

North Central Workforce Development Area

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LOCAL DIRECTIVE

Directive #: <u>14-123 REV 1</u> Date: <u>February 1, 2019</u>
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TO: SkillSource Staff and Service Providers

FROM: Dave Petersen, Executive Director

SUBJECT: Adult Work Experience and Internship

SUPERCEDES: Directive #14-123

Adult work experience is a short-term or part-time training assignment at public, private nonprofit and private for profit worksites.

Work experience is designed to promote the development of good work habits and basic work skills. Additionally, hosting businesses or agencies agree to provide structured opportunities for participants to gain meaningful exposure to a work environment through observation and hands-on experience.

Internships provide participants with occupational skills training for an existing position with a private, public or non-profit business. This activity is appropriate for individuals who have demonstrated pre-employment skills competencies and are ready for occupational training.

WORK EXPERIENCE

Suitability and Determining Need for Work Experience

SkillSource prioritizes applicants for work experience. A participant's need for work experience is determined through objective and ongoing assessment. Need is determined by the following:

1. Completion of Career Planning Workshop, or (if not available) other career exploration assessments such as WOIS, Workforce Explorer, etc. sufficient to determine aptitude and interest in the selected career field.
2. Participant has interest in particular career field but needs exposure to that field; **and**
3. Participant may lack work readiness and/or exposure to their chosen career path.

Work Readiness: If a participant has established Work Readiness using the following objective measure, Work Experience may not be delivered. Internship or On-the-Job Training is a more appropriate activity for those who have demonstrated Work Readiness

Work Readiness Assessment: Check boxes that apply to the participant regarding their work history. Total the number of checked boxes. Two or more checks presumes the participant has established Work Readiness.

Check all that apply:

	Work History shows long term employment (has held a job for at least one year w/in the last 3 years)
	Has not been fired from at least one job w/in last 3 years
	Has one written reference from last (most recent) job
	Total Number of checks: (2 or more checks presumes participant has demonstrated Work Readiness)

Special Conditions

The participant should have identified particular career areas for investigation through pre-employment skills training. Supportive services for special clothing and safety gear may be provided if required by the business.

Wage

Work Experience participants receive minimum wage.

WEX PROCEDURES

During objective assessment and on-going assessment, the need for work experience should be documented and provided for in the IEP. A site is found and the participant interviews for the position.

Host Business - A **Work Experience Agreement** and **Training Plan/Job Description** are completed with the business. Business owner/supervisor is given an orientation on the goals and objectives of SkillSource and the work experience.

Participant - **Participant Handbook** is reviewed and given. **W-4** form completed.

Host Business/Participant - Payroll procedures and time sheets are explained and scheduled. Supervisory evaluations for work maturity are explained. The Work Experiences Agreement is signed by supervisor, participant, and trainer.

Trainer - collects Work Experience Agreement, training plan/job description, W-4/payroll enrollment form and I-9 forms, and personnel policies; complete status change and submit for administrative review.

On-Going Assessment

Work readiness skills can be assessed through the use of work maturity evaluations during the work experience. Other opportunities for assessment include time sheet evaluations, progress in learning job specific skills identified in the training plan or job description and work site visits. All assessment information becomes a part of the participants IEP and should be noted in the continuing section of the IEP.

Expected Outcomes

Competency in career decision making, some job specific skills, and documentation of work maturity gains are expected. Complete career decision making.

Next Step

After completing work experience, enrollment in vocational training or on-the-job training may occur.

INTERNSHIP

Suitability and Determining Need

Internships provide participants with occupational skills training for an existing position with a private, public or non-profit business. Internships are to be developed for positions that are related to the trainee’s occupational career goals. This activity is appropriate for individuals who have demonstrated pre-employment skills and work readiness and are ready for occupational training.

This activity can also be used with basic skills training activities. Occupational training objectives are developed with the training site through a position analysis by SkillSource and the site supervisor.

A participant's need for an internship is determined through objective assessment and on-going assessment. Need is determined by the following:

- 1. Has no private sector job experience in the occupation in which training will be provided; **and**
- 2. Has not completed skills training in the occupation in which training will be provided; **and**
- 3. Participant has previously attained work readiness and pre-employment skills

Work Readiness: If a participant has established Work Readiness using the following objective measure, Internship or On-the-Job Training is an appropriate activity.

