

# NC DIVISION OF SERVICES FOR THE BLIND POLICIES AND PROCEDURES VOCATIONAL REHABILITATION

---

**Section:** W  
**Title:** Work Experience  
**Current Effective Date:** 04/12  
**Revision History:** Revised 01/02; 02/08; 06/09; 08/09; 03/10; 11/11

---

Multiple types of Work Experiences can be applied to an array of vocational situations for DSB eligible individuals, ranging from determination of eligibility or ineligibility for vocational rehabilitation (VR) services, determination of the nature and scope of vocational rehabilitation services needed by a person with a disability, and provision of multiple training opportunities such as On-the-Job (OJT) Training, internships, and unpaid work experiences. The purpose of this policy is to guide the implementation of the experiences and to ensure policy coordinates with the functions of our business partners, and to ensure business partners work with us within the parameters and laws administered by the United States Department of Labor (USDOL) under the Fair Labor and Standards Act (FLSA) as well as within the parameters of North Carolina Employment Law. DSB Work Experiences are categorized as follows:

**ON THE JOB TRAINING-STANDARD  
OJT-WRAP (WAGE REIMBURSEMENT FOR ADVANCE PLACEMENT)  
INTERNSHIP  
ON THE JOB TRAINING-STUDENTS (14-24 YEAR OLD STUDENTS)  
WORK EXPERIENCES WITHOUT PAY**

## **ON THE JOB TRAINING-STANDARD**

Standard OJT Agreements can be entered into and approved in the field.

OJT means training by an employer in the private or public sector given to a participant who, after objective assessment, has been referred to and hired by the employer following the development of an agreement with the employer to provide occupational training in exchange for reimbursement of the employer's extraordinary costs. OJT occurs while the participant is engaged in productive work, which provides knowledge and skills essential to the full and adequate performance of the job.

## Considerations

- a. Training can be provided by a private or public employer.
- b. Participant has had an objective assessment. OJT will be a service incorporated into the Individual's Individual Plan for Employment (IPE) (On-Line DSB-4005b-VR Individual Plan for Employment with instructions).
- c. Participant has been referred for employment, and
- d. Hired by the employer.
- e. Reimbursement can be made to the employer for extraordinary costs associated with training.

- (1.) The hiring of all new employees carries with it a cost associated with training and lower productivity (a "learning curve"). Business managers are fully aware of this. OJT can be provided for extraordinary costs associated with training, and with some of the North Carolina Division of Services for the Blind (DSB) individuals, the "perceived" extraordinary costs associated with training a person with a disability.

OJT does not preclude a participant who has been trained by one employer from ultimately being placed in a comparable training related position with another employer and can be sequenced with or accompanied by other types of training such as classroom training.

## Written Agreement

OJT Agreement (On-Line DSB-4009ojt-VR On-the-Job Training Agreement-Standard with instructions) is required. Because much of the language incorporated into the agreement is required by federal law (USDOL, FLSA, Civil Rights Act of 1964, the Americans with Disabilities Act (ADA) of 1990 etc.) and other required stipulations (wage, agreement duration, benefits, worker's compensation, health and safety, etc) must be included, it should be reviewed carefully by the VR professional, the individual, and the employer prior to signing. Responsibilities of all involved parties are indicated. The employer will be supplied with the OJT Progress Report (DSB-4009-ojt-pr-VR On-the-Job Training Progress Report with instructions) for each billable period.

### Guidelines

#### f. Duration

Time factors associated with OJT are negotiable between the VR professional and the employer. Individual factors must be considered including the present skill level of the individual, employment history of the individual, the complexity of the skills or tasks that must be learned, etc. The duration of OJT should be limited to a period not in excess of that required for the participant to acquire the skills needed for the position and cannot exceed 3 calendar months without the written justification and approval of the area VR supervisor. With the written justification and approval of the area VR supervisor, OJT can be lengthened but cannot exceed 6 calendar months or 1000 hours.

#### g. Time Measurement-OJT

The duration of OJT can be expressed in terms of number of hours, days or weeks the participant is expected to work in the duration period. Consideration should be made for the particular needs of the employer and clarity for case recording purposes. Generally, measurement in hours is preferred.

#### h. Reimbursement-OJT

Reimbursement rates, like duration, are negotiable. OJT training payments to employers are deemed to be in compensation for the extraordinary costs associated with training the participant and in compensation for costs associated with the lower productivity of the participant.

