



## Workforce Innovation and Opportunity Act (WIOA)

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### Work Experience (WEX) Policy & Procedures

**POLICY NUMBER: P-1007, Rev. 2**

**REVISION DATE: 2-2-21**

**Supersedes:** WIOA Adult, Dislocated Worker & Youth Program-Work Experience (WEX) Policy & Procedures, Rev. 1, Effective January 1, 2018

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#### **PURPOSE**

The purpose of this policy is to provide direction for the implementation and documentation requirements of WIOA-funded Work Experiences (WEXs).

#### **BACKGROUND**

WEXs are planned, structured, and time-limited learning experiences that take place in a workplace via a contractual exchange between WorkForce Central, the WEX Sponsor, the WEX Host Site, and the WEX Intern. A WEX (or internship) may be paid or unpaid, as appropriate. A WEX may be provided in the private for-profit, non-profit, or public sectors.

WEX Host Sites are not monetarily compensated unless an On-the-Job Training (OJT) placement is arranged (see page 3 of this policy for additional information about OJT placements). Wages are provided by the WEX Sponsor and paid directly to the Intern, developing an employer/employee relationship between the WEX Sponsor and the Intern. Labor standards apply in any WEX where an employee/employer relationship exists, as defined by the Fair Labor Standards Act and Washington State's Minimum Wage Act.

Note: WIOA does not discern between "work experience (WEX)" or "internship". The definition of both is the same.

#### **POLICY**

WEXs must provide a planned and structured learning experience specific to the unique needs of each Intern. The design of the WEX placement must be in accordance with results of the Intern's documented assessment and recorded on the participant's Individual Employment Plan (IEP-Adults/Dislocated Workers) or Individual Service Strategy (ISS-Young Adults) recorded in ETO.

WEX contracts must be signed by all parties prior to the start of the WEX placement.

A WEX placement must not replace an existing employee or position. Funds provided for WEXs may not be used to directly or indirectly aid in the filling of a job opening that is vacant because the former occupant is on strike or is being locked out in the course of a labor dispute, or the filling of which is otherwise an issue in a labor dispute involving a work stoppage.

Effective January 1, 2018, all Washington State employers are required to provide paid sick leave to their employees, unless the employer only has workers who are exempt from Chapter 49.46 RCW-Minimum Wage Act, which includes paid sick requirements.

Individuals who receive funding through an ITA, cohort, or other WIOA-funded training are also eligible for a WEX. Funding for training and WEXs are separate.

### **Adult and Dislocated Worker WEXs**

WEXs for Adults and Dislocated Workers are defined at 20 CFR 680.180.

**Note:** Transitional jobs are defined at 20 CFR 680.190 and are a type of WEX for Adults and Dislocated Workers that provide a time-limited, subsidized work experience for individuals with barriers to employment who are chronically unemployed or have inconsistent work history. Transitional jobs must be combined with comprehensive career and supportive services. **The Pierce County WDC has not authorized the provision of transitional jobs at this time.**

### **Young Adult WEXs**

WEXs for Young Adults are defined at WIOA sec. 129(c)(2)(C) and 20 CFR 681.600 and include:

- Subsidized employment opportunities during the summer or throughout the school year.
- Job shadowing.
- Pre-apprenticeship programs.
- On-the-Job (OJT) opportunities as defined in WIOA sec 3(44) and 20 CFR 680.700.

### **Academic and Occupational Education**

WEXs for Young Adults **must** include an academic and occupational education component.

The academic and occupational education component refers to the contextual learning that accompanies a WEX. It includes information necessary to understand and work in specific industries and /or occupations. To illustrate, Department of Labor Employment and Training Administration (DOLETA), through TEGL 21-16, provided the following examples of how to incorporate occupational and academic education into a WEX:

- If a youth is in a WEX in a hospital, the **occupational education** could be learning about the duties of different types of hospital occupations such as a phlebotomist, radiology tech, or physical therapist.
- Whereas the **academic education** could be learning some of the information individuals in those occupations need to know such as why blood type matters, the name of a specific bone in the body, or the function of a specific ligament.

The academic and occupational education component of the WEX may occur concurrently or sequentially to the WEX, inside or outside of the WEX work site, be provided directly by the WEX Host Site, or be provided separately in a classroom or through other means. The academic and occupation components of the WEX **must be clearly documented on the WEX Young Adult Intern Training Contract.**

WEX Sponsors have the flexibility to determine the appropriate type of academic and occupational education necessary for a specific work experience.