Assessment:

Check boxes that apply to the participant regarding their work history. Total the number of checked boxes. Two or more checks presumes the participant has established Work Readiness.

Check all that apply:

	Work History shows long term employment (has held a job for at least one year w/in the last 3 years)
	Has not been fired from at least one job w/in last 3 years
	Has one written reference from last (most recent) job
	Total Number of checks: (2 or more checks presumes participant has demonstrated Work Readiness)

Wage

Internship participants receive training wages equivalent to the Business’s entry level wage for the specific position the participant is training in.

INTERNSHIP PROCEDURES

During objective assessment and on-going assessment, the need for internship should be documented and provided for in the Employment Plan. A Business is identified and the participant interviews for the position. An **Internship Agreement** is completed clearly outlining the responsibilities of the host business, SkillSource and the participant. A Skilldex task analysis is developed with the host business identifying occupational skills to be learned and other criteria relating to workplace competency.

Host Business - A **Internship Agreement** and **Skilldex Task Analysis** are completed with the business. Business owner/supervisor is given orientation to goals and objectives of SkillSource and the internship.

Participant - **Participant Handbook** is reviewed. **W-4** and **I-9** forms completed.

Host Business/Participant - Payroll procedures and time sheets are explained and scheduled and Employee Progress Reports are explained. The Internship Agreement is reviewed and signed by business representative, participant, and Trainer.

Trainer - Completes Internship agreement, Task Analysis, W-4 and I-9 forms, personnel policies; complete status change using MIS activity code and submit for administrative review.

On-Going Assessment

Occupational skills are assessed every month.

Expected Outcomes

Competency in job specific/occupational skills commensurate with training hours is expected. There may be insufficient training hours to attain entry level skills or a job specific skills competency. Placement at customary entry level rate upon successful completion of internship hours and assigned training plan is anticipated.

Next Steps

Upon completion of internship, unsubsidized employment, basic skills training, on-the-job training may occur.

WORKSITE DEVELOPMENT AND TRAINING GUIDELINES

Duration

Participation in work experience or internship shall be for a reasonable length of time, based on the needs of the participant. The duration shall be recorded in the participant's IEP. Participants may have several work experiences or internships, but the total hours may not exceed 500 hours.

Basic Skills/Other Classroom Training

Individuals who do not have a high school diploma, GED or demonstrate low basic skills are strongly encouraged to attend basic skills instruction.

Worksite Development

Work sites will be developed according to the employment competency needs of the applicants and time frames of the activity. The goal of worksite development is to match the occupational interests of the applicant and the position at the training site. When developing a potential training site, the agency must complete the Training Plan or Job Description form.

1. If the worksite has had prior participants, what was the quality of the training that the worksite provided?
2. Is adequate supervision provided?
3. Will the site provide good work maturity skills and/or occupational skills development?
4. Are there sufficient tools and equipment?
5. Will the site be safe and sanitary?
6. Will there be sufficient work to keep the participants busy?
7. Will participant displace any regular employees, laid-off workers or terminated employees?
8. Will the participant infringe on any promotional opportunities of any regular employees?
9. Will the participant be involved in any political activities during working hours?
10. Will the participant be involved in the construction, operation, or maintenance of a facility used or to be used for sectarian instruction or as a place of religious worship?

Training Plan/ Job Description

Work Experience

A list of at least 10 tasks to be learned during the work experience is developed in coordination with the worksite. A variety of sources can be utilized including: existing employer job descriptions, O*NET or SkillSource Training Outlines, etc. The task list is included as an attachment to the Work Experience Agreement.

Internship

A task analysis is developed with the host business using the Skilldex to identify occupational skills to be learned and other criteria relating to workplace competency.

Maximum length of training for SkillSource-paid hours is determined after skill gap adjustment and budget considerations.

SkillSource pays a training wage equivalent to the employer's entry level wage for the specific training position. Upon successful completion of this activity, the employer agrees to hire the participant for at least 50% of the SkillSource paid internship hours, provided the intern satisfactorily completes the training, and subject to continued satisfactory job performance.