- (1.) Payments to employers shall not average more than 50 percent of the wages paid to the participant.
- (2.) Employers are not required to document such extraordinary costs or lower productivity.
- (3.) Payments to employers may be based on scheduled raises or regular pay increases.
- (4.) Payments cannot be based on overtime, shift differential, premium pay and other non-regular wages paid by the employer to participants.
- (5.) Payments cannot be based upon periods of illness, holidays, plant downtime or other events in which no training occurs.
- (6.) If classroom training is required and provided by the employer to equip the participant with education and knowledge necessary to the occupation, it can be reimbursed. If classroom training is required by the employer and provided by a third-party, it may be separately reimbursed (i.e., paid instructors not employees of the employer, training materials, training supplies, etc.).
- (7.) All reimbursements will be made by direct deposit to the employer partner.

## ON THE JOB TRAINING- WRAP (WAGE REIMBURSEMENT FOR ADVANCED PLACEMENT)

OJT-WRAP agreements must have state office approval prior to the beginning of training.

The Standard OJT program provide for wage reimbursement of up to and including 50% to the employer for extraordinary costs associated with training. The OJT-WRAP provides a greater wage incentive to employers who hire job candidates for positions requiring increased skill level, those jobs with greater complexity, or those with a more limited pool of qualified candidates from which to hire. In turn, these jobs will result in higher starting wages, availability of employment benefits and more opportunity for career advancement. Like the standard OJT, it involves training by any employer in the private or public sector for a participant who, after objective assessment, is referred to and hired by the employer. During the hiring process, a written agreement with the employer is developed to provide occupational training in exchange for reimbursement of a portion of wages paid the employee. OJT-WRAP occurs while the participant, regardless of current skill level, academic or vocational training, is engaged in productive work, which provides increased knowledge and skills essential to successful job performance.

### Considerations

- a. Training can be provided by a private or public employer.
- b. Participant has had an objective assessment which results in the determination that OJT WRAP will be a service incorporated into the individual's Individual Plan for Employment.
- c. Participant has been referred for employment.
- d. Hired by the employer, and
- e. Position offers benefits to the employee all other existing employees with the same waiting periods
- f. Reimbursement can be made to the employer for training on a tiered scale.
  - (1.) For jobs with a starting wage of at least \$12 per hour with benefits, reimbursement of 75% of wages paid to the employee will be made to the employer.
  - (2.) For jobs with a starting wage of at least \$25 per hour with benefits, reimbursement of 90% of wages paid to the employee will be made to the employer.

OJT-WRAP does not preclude a participant who has been trained by one employer from ultimately being placed in a comparable training related position with another employer and can be sequenced with or accompanied by other types of training such as classroom training.

### Written Agreement

The agreed time frame for the training and amount of wage reimbursement will be recorded on the OJT Wage Reimbursement for Advanced Placement (DSB-4009ojt-wrao-VR On-the-Job Training Wage Reimbursement for Advanced Placement with instructions). It must be signed by the employer/trainer, the individual, and the DSB representative. This agreement must then be sent to the state office prior to the date of hire for approval.

### Guidelines

- a. Duration

OJT-WRAP cannot exceed six (6) calendar months or 1,000 hours whichever occurs first. Time factors associated with OJT-WRAP are negotiable between the VR professional and the employer. Individual factors must be considered including the present skill level of the individual, employment history of the individual, the complexity of the skills or tasks that must be learned, etc.

b. Time Measurement-OJT-WRAP

The duration of OJT-WRAP can be expressed in terms of number of hours, days or weeks the participant is expected to work in the duration period. Consideration should be made for the particular needs of the employer and clarity for case recording purposes. Measurement based on hours is recommended for clarity of case recording.

c. Reimbursement-OJT-WRAP

OJT-WRAP will be either 75% or 90% of wages paid to the employee for the identified duration period based on the wage at hire.

- (1.) Employers are not required to document any extraordinary costs or lower productivity associated with the OJT-WRAP.
- (2.) Payments to employers may be based on scheduled raises or regular pay increases normally available to other employees.
- (3.) Payments cannot be based upon periods of illness, holidays, plant downtime or other events in which no training occurs.
- (4.) If classroom training is required and provided by the employer to equip the participant with additional education and knowledge necessary to the occupation, it can be reimbursed. If classroom training is required by the employer and provided by a third-party, it may be separately reimbursed (i.e., paid instructors not employees of the employer, training materials, training supplies, etc.).
- (5.) All reimbursements will be made by direct deposit to the business partner.