### **Types of WEXs for Young Adults**

TEGL 21-16 provides the following WEX descriptions:

- **Job Shadow:** A job shadow WEX is where a Young Adult can learn about a job by walking through a workday as a shadow to a competent worker. The job shadow must be in an occupational area of interest to the participant. Young Adults witness firsthand the work environment, employability and occupational skills in practice, the value of professional training, and potential career options. A job shadow can be anywhere from a few hours, to a day, to a week or more. Job shadowing is

designed to increase career awareness, help model Young Adult behavior through examples, and reinforce in the Young Adult the link between academic classroom learning and occupational work requirements.

- **Pre-apprenticeship Program:** A pre-apprenticeship program is designed to prepare individuals to enter and succeed in an apprenticeship program, provide instruction and/or training to increase math, literacy, and other vocational and pre-vocational skills needed to gain entry into a Registered Apprenticeship program. Pre-apprenticeship includes the following elements:
  - 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 in a registered apprenticeship program.
  - ITAs may finance pre-apprenticeship training in preparation for formal Registered Apprenticeship if the pre-apprenticeship program is on WA State's Eligible Training Provider List (ETPL).
  
- **On-the-Job Training (OJT):** An OJT is facilitated under a contract with an employer or registered apprenticeship program sponsor in which a paid employee receives training that:
  - Provides knowledge or skills essential to the full and adequate performance of the job,
  - Is made available through a program that provides reimbursement to the employer of up to 50% of the wage rate of the participant, except as provided in section 134(c)(3)(H), for the extraordinary costs of providing the training and additional supervision related to the training; and
  - Is limited in duration as appropriate to the occupation for which the participant is being trained, taking into account the content of the training, the prior work experience of the participant, and the service strategy of the participant.

The provision and documentation requirements for an OJT, including the conditions in which the employer reimbursement rate may be increased to 75%, are further defined in WFC's OJT Policy.

### **Young Adult 20% WEX Expenditure Requirement**

Local WIOA Young Adult programs must expend not less than 20% of the funds allocated to them to provide Young Adult participants with paid and unpaid work experiences. Local WIOA Young Adult programs must track program funds spent on paid and unpaid work experiences, including wages and staff costs for the development and management of work experiences, and report such expenditures as part of the local WIOA Young Adult financial reporting. The percentage of funds spent on work experience is calculated based on the local area youth funds expended for work experience rather than calculated separately for in-school and out-of-school Young Adults. Local area administrative costs are not subject to the 20% minimum expenditure requirement.

Allowable expenses that count toward the 20% WEX expenditure requirement include:

- Wages/stipends paid for participation in a work experience,
- Staff time working to identify and develop a work experience opportunity, including staff time spent working with WEX Host Sites to identify and develop the work experience,
- Staff time working with WEX Host Sites to ensure a successful work experience, including staff time spent managing the work experience,
- Staff time spent evaluating the work experience,

- Intern work experience orientation sessions,
- WEX Host Site work experience orientation sessions,
- Classroom training or the required academic education component directly related to the work experience,
- Incentive payments directly tied to the completion of work experience, and
- Employability skills/job readiness training to prepare Young Adults for a work experience.

Expenses that do not count towards the 20% WEX expenditure requirement include:

- Leveraged resources, and
- Supportive services.

## **WEX Host Site Development, Eligibility & Contract**

The Business Services Team will work with WEX Sponsors to develop WEX Host Sites that meet WEX Interns' training needs as defined in the Interns' employment and training plans. The Business Services Team will execute WEX Host Site Contracts only with businesses that meet the following minimum compliance requirements:

The WEX Host Site:

- Must be registered with the Internal Revenue Service (IRS) and have an account with the Washington State Employment Security Department (ESD) for Unemployment Insurance (UI) and carry Workman's Compensation Insurance.
- Must be licensed to operate in the State of Washington and provide their Federal Employer Identification Number (FEIN).
- Must have safe and healthy working conditions with no previously reported health and safety violations that have been reported but have not been corrected.
- Does not illegally discriminate in training or hiring practices because of race, color, religion, sex, (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I financially assisted program or activity.
- 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 a WEX intern, or as the result of having a WEX intern.
- Shall not allow the WEX activity to result in the infringement of promotional opportunities of their current employees.
- Shall not allow the Intern 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.

