- Complete the federal E-Verify requirement within three (3) business days of the individual's hire/start date.

G. CASE MANAGEMENT & DOCUMENTATION

The following must be completed and documented prior to the start date of the work experience;

- Comprehensive Assessment identifying the need and ability for successful completion of work experience;
- Employment Plan (work experience must align with the identified career pathway);
- Documentation of an Employer Pre-award Review (case note or signed document);
- EO-15 document signed by worksite employer;
- Completed and signed Worksite Agreement (good for one year);
- Work experience dates must fall within the dates of the agreement;
- Detailed Work Experience Training Plan;
- Federal E-Verify documentation completed within three (3) business days of the individual's hire/start date; and
- Work Experience Starting Case Notes³, must include:
 - Name of worksite employer;
 - Employer of record;
 - Job title;
 - Begin date and project end date;
 - Total number of hours approved for the work experience;
 - Hourly wage; and
 - Funding source

The following documents must be uploaded, and case notes must be entered in the case management system throughout the duration of the work experience until the final payment to the individual is made:

- Completed timesheets, signed by the individual and the worksite supervisor;
- Payroll documentation, to include a copy of the pay stub and verification of payment to the individual;
- Case Notes⁴, describing the individual's progression in the work experience; and
- Work Experience Timesheet Payment Case Notes, to include:
 - The payroll or monthly invoice period;
 - Number of hours worked;

⁸ Missouri OWD Issuance - Case Note Policy

⁹ Missouri OWD Issuance - Case Note Policy

- Gross wages for the pay period;
- Number of hours remaining; and
- Funding source(s).

An example of a pre-award case note:

“Met with Worksite employer (xyz) to complete the Worksite Agreement, for WIOA. In discussing the Agreement, it was shown that the employer meets the criteria set forth in the Employer Pre-Award review, (adherence to EO regulations, American with Disabilities Act provisions, maintaining safety standards for the business and employees, current on all taxes etc.). All forms related to the Worksite Agreement have been uploaded into MoJobs (Documents).”

H. MONITORING REQUIREMENT

The WIOA service provider’s oversight of the paid and unpaid work experience individual’s training and payroll records may be reviewed by Federal, State, and local fiscal and program monitors. Such monitoring may include, but is not limited to, on-site visits and phone/email communication with the employer/trainer and individual, to review progress and provide technical assistance as needed.

I. EXEMPTIONS FROM UNEMPLOYMENT INSURANCE

Individuals in work-relief or work-training programs authorized by WIOA, or any other programs funded in whole or in part by Federal, State, or local awards or grants, are exempt from UI wage reporting requirements if the employer of record is:

- The State, or any (local) political subdivision of the State, or any instrumentality (board, commission, etc.) of the same; or
- A not-for-profit corporation, community chest fund, or foundation organized and operated exclusively for religious, charitable, scientific, testing for public safety, literary, or educational purposes, or for the prevention of cruelty to children or animals, or other organization as described in Section 501(c)(3) of the Internal Revenue Code. For the purposes of this exemption, DOL’s guidance defines work-relief and work-training programs thus:
- Conditions for all work-relief and work-training programs require:
 - The employer-employee relationship is based more on the individuals’ and communities’ needs than on normal economic considerations (such as increased demand or the filling of a bona fide job vacancy); and
 - The products or services are secondary to providing financial assistance, training, or work experience to individuals to relieve them of their unemployment or poverty or to reduce their dependence on various measures of relief, even though the work may be meaningful or serve a useful public purpose.

- Both work-relief and work-training programs also must have one or more of the following characteristics:
 - The wages, hours, and conditions of work are not commensurate with those prevailing in the locality for similar work; or
 - The jobs did not, or rarely did, exist before the program began (other than under similar programs) and there is little likelihood they will be continued when the program is discontinued; **OR**
 - The services furnished, if any, are in the public interest and are not otherwise provided by the employer or its contractors; OR
 - The jobs do not displace regularly employed workers or impair existing contracts for services.

For work-relief programs only, the qualifications for the jobs must take into account, as indispensable factors, the economic status (i.e., the standing conferred by income and assets) of the applicants.

INQUIRIES

Please direct all questions or comments regarding this Issuance document to compliance@fwca-stl.com. All active, expired, or rescinded Issuances are available upon request.