## **INTERNSHIP**

Internship Agreements must have state office approval before the beginning of the internship period.

### Considerations

Internship agreements can be entered with organizations for eligible individuals to provide them with experience, exposure and reference building opportunities for career establishment and future advancement. They can be entered with organizations in the public or private sector. Similar guidelines as the job training agreements are used, but with some marked exception include:

- (1.) Internships cannot exceed six (6) calendar months or 1,000 hours whichever occurs first. Time factors associated with Internship are negotiable between the VR professional. The time factors may be extended with consultation and approval of the chief of rehabilitation field services.
- (2.) For Internship, DSB will reimburse the business for actual wages paid to the individual up to and including 100%, but cannot exceed total reimbursement of \$10,000. Reimbursement can include direct costs the business encumbers related to the

internship (i.e. /federal Insurance Contributions Act tax (FICA) and Medicare taxes). To determine the total amount to be reimbursed, staff will multiply the hourly wage paid by 1.0765 (2011) and round to the nearest cent. (for example, if the hourly wage paid to the job candidates is \$8.50, the business can be reimbursed \$9.15 per hour.

Only actual participation hours working in the internship will be reimbursed. Any paid time off associated with business practices (holidays, leave days, etc) will not be reimbursed and should not be included in planned hours for the internship. Since internship is intended for experience, exposure and relationship-building, the requirement for permanent employment is not required.

- (3.) Internship can be applied only for those VR individuals who have completed a post-secondary (associate, certificate, specialized technical skill training), baccalaureate, or post baccalaureate course of study. (Note: While these academic criteria are specific to internship, the standard OJT can apply to most any VR individual and the OJT-WRAP can apply to most any VR individual whose training pays at least \$12 per hour.)
- (4.) Internship cannot be applied to work activities that are part of an academic study requirement for which credit hours are or will be received (i.e. "practicum")
- (5.) Internship agreements must be approved in the state office prior to the start of the training.

#### Written Agreement

The OJT agreement for internships (DSB-4009ojt-i-VR On-the-Job Training Agreement for Internships) must be completed prior to the beginning date of employment. It must be signed by the business partner, the intern, and the DSB representative. It then must have state office prior to the beginning of the internship. The employer will be provided the progress report (DSB-4009-ojt-pr-VR) for each billable period.

#### Guidelines

Other than the Internship-specific exceptions indicated above, all requirements identified in the on-the-job training agreements must be met.

- a. Activities will be associated with positions that have career advancement potential, and be directly related to the IPE or IEP vocational goal and academic vocational or technical training.
- b. Agreements will include a formal, written program of structured job training that will provide the participant with an orderly combination of work activities in general employment competencies, and occupational specific skills enhancement and provide for experience, exposure and reference building opportunities for the VR individual.
- c. Like OJTs, regular progress reports will be required for the VR profession to complete with the business and scheduled to coincide with the schedule of the wage reimbursements.
- d. Reimbursement requests will be billed on the progress reports, and paid by direct deposit to the business on a schedule most conducive to the operations of the business (weekly, bi-weekly, monthly, etc.)
- e. Youth Employment Labor Law

As with OJT for Youth, Federal and State Youth Employment Law must be observed in all cases of internship for VR individuals if the person is less than 18 years of age. Many employers might be less

than familiar with some of the details of the law and the VR representative must ensure there is full understanding of it. North Carolina Youth Employment Law has requirements and restrictions beyond those provided by federal law and should be reviewed by the VR professional prior to entering the agreement with a business (see OJT and YOUTH).

## **ON THE JOB TRAINING FOR STUDENTS (14-24 YEARS OLD STUDENTS)**

OJT-Students must have state office approval before the beginning of the internship period.

OJT agreements for students can be entered with organizations in the public and private sector with the same guidelines as the standard OJT. On the Job Training regulations indicates that “OJT agreements shall not be entered into with employers which have exhibited a pattern of failing to provide continued long-term employment.” (US Department of Labor) However, “This prohibition does not apply to OJT agreements for youth in the program ... who are returning to school.” The stipulation in the standard OJT, “... the employer will provide regular employment for the individual upon completion...” is not incorporated into OJT for students. OJT for student agreements can be entered for DSB individuals who are returning to school and are between the ages of 14 and 24. For individuals less than 18 years of age, careful review of North Carolina Youth Employment Law is mandatory (GS95-25.5).