A copy of the WEX Host Site Contract must be provided to the WEX Sponsor and WEX Intern. The WEX Host Site Contract must be attached to the WEX Intern Training Contract and uploaded into ETO in the applicable WEX service touch point recorded in ETO.

A copy of the WEX Host Site Contract with the complete list of assurances is included as Attachment A to this policy. This form must not be altered without prior approval from WorkForce Central.

## **WEX Intern Training Contracts**

The WEX Sponsor will inform the Business Services Team of the type of WEX opportunities that will meet their Interns' training needs. The WEX Sponsor will collaborate with the WEX Host Site and the Intern in the development and execution of the WEX Intern Training Contract. The WEX Intern Training Contract must include contact information for all parties to the Contract; Intern's training position to include job title, wages, work schedule, tools/equipment/uniforms that may be required for the position; the Intern's Learning Plan that includes the skills to be learned, how the skills will be

learned; pre-assessment; and dates for midpoint and final evaluations. For Young Adults only, the Learning Plan **must** include the required academic and occupational skills component.

WEX Intern Training Contracts must contain, at a minimum, the following information:

- Clear statement of purpose,
- Identification and contact information of all parties, including the WEX Intern, WEX Sponsor, WEX Host Site, and WEX Host Site supervisor,
- Requirements of the WEX Host Site, WEX Intern, and WEX Sponsor,
- WEX start and end dates,
- Job title and responsibilities,
- Required tools, equipment, or uniforms, if applicable,
- Detailed computation of the anticipated wages to be earned and accrual of paid sick leave,
- Academic and occupational component of the WEX (Young Adult Interns only),
- Intern's WEX learning plan, and
- Signature and dates of all parties to the contracts.

WEX Intern Training Contracts may be modified. All modifications must be in writing and signed by all parties prior to the effective date of the modification. Verbal modifications of WEX Intern Training Contracts are not valid.

One WEX Intern Training Contract may be written for a group of Interns working at a single WEX Host Site, provided the working conditions, job description, learning plan, wage rates and terms of the contract are the same for all Interns covered by the contract.

The WEX Intern Training Contract for Young Adults and the WEX Intern Training Contract for Adults are included as Attachments B and C to this policy. These forms must not be altered without prior approval from WorkForce Central.

## **WEX Evaluations**

Conducting evaluations of WEX Interns' progress during their training is required. Evaluations are centered on the skills and behaviors to be learned as documented on the Intern's Learning Plan incorporated in the WEX Intern Training Contract. The pre-assessment must be conducted in collaboration by the WEX Sponsor and the WEX Intern. A pre-assessment of the Intern's skill set in the areas identified on the Learning Plan must be conducted prior to the start of the WEX and documented on the Learning Plan.

During the WEX placement, the WEX Intern must receive at a minimum, a midpoint evaluation, and a final evaluation. Evaluations must be performed in collaboration by the WEX Host Supervisor, the WEX Sponsor, and the WEX Intern. Additional evaluations may be completed as needed to ensure adequate assessment, learning, and appropriate supervision and supports are provided. Midpoint evaluations, final evaluations, and any additional evaluations must be documented on the WEX Intern Evaluation Form.

The WEX Intern Evaluation Form is included as Attachment D to this policy. These forms must not be altered without prior approval from WorkForce Central.

## **WEX Timeframe**

There are no regulations governing the amount of time an intern may be placed in a WEX. When determining the duration of a WEX activity, the following must be considered:

- Objectives of the WEX, as defined by the Intern's employment and training goals.
- Length of time necessary for the Intern to learn the skills identified in the learning plan.
- The WEX Host Site having sufficient quantity of meaningful work activities for the Intern.
- WEX Sponsor's budget.

## WEX Compensation

Interns engaged in a paid WEX shall be compensated at an hourly wage not less than the state or local minimum wage, whichever is higher. Interns shall be paid only for the hours worked during the WEX as documented on the Intern's WEX time sheet. WEX Interns are not authorized to work overtime.

When determining the hourly wage for a WEX Intern, the following should be taken into consideration. This list is not intended to be all inclusive:

- Objectives of the WEX,
- Type of work performed during the WEX,
- Skillset of the Intern,
- Skillset required for the WEX, and
- WEX Sponsor budget.

WEX Interns are entitled to paid sick leave under Washington State Paid Sick Leave Law which will be accrued at a minimum of one (1) hour for every forty (40) hours worked. The WEX Host Sponsor is responsible for paying sick leave.