ATTACHMENT A – WORKSITE AGREEMENT (FRONT)



Missouri Department of Higher Education and Workforce Development
Office of Workforce Development

Work Experience Worksite Agreement

This Agreement is made between (1) _____ hereafter called **AGENCY**, and (2) _____ hereafter called **WORKSITE EMPLOYER**. These parties agree that the **WORKSITE EMPLOYER** shall provide meaningful work experience and supervision to participant(s) in accordance with the General Assurances and the Training Plan which are part of this agreement, during the period beginning _____ and ending _____.

WORKSITE EMPLOYER INFORMATION	Company Name:			
	Federal Employer ID Number (FEIN)			
	Address			
	City, State, Zip Code			
	Telephone Number			
	Contact Person			
	Collective Bargaining Agent (if Applicable)			
	Location of Training Facility			
	TRAINING OCCUPATIONS	NUMBER OF PARTICIPANTS	SUPERVISOR NAME	
WORK EXPERIENCE INFORMATION				
Signature of Employer/Authorized Representative		Type/Print Name	Title	Date
Authorized Agency Signature		Type/Print Name	Title	Date

For additional information about Missouri Office of Workforce Development services, contact a Missouri Job Center near you. Locations and additional information are available at jobs.mo.gov or 1-888-728-JOBS (5627). The Missouri Department of Higher Education and Workforce Development is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. Missouri Relay Services at 711.

ATTACHMENT A – WORKSITE AGREEMENT (BACK)