For example, a clerical internship of 700 hours less 30% for previous experience = 490 hours maximum possible SkillSource paid hours of internship with business retaining the participant for 245 hours (50% of 490) after satisfactory completion of internship.

Training Site Orientation

Orientation is a process by which participants are introduced to the goals and objectives of the training as well as a time in which participants are provided information about the expectations for performance. The orientation function is the responsibility of the Trainer. This orientation is extremely important because it provides a sound foundation for program participation and generally reduces problems at worksites.

The orientation usually takes place at the time of enrollment. The content of the orientation for work experience participants follows the material that is provided in the Participant manual.

The content of the participant orientation includes the purposes of SkillSource; participant goals and responsibilities; agency responsibilities; trainer responsibilities; guidelines for program length; guidelines for compensation; the training agreement; information on participant work regulations; the Complaint and Hearing Procedures and the Training Agreement.

Training Agreement

All worksite supervisors will receive orientations. During the supervisor orientations, Trainers will outline the supervisor's responsibilities including: monitoring, training, safety, sanitation, on-going supervision, procedures concerning time sheets, pay and problem solving. The responsibilities concerning training and safety should include: teaching participants about the importance of getting to work on time, working the full scheduled hours, relating and working well with fellow employees, using tools properly and safely and performing specific job duties.

Supervisors need to be on the site to answer questions and give needed assistance, work with the participant to complete time sheets correctly and mailed on time, understand the procedure of receiving paychecks, work through any problems that arise concerning promptness, attitude, appearance and job performance. If the problems cannot be solved by the supervisor and participant, the trainer will meet with the supervisor and participant to resolve. Explain it is the supervisor's responsibility to keep the trainer informed in a timely manner of any problems that arise and promptly notify the trainer if a participant leaves the program for any reason.

Supervisors and trainees will receive a SkillSource orientation and handbook on or prior to the first day of training. The following information will be covered:

1. The goals, purposes and activities of the training.
2. The responsibilities of the worksite, the supervisor, the participant, and the Trainer.
3. Civil Rights statement for participant.
4. A Grievance Procedure for participants.
5. Participant benefits.
6. The importance of providing the training that is specified in the participant's job description.
7. Payroll and administrative procedures.
8. A copy of the Training Agreement

Monitoring

Monitoring will be performed on a daily basis by the worksite supervisors and trainers will make on-site visits at least once per month. Worksite supervisors will be expected to immediately report any worksite deficiencies to the trainer. All serious deficiencies will require a prompt visit by a Trainer.

PARTICIPANT BENEFITS

Payroll

Payroll is paid twice each month. Work Experience participants receive minimum wage. Internship participants receive training wages equivalent to the employer's entry level wage for the specific position the intern is trying out. The participant and supervisor must both sign time sheets. If time sheets arrive late or are not signed, the participant's paycheck will be delayed. The hours marked on the time sheet must reflect actual hours worked. It is the participant's responsibility to submit their time

sheet on time. Participants may not work overtime. Participants may not work more hours per week than were assigned by their trainer. Any overtime hours may be the responsibility of the worksite.

Sick Leave and Time Off

Participants are not paid for sick time or holiday pay. Participants should notify the supervisor if they are sick. Exceptions may be made for participants in special grant programs ie: SCSEP which allows for such benefits.

It is acceptable for participants to miss work for educational or vocationally related activities such as school registration, workshops sponsored by SkillSource, or vocational observations, or interviews with prospective employers or the military.

Accident Insurance

Work experience participants are covered under Washington State Industrial Insurance. All accidents should be reported to the immediate supervisor and trainer. If medical attention is needed, the supervisor will assist the participant in getting this aid. The doctor's office will have the necessary accident report forms for claiming Industrial Insurance. Do not complete the employer section of claim and mail to SkillSource immediately. Please report all accidents promptly.

TRAINING AGREEMENT

- Work Experience
 Internship

The purpose of this agreement is to provide the trainee with an opportunity for career exploration and/or skill development. The parties entering into this agreement are:

_____, hereinafter referred to as,
Business

_____, hereinafter referred to as Trainee,
and SkillSource.

This agreement begins _____ and ends _____ or after _____ hours worked,
whichever comes first.