WEX Interns **shall not be paid** for:

- Vacation breaks,
- Lunch breaks,
- A holiday recognized by the WEX Sponsor as a "paid holiday", or
- Overtime.

## WEX Funding Limit

The maximum dollar limit for a WEX placement is \$5,000. WEX Sponsors have the authority to increase the limit by \$1,000 for a total of \$6,000 depending on the Intern's needs. Justification for the increase, and the WEX Sponsor's approval authorizing the WEX increase, must be uploaded into the Intern's WEX service touchpoint in ETO and recorded in case notes. The maximum WEX limit is not an entitlement and is determined based on the hourly wage paid to the Intern and duration of the WEX.

## ETO Documentation

The following documents must be uploaded/recorded in the Intern's ETO record:

- Comprehensive Assessment identifying a WEX as an appropriate service,
- Completed ISS/IEP documenting the WEX services and outcomes,
- WEX Host Site and WEX Intern Training Contracts (executed prior to the start of the WEX),
- Pre-assessment and evaluations completed during the WEX placement,
- Timecards/timesheets, including documentation of paid sick leave accrual and usage, and
- Case notes describing:
  - How the WEX placement aligns with the Intern's employment and training goals,
  - Academic and occupational component of the WEX (Young Adult interns only),
  - Name and location of the WEX Host Site,
  - Name and title of worksite supervisor,
  - Anticipated duration of the WEX,
  - Job description/duties,
  - Hourly wage,
  - Work schedule,
  - Anticipated supportive services needs of the Intern for successful participation in the WEX,
  - Actual start date of the WEX,
  - Progress of the learning plan during the WEX,

- Outcomes of ongoing monitoring of the WEX by the WEX Sponsor which may include onsite visits and phone/email communications with the WEX Host Site,
- Pay dates,
- Outcome of the WEX, and
- Last paid workday of the WEX.

## **WEX Monitoring**

WEX Sponsors must ensure regular and ongoing monitoring and oversight of the WEX activity. Monitoring may include on-site visits and phone/email communication with the WEX Host Site and the WEX Intern to review the Intern's progress in meeting learning plan objectives. Any deviations from the WEX Intern Training Contract must be dealt with immediately. **Outcomes of oversight and monitoring of the WEX activity must be documented in case notes recorded in ETO.**

The WEX Sponsor's oversight of the participant's WEX activity and payroll records will be reviewed by local compliance monitors and may be reviewed by state and federal monitors and auditors. These entities will have the right to access, examine and inspect any site where any phase of the WEX activity is being conducted. The WEX Sponsor and Business Services will maintain its records and accounts in such a way as to facilitate the compliance review. Records must be maintained for three (3) years after the conclusion of the WEX.

## **DEFINITIONS**

**Intern** – An individual who participates in a WEX.

**Learning Plan** - A signed agreement between the WEX Host Site, WEX Intern, and WEX Sponsor that describes the goals and project requirements during the WEX. The learning plan is imbedded in the WEX Training Contract.

**Final Evaluation** - A documented evaluation of the WEX Intern's skills at the end of the WEX. The assessment is intended to show improvement, or lack thereof, during the WEX.

**Pre-Assessment** - A documented evaluation of the WEX Intern's skills prior to, or at the beginning of the WEX.

**Subsidized Work Experience (WEX)** - A paid, planned, structured learning experience that takes place in a workplace for a limited period of time.

**Transitional Jobs** - Provides limited work experience that is subsidized in the public, private, or non-profit sectors for individuals with barriers to employment because of chronic unemployment or inconsistent work history.

**Unsubsidized Work Experience (WEX)** - An unpaid, planned, structured learning experience that takes place in a workplace for a limited period of time.

**Work Experience (WEX) Intern Training Contract** - A written agreement between the WEX Host Site, sponsor, and intern that outlines the program requirements and expected outcomes.

**WEX Host Site** – A business in the private for-profit, non-profit, or public sector who provides customized short-term work-based training through a contractual agreement with Business Services, the WEX Sponsor, and the WEX Intern.

**WEX Host Site Contract** – A written agreement between the WEX Host Site and Business Services that certifies mutual understanding and agreement to WEX placement details and required assurances from the WEX Host Site.

**WEX Sponsor** – The organization that oversees the WEX placement, serves as the employer-of-record for WEX Interns and provides support to the WEX Intern and WEX Host Site to ensure positive work-based training outcomes.