- The AGENCY will provide each worksite supervisor with a Supervisor Orientation for the program, which covers WIOA rules, requirements, timesheet information, and other information as applicable.
- The WORKSITE EMPLOYER agrees to provide constructive and meaningful work experience and training activities for the participant as follows and ensure that:
 - Each worksite supervisor shall be provided a Supervisor Orientation for the program.
 - The Participant duties and activities are described in the training plan.
- The WORKSITE EMPLOYER shall provide the participant with a formal orientation to the requirements of the job, work rules, expectations, hours of work, and any other special requirements of the WORKSITE EMPLOYER.
- The worksite will provide a sufficient quantity of work/training to fully occupy participant.
- The worksite will provide all necessary materials, supplies and equipment for the purpose of completing assigned tasks.
- The worksite shall ensure consistent supervision of participants and of tasks performed.
- The worksite supervisor shall maintain close liaison with program staff regarding:
 - Participant performance and behavior
 - Immediate notification of irregular or lack of attendance
 - Immediate notification of injury on the job
- The WORKSITE EMPLOYER shall be responsible for reporting termination of participants to the AGENCY immediately.
- The WORKSITE EMPLOYER agrees to provide the instruction, supervision of employees, equipment tools, etc. that are necessary for the participant to conduct their job duties.
- The WORKSITE EMPLOYER will agree to absorb the financial liability for any costs that may result from participant damage.
- Ensure that accurate time and attendance records are completed on a daily basis and that the hours recorded will only reflect the hours the participant worked.
- **MONITORING:** The WORKSITE EMPLOYER understands that the AGENCY, Office of Workforce Development, or other such related agencies may monitor this worksite to ensure compliance with rules and regulations.
- **EMPLOYEE DISPLACEMENT/REPLACEMENT:** No participants shall displace (including a partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits) any currently employed employee (as of date of participation). A participant in a program or activity may not be employed in or assigned to a job if:
 - (1) Any other individual is on layoff from the same or any substantially equivalent job;
 - (2) The WORKSITE EMPLOYER has terminated the employment of any regular, unsubsidized employee or otherwise caused an involuntary reduction in its workforce with the intention of filling the vacancy so created with the participant; or
 - 3) The job is created in a promotional line that infringes in any way on the promotional opportunities of current employed workers.
 - 4) Regular employees and program participants alleging displacement may file a complaint under the applicable grievance procedures.
- **WORKERS COMPENSATION:** The AGENCY is responsible for job related injuries to the participant and will provide insurance through Workers Compensation or other adequate medical and accident insurance. The WORKSITE EMPLOYER supervisor MUST contact the program staff immediately upon a workplace injury of a participant and complete the necessary forms.
- **HEALTH AND SAFETY:** No participant will be permitted to work or train in buildings or surroundings under working conditions that are unsanitary, hazardous, or dangerous to the participant's health or safety. Participants employed or trained in inherently dangerous occupations shall be assigned to work in accordance with reasonable safety practices.
- The WORKSITE EMPLOYER agrees to maintain sanitary facilities, safe working conditions, within a drug-free workplace and compliance with the OSHA and Child Labor Laws and laws of the Fair Labor Standards Act (FLSA) provided to the training site by the program staff.
- No participant will be allowed to perform work activities that are not federally legal.
- **Employment or training of participants in sectarian activities is prohibited.** This limitation is more fully described at 29 CFR 37.6(f)(1). Under 29 CFR 37.6(f)(1), participants must 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.
- **NEPOTISM:** No participant may be placed in an employment activity of a member of that person's immediate family is directly supervised by or directly supervises that individual.
- **UNION COMPLIANCE:** The WORKSITE EMPLOYER/AGENCY will ensure this work experience will not impair existing contracts for services or collective bargaining agreements. When a program or activity would be inconsistent with a collective bargaining agreement, the appropriate labor organization and employer must provide written concurrence before the program or activity begins.
- **DISCLOSURE OF CONFIDENTIAL INFORMATION:** The WORKSITE EMPLOYER agrees to maintain the confidentiality of any information regarding applicants and participants, or their families, which may be obtained through application forms, interviews, tests, and reports from public agencies, counselors or any other source.
- **EQUAL OPPORTUNITY:** The EMPLOYER agrees not to discriminate against any participant because of age, race, creed, color, religion, political belief or affiliation, sex, national origin, ancestry or disability. The EMPLOYER further agrees that it will take affirmative action to ensure that applicants are employed, and that employees are treated without discrimination during employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or terminations; rates of pay or other forms of compensation and selection for training, including apprenticeship.
- **AMERICAN WITH DISABILITIES ACT:** The EMPLOYER shall comply with the Americans with Disabilities Act of 1990, Public Law 101-336, or as amended and associated code of federal regulations published in the Federal Register as applicable to the EMPLOYER directly or indirectly as recipients of contracted funds from the State of Missouri.
- The WORKSITE EMPLOYER will perform its duties in accordance with the regulations, procedures and standards promulgated there under, as well as any subsequent legislation, regulations, procedures and standards enacted in substitution or in addition thereto.
- **RELATIONSHIP OF PARTIES:** The WORKSITE EMPLOYER does not become the agent of the AGENCY for any purpose pursuant to this contract and will make no representation of any such agency. In agreeing to employ and provide training for participant, the WORKSITE EMPLOYER understands that this does not make the participant an employee or agent of the AGENCY.
- **TERMINATION OF AGREEMENT:** The performance of work under this agreement may be terminated by the AGENCY when, for any reason, it is determined that such termination is in the best interest of the program. Termination may also occur with it has been determined that the WORKSITE EMPLOYER has failed to provide any of the training specified or failed to comply with any of the other provisions contained in the agreement.
- **AVAILABILITY OF FUNDS:** This contract is predicated on the continuing availability of funds from the AGENCY and the Office of Workforce Development.

Acknowledgement: I have received the above information:

Employer's Initials: _____ Date: _____

STLCOWD
Active Date: 02/09/2026
Effective Date: 02/09/2026

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ATTACHMENT B – TRAINING PLAN



Missouri Department of Higher Education and Workforce Development
 Office of Workforce Development
WIOA Title I Work Experience Training Plan

PARTICIPANT INFORMATION		
PARTICIPANT NAME	PARTICIPANT CONTACT #	STATE ID
WORK EXPERIENCE OCCUPATION	START DATE	PROJECTED END DATE
PLANNED WORK SCHEDULED	TOTAL HOURS PER WEEK	HOURLY WAGE
PARENT OR GUARDIAN NAME AND CONTACT INFORMATION (IF APPLICABLE)		
WORKSITE INFORMATION		
EMPLOYER NAME	EMPLOYER CONTACT NAME	EMPLOYER CONTACT #
WORKSITE ADDRESS, CITY, STATE, ZIP		FEN
TRAINING PLAN		

Participant Signature/Date

**Employer or Authorized Representative
 Signature/Date**

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