### **Guidelines**

- a. With the exception of “continued, long-term employment,” all requirements identified in the standard “OJT,” must be met.
- b. Activities will be associated with positions that have career advancement potential, and
- c. “Include a formal, written program of structured job training that will provide the participant with an orderly combination of instruction in work maturity skills, general employment competencies, and occupational specific skills.”
- d. OJT-students cannot be applied to work activities that are part of an academic study requirement for which credit hours are or will be received.
- e. OJT-student agreements must be approved in the state office prior to the start of the training.

### **Youth Employment Labor Law**

Federal and State Youth Employment Law must be observed in all cases of OJT for students for all individuals less than 18 years of age. Many employers might be less than familiar with some of the details of the law and the VR representative must ensure there is full understanding of it. North Carolina Youth Employment Law has requirements and restrictions beyond those provided by federal law including:

- a. Youth under 18 years of age must have a Youth Employment Certificate (YEC) approved by the county director of social services or approved designee. Certificate and approval can also be requested online at [http://nclabor.com/wh/youth\\_instructions.htm](http://nclabor.com/wh/youth_instructions.htm)
- b. During the regular term, no youth under 18 years of age who is enrolled in school in grade 12 or lower can be employed between 11:00 pm and 5:00 am when there is school for the youth the next day. This restriction does not apply to youth 16 and 17 years of age if the employer received written approval from the youth’s parent or guardian and from the youth’s principal or the principal’s designee.

- c. Youth cannot be employed by an employer in any occupation which the U.S. Department of Labor declares to be hazardous and without exemption in the FLSA, or any occupation which the NC Commissioner of Labor finds to be detrimental to the health and well being of youth.
- d. c. Youths 14 or 15 years of age can be employed in any non-manufacturing, non-mining, non-hazardous jobs provided they work no more than:
  - (1.) 3 hours on a school day;
  - (2.) 8 hours on a non school day;
  - (3.) 40 hours in any one week when school is not in session; or
  - (4.) 18 hours in any one week when school is in session; Also, they can work
  - (5.) between the hours of 7:00 am and 7:00 pm extended to 9:00 pm during the summer or when school is not in session;
  - (6.) outside school hours. (Enrollees in high school apprenticeships or work experience and career exploration programs as defined by FLSA may work up to 23 hours in any one week when school is in session, any portion of which can be during school hours.); and
  - (7.) must have at least 30 minutes of rest if working more than 5 consecutive hours if under the age of 16.

#### Written Agreement

A Modified On-the-Job Training Agreement (On-Line DSB 4009ojt-m-VR Modified On-the-Job Training Agreement with instructions) is required between the agency and the employer. It is modified for application to the employment of youths and students, deleting reference to regular employment at the end of the training period.

#### **WORK EXPERINECES WITHOUT PAY**

The US Department of Labor, Fair Labor Standards Administration (FLSA) governs the payment of workers on the job. When an employee performs "work" for an employer the FLSA says that an "employment relationship" exists and the employer must comply with DOL Wage & Hour Division guidelines and must pay workers accordingly.

Whether trainees or students are employees of an employer under the FLSA will depend upon all of the circumstances surrounding their activities on the premises of the employer. If all of the following criteria apply, the trainees or students are not employees within the meaning of the Act,

<http://www.dol.gov/elaws/esa/flsa/scope/er15.asp>

1. The training, even though it includes actual operation of the facilities of the employer, is similar to that which would be given in a vocational school;
2. The training is for the benefit of the trainees or students;
3. The trainees or students do not displace regular employees, but work under close supervision;
4. The employer that provides the training receives no immediate advantage from the activities of the trainees or students and, on occasion, his operations may even be impeded;
5. The trainees or students are not necessarily entitled to a job at the conclusion of the training period; and
6. The employer and the trainees or students understand that the trainees or students are not entitled to wages for the time spent in training.

While "work" without pay is not allowed under FLSA, work experiences (exploration, work assessment and work adjustment/training) for a student or trainee, at an employer site, as part of a structured and controlled Individual Plan for Employment (IPE) or Individual Educational Plan (IEP), can now be accomplished in what DOL calls "private commercial operations." Such pre-hire opportunities permit a DSB VR individual to participate in job site work experiences without the payment of wages; these work situations can be established in the absence of an "employment relationship." All work experiences must be part of the IPE or IEP with case record documentation of what goals or objectives are desired from the experience.

## Guidelines

Where ALL of the following criteria are met, the USDOL will NOT assert an employment relationship for purposes of the FLSA.