**REFERENCES**

- WIOA Secs. 3(44); 129(c)(2)(C); 134(c)(2)(A); 188(a)(2) and (3)
- 20 CFR 680.170; 680.180; 680.190; 680.830; 680.840
- 20 CFR 681.480; 681.590; 681.600
- 20 CFR 683.270; 683.280
- US DOL Wage and Hour Division
- TEGL 8-15
- TEGL 13-16
- TEGL 19-16
- TEGL 21-16

**REVISION APPROVED**

Katie Condit Feb 2,  
Katie Condit (Feb 2, 2021 07:08 PST)  
\_\_\_\_\_  
WFC CEO Date

**EQUAL OPPORTUNITY - EQUAL ACCESS**

WorkForce Central is an equal opportunity employer/program. Auxiliary aids and services are available upon request for individuals with disabilities. Washington Relay Service – 711.

## ATTACHMENT A

### Work Experience (WEX) Host Site Contract

This WEX Host Site Contract (“Contract”) is entered into effective as of {INSERT DATE } (“Effective Date”) by and between WorkForce Central (“WFC” or “Business Services”) and {INSERT NAME OF WEX Host Site } (“WEX Host Site”). WFC and WEX Host Site may be referred to collectively as the “Parties” or individually as a “Party.”

The purposes of this Contract are to ensure that the Parties understand and accept WEX placement details and serve as written certification that the WEX Host Site will comply with the assurances, terms and conditions stated herein in consideration of being able to participate in this Program.

If this is a modification to the original WEX Host Site Contract, the purpose of the modification is:

This Contract shall terminate on {INSERT DATE }.

**WEX Host Site Information:**

Host Site Name:	Private for Profit <input type="radio"/> Non-Profit <input type="radio"/> Public Sector <input type="radio"/>
Host Site Address:	Phone:
	Email:
	Host Site Primary Contact:
	Host Site Primary Contact Phone #:
	Host Site Primary Contact Email:
Federal Employer Identification Number (FEIN):	
Unified Business Identifier (UBI):	
List and briefly describe WEX Positions Available:	
Pre-placement Requirements (e.g., pass background check, clean driving records, pass drug test, etc.):	

## WEX Host Site Assurances Terms and Conditions

The WEX Host Site assures and agrees to the following:

1. It is registered with the Internal Revenue Service (IRS) and has an account with the Washington State Employment Security Department (ESD) for Unemployment Insurance (UI) and that it carries Workman's Compensation Insurance.
2. It is licensed to operate in the State of Washington and has provided their Federal Employer Identification Number (FEIN).
3. If working under a Collective Bargaining Agreement (CBA), the WEX Host Site assures the WEX position is consistent with the Host Site's CBA.
4. Has safe and healthy working conditions with no previously reported health and safety violations that have been reported but have not been corrected. Additionally, the host business must comply with the general requirements defined by the Department of Labor and Industries for the prevention of COVID-19 (<https://www.lni.wa.gov/forms-publications/F414-164-000.pdf>).
5. That appropriate standards for health and safety in work and training situations will be maintained.
6. It does not illegally discriminate in training or hiring practices because of race, color, religion, sex, (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I financially assisted program or activity.
7. It will not treat any intern assigned to the worksite in a discriminatory manner because of race, color, religion, sex, (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I financially assisted program or activity in accordance with Title VI and VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990 (ADA).
8. It agrees not to employ any intern in activities that will result in the displacement of currently employed workers or will prevent the employment of persons who would otherwise be hired or be employed in classifications previously filled by laid off employees.
9. The work activity does not involve religious or political activity.
10. Interns will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship.
11. When applicable, federal and Washington State Labor and Industries regulations governing the employment of minors will be observed.
12. Hours submitted on timecards will be for actual hours worked. WEX Interns **will not be paid for lunch breaks, vacation days, holidays recognized by the WEX Host Site or sponsor as "paid holidays", overtime,** or for unworked hours or recreational activities not originally covered on the job description.
13. It will provide access to the worksite for required monitoring and evaluation. Should an area of concern be identified during the onsite monitoring, the WEX Host Site will respond to a corrective action within ten (10) calendar days or be subject to termination as a WEX Host Site.
14. It agrees to exercise supervisory oversight in situations where the WEX Intern's performance is unsatisfactory. The WEX Sponsor will offer assistance as necessary to WEX Interns and WEX Host Site supervisors in arriving at satisfactory resolutions to issues raised during the course of the WEX activity.
15. It agrees to notify the WEX Sponsor within 24 hours of any injury to the WEX Intern that occurs at the WEX Host Site. In the event of any injury requiring medical attention, the WEX Host Site agrees to take the Intern to the nearest treatment facility, or one chosen by the Intern.
16. The WEX Host Site shall defend, indemnify and hold harmless WorkForce Central its subcontractors, its agents, employees and officers from any and all liability arising out of its performance of this contract, whether by act or omission of the sponsor agents, employees, or officers.