A. Business agrees to:

1. Teach Trainee assigned training tasks (Attachment C Training Plan).
2. Evaluate Trainee's competence performing assigned tasks (Attachment C Training Plan).
3. Provide sufficient equipment and materials to perform assigned tasks. Provide enough work to occupy all Trainees during working hours.
4. Familiarize Trainee with business location, co-workers, dress standards and safe working practices.
5. Schedule Trainee work hours to avoid conflict with school or classroom training. Release Trainee for other training as requested by SkillSource. Trainee may not work more than 40 hours per week (Saturday through Friday).
6. Notify SkillSource within eight hours concerning a Trainee accident or injury.
7. Monitor work attendance including timesheet due date and signatures. Late timesheets will delay Trainee's paycheck.
8. Report only actual hours worked and delegate timesheet approval to another supervisor if Trainee's regular supervisor is absent and/or not available to sign.
9. Allow Trainee unpaid leave for State holidays. No overtime, holiday or sick pay allowed. Payment for hours worked in excess of these limits will be the sole responsibility of the worksite.
10. Give Trainee a ½ hour unpaid lunch break when working more than five hours. Trainees must be allowed appropriate breaks.
11. Notify SkillSource Trainer if Trainee is habitually absent.
12. Comply with Attachment A Employer Assurances, Attachment B General Conditions and Supervisors Manual.
13. Employ Trainee at least _____ hours after completion of internship. (Internship only)

B. Trainee agrees to:

1. Meet performance objectives assigned by supervisor and trainer.
2. Be to work on time and notify supervisor before shift if late or if you cannot make it to work.
3. Dress and behave according to business standards. Follow instructions and avoid unsafe acts.
4. Not use alcohol or drugs before work. Such behavior will result in termination.
5. Learn assigned tasks to the best of your ability and ask supervisor if unsure how to do a task.
6. Notify your trainer and supervisor at least one week before quitting.
8. Submit timesheet to SkillSource on time. Late timesheets will delay your paycheck.
9. Additional trainee requirements and expectations: _____

C. SkillSource agrees to:

1. Inform supervisor and trainee about guidelines and procedures, including business and trainee rights and responsibilities.
2. Assist trainee and supervisor to resolve any workplace problems.
3. Counsel trainee to resolve personal problems affecting training.
4. Monitor trainee and business periodically to review progress and compliance with this agreement. Review trainee's evaluations, counsel trainee and make worksite adjustments as necessary.
5. Pay trainee \$_____ per hour, social security and industrial insurance for actual hours worked performing assigned training tasks. Trainee will not be paid for absences (sickness or otherwise) or recreational activities.
6. Provide special clothing and safety gear when not normally available from business.
7. Monitor school progress, if applicable.
8. Familiarize supervisor with effective trainee training techniques.
9. Make careful placements to participating businesses.

I understand and accept the responsibilities and conditions of this agreement.

Trainee Signature

Date

Authorized Business Representative

Date

SkillSource Representative

Date

TRAINING AGREEMENT

Attachment A: Assurances

In connection with Work Experience training funded by the Workforce Investment Act (P.L 105-220), Business assures that:

1. Trainee will not replace any laid-off or terminated employees of the Business.
2. Trainee will not be involved in political activities during work hours.
3. Working conditions for the Trainee will be the same as those of similarly employed workers.
4. Trainee will not construct, operate or maintain a facility used or to be used for sectarian instruction or as a place of religious worship.
5. Business will not discriminate against any individual on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or, against any beneficiary of, applicant to, or participant in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act, on the basis of the individual's citizenship status or participation in any WIOA Title I-financially assisted program or activity. The nondiscrimination assurances at 29 CFR Part 38.25 apply to this agreement.
6. Working conditions will not be unsanitary, hazardous or dangerous.
7. Training agreement will not impair existing contract for services or collective bargaining agreements.
8. Trainee is not related to the Business owner's or supervisor's family.
9. Business will take necessary actions to comply with the Department of Labor and Workforce Investment Act regulations and requirements upon written notification from SkillSource of non-compliance with any of the assurances, agreements or conditions of this agreement. Appropriate corrective action shall occur within ten (10) days written notice from the date of mailing.
10. Business will comply with the conditions stipulated in Attachment B General Conditions.
11. Business will adhere to the conditions of the Training Agreement as they pertain to the worksite.
12. Business will provide appropriate Trainee job descriptions, service agreements, evaluations and other records required by SkillSource.