- a. Participation will be permitted for vocational exploration, assessment or adjustment/training at an employer work site under the general supervision of VR organization personnel.
- b. These pre-hire opportunities will be clearly defined components of an individual rehabilitation programs developed and designed for the benefit of each individual. The needed work experience services will be incorporated into the individual IPE or IEP and a statement of needed services and motive for the services established for the exploration, assessment or adjustment/training components will be included in the individual's case record.
- c. Information contained in the IPE or IEP will not have to be made available to DOL. However, documentation as to the individual's participation in pre-hire opportunities will be made available to DOL on request. The individual and, when appropriate, the parent or guardian of each individual, should be fully informed of the IPE or IEP and the incorporated pre-hire opportunity and have indicated voluntary participation with the understanding that participation in such a component does not indicate the establishment of an employment relationship nor does it entitle the participant to wages or regular employment at the end of the training period.
- d. The activities of individuals at a pre-hire employer site should not result in an immediate advantage to the business. DOL may look at several factors here.
  - (1.) There has been no displacement of employees. Vacant positions have not been filled by these individuals. Employees have not been relieved of assigned duties and the individuals are not performing services that, although not ordinarily performed by employees, clearly are of benefit to the business.
  - (2.) The individuals are under continued and direct supervision by either a representative of the VR entity or by employees of the business.
  - (3.) Such pre-hire placements are made according to the requirements of the individual's IPE or IEP and not to meet the labor needs of the business.
  - (4.) The periods of time spent by the individuals at any one site or in any clearly distinguishable job classification are specifically limited by the IPE, IEP and/or the written work experience agreement.

An employment relationship will exist unless all of the criteria described in the guidelines above are met. If an "employment relationship" is found to exist, the business will be held responsible for full compliance with the applicable sections of FLSA, including those relating to child labor.

Businesses and VR organizations may, at any time, consider participants to be employees and may structure the program so that the participants are compensated in accordance with the requirements of



FLSA. Whenever an employment relationship is established, the business may make use of the special minimum wage provisions provided pursuant to Wage and Hour Guidelines established in the FLSA.

### **Vocational Experiences - Exploration, Assessment, Adjustment/Training**

While the existence of an employment relationship will not be determined exclusively on the basis of the number of hours, as a general rule, each component will not exceed the following limitations:

- **Vocational Exploration 5 hours (or less) per job experience**
- **Vocational Assessment 90 hours (or less) per job experience**
- **Vocational Training 120 hours (or less) per job experience**

#### Stipulations

Stipulations directly related to the implementation of work experiences from the USDOL Wage and Hour Division follow:

- (1.) The time limits are by the job-type, not the job site.
- (2.) If individuals exceeds the allowable time at the job site, they must be paid comparable wages for the job for the time that exceeds the limit.
- (3.) The maximum allowable hours in each category does not need to be utilized. Shorter periods are allowable. In fact, the IPE should only plan for the time needed for the individual to either be assessed or acquire the proficiency.
- (4.) It is critical to remember that individual(s) cannot already have the skills and abilities needed for the job that they explore or for which they are being assessed or trained.
- (5.) Individuals are not entitled to employment at the business at the conclusion of these pre-hire opportunities. However, if an individual becomes an employee, the person cannot be considered a trainee at that particular job site unless in a clearly distinguishable occupation.

#### Worker's Compensation

For any unpaid work experience, the agency will provide Worker's Compensation Insurance Coverage. The VR professional must request coverage from the agency's business services director by using the Request Form (On-Line DSB-4009wcc-a-VR Request for Worker's Compensation Coverage with instructions) and submit to the state office prior to the beginning of the experience.

#### Stipend – Maintenance

For any unpaid work experience, the agency will encumber a stipend paid to the participating individual from case service funds. The service code G09 will be used if the individual has been accepted for VR Services. If the individual has not yet been accepted for services, the stipend for the work experience will be coded A04. The stipend will be:

1. \$20 per day for each day the individual worked in an experience of less than 4 hours.
2. \$40 per day for each day the individual participated in an experience for 4 or more hours.

The stipend is not based on economic eligibility. In addition, Maintenance can be encumbered if it is necessary in order for the individual to participate in a work experience and the stipend does not adequately address those needs. Maintenance is subject to economic eligibility.

## Written Agreement

A written agreement signed by the individual (parent or guardian, as appropriate), business representative and the VR representative is required prior to the start of a work experience (On-Line DSB-4009wop-VR Agreement for Work Experience without Pay with instructions).