17. Supplies, equipment, tools, and facilities provided by the WEX Host Site for the purpose of this contract shall not be the responsibility of WorkForce Central or the WEX Sponsor. WorkForce Central and the WEX Sponsor will not be responsible for damage or loss resulting from any cause.
18. If, upon written notification from WorkForce Central or the WEX Sponsor of noncompliance with any of the above assurances, it will take necessary action within ten (10) days to correct the noncompliance or cease participation in the contract per the written notification.

The WEX Host Site further certifies their understanding and agrees that interns assigned to the WEX Host Site:

19. Are not to be considered federal, state, county, or city employees within the meaning of the law administered by the U.S., State or City Civil Service Commission. The WEX Sponsor is responsible for all wages, payroll taxes, and benefits associated with the WEX Intern, including Washington State Labor and Industries Insurance coverage.
20. Shall be assigned and be required to perform duties in the manner specified by the WEX Host Site, within the specifications of the Job Description included in the WEX Intern Training Contract.
21. Shall have the following provided by the WEX Host Site:
  - On-site training, technical direction, and daily supervision.
  - Sufficient equipment and/or materials to do the job requested.
  - Written evaluations of the WEX Intern's performance as documented in the WEX Intern Training Contract.
  - Release time from work for participation in other approved training activities.

The WEX Host Site further agrees:

22. The WEX Host Site, WorkForce Central, and WEX Sponsor reserve the right to revoke this WEX Contract at any time and without notice should the intern not meet the work standards and expectations of employment at the designated work site.
23. WorkForce Central may terminate or suspend this Contract at any time, with or without cause, by giving the WEX Host Site ten (10) business days written notice.
24. The WEX Host Site shall defend, indemnify and hold harmless Workforce Central including its officials, officers, agents, employees, and volunteers from any and all claims arising out of the performance of this Contract, provided that this provision shall not apply to the extent that damage or injury results from the sole negligence of Workforce Central, its officials, officers, agents, employees, and volunteers. This indemnification shall extend to and include attorneys' fees and the cost of establishing the right of indemnification hereunder in favor of WFC. This indemnification shall survive the termination of this Contract.
25. WEX Host Site specifically assumes potential liability for actions brought by its own employees against WorkForce Central and, solely for the purpose of this indemnification and defense, the WEX Host Site specifically waives any immunity under the state industrial insurance law, Title 51 RCW. THE WEX HOST SITE RECOGNIZES THAT THIS WAIVER WAS THE SUBJECT OF MUTUAL NEGOTIATION.
26. When applicable, during the course and performance of this Contract, the WEX Host Site shall maintain the following insurance to protect the Parties from losses and claims which may arise out of or result from performance of this Contract.
  - a) Commercial General Liability insurance with a limit not less than \$500,000 each occurrence and \$1,000,000 aggregate
  - b) Commercial Automobile Liability insurance with a limit not less than \$500,000 each accident covering all owned autos (If Any), non-owned autos and hired autos.
  - c) Workers Compensation as required by Washington State Statute
  - d) Employers Liability with a limit not less than \$500,000 each employee and \$500,000 aggregate.
27. This Contract and documents provided to WorkForce Central by the WEX Host Site are public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, WorkForce Central may be required, upon request, to disclose this

Contract and records related to it (including records held by WEX Host Site) unless an exemption under the Public Records Act or other laws applies.

- 28. Washington law shall govern the interpretation of this Contract. Pierce County shall be the venue of any mediation, arbitration, or litigation arising out of this Contract.
- 29. No modification or amendment of this Contract shall be effective unless in a written and mutually executed Amendment by the Parties.
- 30. The WEX Host Site shall not assign, subcontract, delegate, or transfer any obligation, interest, or claim to or under this Contract without the prior written consent of WorkForce Central.
- 31. If any term, condition, or provision of this Contract is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Contract, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Contract, shall survive termination of this Contract.