Authorized Business Representative

Date

SkillSource Representative

Date

TRAINING AGREEMENT

Attachment B: General Conditions

RECORD KEEPING:

- Business will keep trainee records including:
- Trainee time and attendance
- Copies of warning letters and other correspondence relating to trainee
- Copy of Training Agreement

COLLECTIVE BARGAINING:

This agreement must not impair existing contracts for services or collective bargaining agreement. If this Training Agreement is inconsistent with an applicable collective bargaining agreement, business shall obtain agent's written approval. Business shall retain written evidence of the notification to, and the concurrence of, the collective bargaining agent.

COMPLAINTS/GRIEVANCES

Complaints arising from this training shall first be informally resolved between the complainant and the respondent. Bona fide Workforce Investment Act complaints shall be processed in accordance with the SkillSource Complaint and Grievance Procedure. SkillSource reserves the right to review any complaint or grievance arising from the terms of this agreement. Business agrees to present any relevant documentation or records to SkillSource upon written request.

MODIFICATIONS:

Amendments to this agreement may be made when there is a:

- Change in the end date and/or total number of hours to be worked by the trainee
- Revision of training plan
- Additional requirements that are imposed on SkillSource
- Amendments must be in writing with signatures or initials on the original agreement.

DISCIPLINARY ACTION:

Prior to suspension or termination of training, business shall notify trainee and SkillSource of unsatisfactory performance. The notification must describe the problem(s), corrective action which must occur, and the consequences if the problem continues.

DISPLACEMENT OF WORKERS:

No currently employed worker may be displaced by a trainee (including partial displacement such as a reduction in the hours of non-overtime work, wages or employment benefits). No trainee shall be assigned or job opening filled when any other individual is on layoff from the same or any substantially equivalent job or when the business has terminated the employment of any regular employee or otherwise reduced its workforce with the intent to host a trainee. Work Experience and Internship positions cannot infringe upon the promotional opportunities of employees.

FEDERAL/STATE LIABILITY:

It is understood that the United States and the State of Washington are not parties hereto and that no legal liability on the part of the Federal or State Government is implied under the terms and conditions of this agreement.

INDEMNIFICATION:

Business shall indemnify, defend and hold harmless SkillSource against any and all claims, liabilities, obligations, losses, costs, charges, expenses, causes of action, suits, demands, judgments and damages of any kind or character whatsoever, including, but not limited to, reasonable attorneys' fees and costs incurred or sustained by SkillSource, arising from the activities of Business, its agents or employees, pursuant to this Agreement or the failure to perform the obligations hereunder, by Business, its agents or employees.

SkillSource shall indemnify, defend and hold harmless Business against any and all claims, liabilities, obligations, losses, costs, charges, expenses, causes of action, suits, demands, judgments and damages of any kind or character whatsoever, including, but not limited to, reasonable attorneys' fees and costs incurred or sustained by Business, arising from the activities of SkillSource, its agents or employees, pursuant to this Agreement or the failure to perform the obligations hereunder by SkillSource, its agents or employees.

Work Experience Worksheet

Trainee _____ Job Title _____ Trainer _____

Work Site _____ Phone _____

Worksite Address _____

Trainee's Supervisor _____ Title _____

Business Type PRIVATE _____ PUBLIC _____ NON-PROFIT _____

Start Date _____ Days/week _____ Work Schedule _____ Wage _____ Est. End Date _____

Specific Training Tasks:
1.
2.
3.
4.
5.
6.
7.
8.
9.
10.

ADDITIONAL INFORMATION

Note any additional circumstances or needs (i.e. uniforms) _____

Will the trainee use any power tools/equipment? Yes _____ No _____

If yes, list _____

How much of the time will the trainee be directly supervised? _____%

Trainees will be evaluated in one or more of the following areas:

WORK READINESS

Appropriate Appearance

Positive Attitude/Behavior

Good Interpersonal Skills

Completing Tasks Effectively

Consistently Punctual and Regular Attendance

Trainer

Date: _____