## Placement

VR Professionals within the DSB have identified individuals that: (1) although skilled and motivated, have limited access to the competitive employment in the labor market due to employer barriers; or (2) are individuals who are unskilled, and although motivated, have restricted access to the labor market. This limited access can be due to lack of skills or employer barriers or a combination of both.

Also, it has been determined, that these individuals comprise the largest population of individuals served when categorized by the individual's access to the labor market. Therefore, specific strategies have been developed to help these individuals overcome the limited or restricted access and enter the labor market. DSB has determined that the agency must move away from the traditional, linear, developmental model of VR services, and move toward a marketing approach focusing on employment. Strategies include relationship building with multiple employers and doing job development in the hidden labor market.

## Guidelines

- (1.) Work Experience for placement can be utilized at any time the VR professional identifies hesitancy on the part of the employer who is all but ready to make a hiring decision. It will be best utilized when an employer has reframed hiring expectations from the "ideal" to the "viable." Generally, it is the VR utilizing negotiation skills to address that hesitancy;
- (2.) No employment relationship exists;
- (3.) No wages are paid;
- (4.) Duration should be very limited; 39 hours or less;
- (5.) Request for Workers' Compensation coverage (On-Line DSB-4009wcc-a-VR with instructions Request for Worker's Compensation Coverage with instructions) will be submitted to the state office prior to the beginning of the experience. Stipend will be paid regardless of economic eligibility. Maintenance can be encumbered if needed and if individual is economically eligible
- (6.) Written Agreement required (On-Line DSB-4009wop-VR Agreement for Work Experience without Pay with instructions). For purposes of work experiences for placement, use "Assessment".

## Job Shadowing

Job Shadowing can be a most beneficial tool for the individual as well as the employer. It offers the individual the opportunity to observe others working in various occupations, assists with vocational exploration, and gives those new to the labor market a first taste of the world of work. Shadowing can

also be a reinforcer of the relationship built or being built between the VR professional and the employer, however

- a. No employment relationship exists;
- b. The participant must not participate in any productive work;
- c. No wages can be paid. No stipend paid (participant maintenance is acceptable, if needed and the individual is economically eligible);
- d. No work is to be performed. Workers' Compensation does not apply.

### **Eligibility, Ineligibility Determination, Nature and Scope of Services**

The Federal Regulations are specific on the use of Trial Work Experiences (TWE) for Assessment of eligibility and for ineligibility. With "presumption of eligibility (presumed eligible)," more emphasis is given to its use for ineligibility than for eligibility. TWEs can be used as an assessment tool to assist in the development of the IPE or IEP and can be with or without pay although more often without pay. As with all work experiences, federal and state labor laws apply.

#### **a. Trial Work Experience (TWE) – Eligibility or Ineligibility**

To the extent existing data VR counselor observations, education records, information from the individual, medical information, etc.) do not describe the current functioning of the individual or are unavailable, insufficient or inappropriate to make an eligibility determination, an assessment of additional data resulting from the provision of services, including TWE are necessary to determine eligibility.

The regulations specifically note that prior to any determination that an individual with a disability is incapable of benefiting from services in terms of employment outcome because of the severity of disability, a full assessment is required. Requirements include:

- (1.) An exploration of the individual's abilities, capabilities and capacity to perform in realistic work situations to determine whether or not there is "clear and convincing evidence" to support determination of ineligibility;
- (2.) A written plan is required to assess the individual's capacities to perform in the work situations;
- (3.) TWE is to be provided in the most integrated setting (integrated work setting) possible, consistent with Informed Choice (informed choice) and needs of the individual, including Supported Employment (SE) (SES), OJT and other work experiences using realistic work settings.

#### **b. Trail Work Experiences - To Determine the Nature and Scope of Services**

The Federal Regulations indicate that timeliness and promptness of the IPE development are primary concern. These regulations indicate that to the extent possible, the employment outcome and nature and Scope of required VR Services should be determined based on the data used for assessment of eligibility (which could have included TWE). However, these regulations also note that if additional data are necessary to determine employment outcome and nature and scope of required VR services, a comprehensive assessment is warranted. That assessment must be in the most integrated possible setting consistent with the individual's informed choice.

To the degree needed, a comprehensive assessment, including use of "...work in real job situations to assess and develop the capacities of the individual to perform adequately in a work environment..." can be completed. Accordingly, the TWE for determination of employment outcome, or the nature and Scope of VR Services needed, can utilize paid or unpaid work experiences. These experiences can include unpaid work experiences, Supported Employment, OJT, or other work experiences.