**CERTIFICATION AND ACKNOWLEDGEMENT**

By signing below, the Parties to this Contract certify that the information provided is true to the best of their knowledge. Parties are aware that the information provided is subject to review and verification and allow release of this information for verification purposes.

**Signatures:**

\_\_\_\_\_  
WEX Host Site Date

\_\_\_\_\_  
Print Name and Job Title

\_\_\_\_\_  
Business Services Date

\_\_\_\_\_  
Print Name and Job Title

**EQUAL OPPORTUNITY - EQUAL ACCESS**

WorkForce Central is an equal opportunity employer/program. Auxiliary aids and services are available upon request for individuals with disabilities. Washington Relay Service – 711.

## ATTACHMENT B

### Work Experience (WEX) Young Adult Intern Training Contract

The purpose of this WEX Intern Training Contract is to verify that the WEX Host Site, WEX Sponsor, and WEX Intern understand and accept WEX Intern training plan details.

If this is a modification to the original WEX Intern Training Contract, the purpose of the modification is:

<b>WEX Intern &amp; WEX Sponsor Information</b>	
Name:	Sponsor:
Phone:	Sponsor Contact Name:
Email:	Sponsor Contact Phone:
Emergency Contact:	Sponsor Contact Email:
Emergency Contact Phone:	

<b>WEX Host Site &amp; Placement Information</b>	
Host Site Name:	Phone:
Host Site Address:	Email:
	Site Supervisor:
	Site Supervisor Phone #:
	Site Supervisor Email:
WEX Job Title:	ONET Code:
Schedule: Mon                  Tue                  Wed                  Thu                  Fri                  Sat                  Sun	
Hours:	Wage: \$ <i>(anticipated wages to be earned and accrual of paid sick leave)</i>
WEX Start Date:	WEX Midpoint Evaluation Date:
	WEX End Date: WEX Final Evaluation Due:
Job Duties/Responsibilities:	
Tools, equipment, clothing/uniforms, or other items required for this position:	
Additional Information:	

## WEX Learning Plan

**Career Goal:**

**Academic Component:**

**Occupational Component:**

**What SKILLS will be learned or improved during the WEX?**

Skill	Training/Learning Method	Pre-Assessment (ability level at start of WEX)
<i>Example: Bagging groceries</i>	<i>Coaching and monitoring by shift supervisors</i>	<i>Intern worked at a grocery store for 2 weeks but only bagged groceries a few times.</i>

**What WORK BEHAVIORS will be learned or improved during the WEX?**

Work Behavior	Training/Learning Method	Pre-Assessment (ability level at start of WEX)
<i>Example: Punctuality</i>	<i>Close monitoring of punctuality and coaching/problem-solving for any late arrivals</i>	<i>Intern has no work experience but shared she often struggled to get to school on time.</i>

**CERTIFICATION AND ACKNOWLEDGEMENT**

By signing below, the Parties to this Contract certify that the information provided is true to the best of their knowledge. Parties are aware that the information provided is subject to review and verification and allow release of this information for verification purposes. Parties attest the WEX Intern has been provided a copy of the WEX Host Site Contract.

**Signatures:**

\_\_\_\_\_  
WEX Intern Date

\_\_\_\_\_  
WEX Host Site Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
WEX Sponsor Date

\_\_\_\_\_  
Title

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## ATTACHMENT C

### Work Experience (WEX) Adult Intern Training Contract

The purpose of this WEX Intern Training Contract is to verify that the WEX Host Site, WEX Sponsor, and WEX Intern understand and accept WEX Intern training plan details.

If this is a modification to the original WEX Intern Training Contract, the purpose of the modification is:

WEX Intern & WEX Sponsor Information	
Name:	WEX Sponsor:
Phone:	Sponsor Contact Name:
Email:	Sponsor Contact Phone:
Emergency Contact:	Sponsor Contact Email:
Emergency Contact Phone:	

WEX Host Site & Placement Information	
Host Site Name:	Phone:
Host Site Address:	Email:
	Site Supervisor:
	Site Supervisor Phone #:
	Site Supervisor Email:
WEX Job Title:	ONET Code:
Schedule: Mon      Tue      Wed      Thu      Fri      Sat      Sun	
Hours:	Wage: \$ <i>(anticipated wages to be earned and accrual of paid sick leave)</i>
WEX Start Date:	WEX Midpoint Evaluation Date:      WEX End Date: WEX Final Evaluation Due:
Job Duties/Responsibilities:	
Tools, equipment, clothing/uniforms, or other items required for this position:	
Additional Information:	

## WEX Learning Plan

**Career Goal:**

**What skills will be learned or improved during the WEX?**

Skill	Training/Learning Method	Pre-Assessment (ability level at start of WEX)
<i>Example: Packing items for shipment</i>	<i>Initially pair with an experienced worker to observe and learn, shifting to frequent monitoring by shift supervisors, and coaching as needed to build skills/speed.</i>	<i>Intern has no experience in shipping and packaging, but worked 2 years in manufacturing performing detailed, repetitive tasks.</i>

**What WORK BEHAVIORS will be learned or improved during the WEX?**

Work Behavior	Training/Learning Method	Pre-Assessment (ability level at start of WEX)
<i>Example: Punctuality</i>	<i>Close monitoring of punctuality and coaching/problem-solving for any late arrivals</i>	<i>Intern has no work experience but shared she often struggled to get to school on time.</i>

## CERTIFICATION AND ACKNOWLEDGEMENT

By signing below, the parties to this contract certify that the information provided is true to the best of their knowledge. Parties are aware that the information provided is subject to review and verification and allow release of this information for verification purposes. Parties attest the Intern has been provided a copy of the WEX Host Site contract.

**Signatures:**

\_\_\_\_\_  
WEX Intern Date

\_\_\_\_\_  
WEX Host Site Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
WEX Sponsor Date

\_\_\_\_\_  
Title

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## ATTACHMENT D

### Work Experience (WEX) Intern Evaluation Form

WEX Intern: \_\_\_\_\_ WEX Sponsor Organization / Contact: \_\_\_\_\_ /

WEX Host Site Organization / Supervisor: \_\_\_\_\_ /

**WEX Evaluation Instructions:** In collaboration, the WEX Host Site, WEX Sponsor and WEX Intern must evaluate the skills and work behaviors identified in the WEX Intern Training Contract at the midpoint and end of the WEX. Enter the skills and work behaviors in the first column. Using the rating scales, score each skill or work behavior for the midpoint and final evaluations, and enter the evaluation date. If additional evaluations are performed during the WEX, please use the space provided on the next page. The Intern, Host Site Supervisor, and Sponsor must sign this Evaluation Form for each evaluation.

Skills	Midpoint Skills Evaluation	Midpoint Evaluation Date	Final Skills Evaluation	Final Evaluation Date

Skills Rating Scale

- 1 - Can do none or only simple parts of skill and needs close supervision
- 2 - Can do most parts of skill but needs some supervision
- 3 - Can completely perform skills and meets Host Site's standards

Work Behaviors	Midpoint Behaviors Evaluation	Midpoint Evaluation Date	Final Behaviors Evaluation	Final Evaluation Date

Work Behaviors Rating Scale

- 1 - Needs improvement; does not meet Host Site's standards
- 2 - Demonstrates acceptable work behavior most of the time
- 3 - Meets or exceeds Host Site's expectations

Midpoint Evaluation Signatures	Date
WEX Intern:	
WEX Sponsor:	
Supervisor:	

Final Evaluation Signatures	Date
WEX Intern:	
WEX Sponsor:	
Supervisor:	

**ADDITIONAL EVALUATIONS** (if needed)

<b>Skills</b>	<b>Skills Evaluation</b>	<b>Evaluation Date</b>	<b>Skills Evaluation</b>	<b>Evaluation Date</b>

Skills Rating Scale

- 1 - Can do none or only simple parts of skill and needs close supervision
- 2 - Can do most parts of skill but needs some supervision
- 3 - Can completely perform skills and meets Host Site's standards

<b>Work Behaviors</b>	<b>Behaviors Evaluation</b>	<b>Evaluation Date</b>	<b>Behaviors Evaluation</b>	<b>Evaluation Date</b>

Work Behaviors Rating Scale

- 1 - Needs improvement; does not meet Host Site's standards
- 2 - Demonstrates acceptable work behavior most of the time
- 3 - Meets or exceeds Host Site's expectations

<b>Additional Evaluation Signatures</b>	<b>Date</b>
WEX Intern:	
WEX Sponsor:	
Supervisor:	

<b>Additional Evaluation Signatures</b>	<b>Date</b>
WEX Intern:	
WEX Sponsor:	
Supervisor:	

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