



Internship Agreement

Agreement #: 001-19

This Internship agreement is between Lexington Fayette Urban County Government (Department of Social Services) (Training Site) and the Bluegrass Area Development District (BGADD).

Agreement Terms, Responsibilities, and Requirements:

This Agreement is effective on date signed and shall remain in effect through June 30, 2019, or until all training periods initiated prior to June 2019 are complete.

BGADD hereby agrees to the following:

- a) Bluegrass Workforce Investment Board (BGWIB) shall make funding available to the Employer of Record to assist Training Site, in providing training and retaining a skilled, productive workforce.
- b) BGWIB agrees that Training Site is eligible to receive WIOA funding.

Training Site must meet the following criteria to be deemed eligible to sign the agreement:

- a) Training Site must be in one of the seventeen counties of the Bluegrass Local Workforce Area.
 - A host employer located in a Kentucky county outside of the area may be eligible if the Internship candidate is a resident of the Bluegrass Local Workforce Area. The host employer has been in operation for at least six (6) months at the location where the Intern(s) will be working.
- b) Training Site agrees that Interns are subject to the same personnel rules and working conditions as regular employees at the same level and to the same extent as other employees working a similar length of time and doing the same type of work.
- c) Training Site agrees to retain the Intern(s) after completion of the training period, provided the Intern satisfactorily completes the training, meets job qualifications, completes the Human Resources and Divisional internal process, and the business has a bona fide job vacancy. This does not preclude the employer from terminating an Intern that is determined to be unable to master the position or dismissing him/her for what the employer deems good cause.
- d) Training Site agrees that no WIOA participant to train under the Internship Program will be a member of that person's immediate family if that member is engaged in an administrative capacity for that employer.
- e) Training Site agrees that the company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in the Internship Program by any Federal Department or Agency.
- f) Training Site agrees that Internship position(s) and associated skills are geared towards year-round employment and not intermittent, seasonal, or temporary work.
- g) Training Site agrees they are not in violation of Local, State, or Federal labor laws.
- h) Training Site agrees they are not experiencing any current abnormal labor conditions (i.e., strike or lockout in the occupations considered for the Internship).
- i) Training Site agrees that they have not previously abused or misused federally funded Internship programs as a means of subsidizing his/her payroll and/or by his/her failure to operate such programs in compliance with applicable agreement rules and regulations.
- j) Training Site agrees that Internship participant must be assessed for compatibility of position.
- k) If applicable, Training Site acknowledges that an Internship Agreement can be utilized in conjunction with a temp-to-hire employee with the understanding that the Intern needs additional training or is hired into an entirely new occupation.
- l) Training Site agrees that any position considered highly mobile, in highly competitive industries where minimal training is required will be considered on an individual basis.
- m) Training Site agrees that industries with a substantial number of experienced and able workers presently unemployed and available to fill job openings, with no extraordinary amount of training, will not be eligible.
- n) Training Site agrees not to use WIOA funds under this agreement for relocation of their business, or parts thereof, from one area to another, unless such relocation will not result in an increase in unemployment in the area of original location or in any other area as determined by the Secretary of the U.S. Department of Labor.

- No currently employed worker shall be displaced by an Intern (including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits).
 - No Intern shall be hosted (A) when any other individual is on layoff from the same or any substantially equivalent job, or (B) when the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hosting an Intern whose wages are subsidized under this Act.
- o) Training Site agrees that no jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.
 - p) Training Site agrees the hours worked during the Internship period are to be reported accurately and timely to the Employer of Record.
 - q) Training Site agrees that the job description will accurately reflect the duties of that job.
Job description with number of hours to achieve job entry-level skill will be provided by Training Site. The length of the Internship is no less than 160 hours and no more than 320 hours. The participant cannot exceed 40 hours per week and the total amount of the Internship cannot exceed \$8500.
 - r) Training Site agrees that the Internship will be limited to the period of time required for a participant to become proficient in the occupation for which the training is being provided. In determining the appropriate length of the Internship, consideration should be given to the skill requirements of the occupation, the transferrable skill level of the Intern, prior work experience, and the participant's Individual Employment Plan. No Internship can exceed 320 hours.
 - s) Training Site agrees to disclose the wage other workers being paid for the same or similar job. In no event, shall it be less than \$10.00 per hour.
 - If the proposed Internship position is for a salaried position, determine an hourly rate by dividing the salary for one-pay period by the expected number of hours to be worked in that pay period. Be sure that the hourly rate in this calculation at least meets the \$10.00 per hour rate for the BGWIB Internship Agreement.
 - t) Training Site agrees that Internship placement(s) is/are based on the availability of WIOA funding. Funding may be reduced only if there is an interruption or reduction in federal funding from the Commonwealth of Kentucky, or if there is found to be a recurring pattern of failure to comply with the articles in this document.
 - u) Training Site agrees to sign at least two (2) copies of the Internship Agreement. More copies can be signed at Training Site's request.

Agreement Modifications

- a) Agreements may be modified by completing an Internship Agreement Modification Form.
- b) Agreement modifications may be necessary for the following reasons:
 - i.) The ending date of the agreement may be extended for a participant or participants to complete their training program.
 - ii.) Amendments may be needed to correct errors in the original agreement. Such revision should only be technical in nature and not change the scope of the agreement.
 - iii.) The Intern may be given responsibilities beyond the original scope of work thus allowing for additional training time.
 - iv.) Agreement modifications to de-obligate encumbered Internship agreement funds, due to the drop out or dismissal of the Intern, may be unilateral and do not require the signature of the Training Site.
- c) Modifications to Internship agreements will not be allowed for the following reasons:
 - i.) To change the wage
 - ii.) To change the beginning date of the agreement.

Procedures

1. In all cases, the Intern is subject to all hiring requirements of the BGWIB Direct Services Provider (Employer of Record). The Employer of Record will give special consideration to the hiring of qualified disabled veterans, Vietnam Era veterans, and recently separated veterans.
2. The WIOA Direct Services Provider (Employer of Record) is responsible for the actual payment of wages and any costs associated with fringe benefits.
3. The maximum amount of an Internship position is \$8500 per Intern.

4. The Training Site is responsible for submitting timesheets to the Direct Services Provider (Employer of Record). The hours reported will only include those hours in which work occurred.

For the Training Site	
Authorized Signature: <i>Jim Gray</i>	Date: SEP 13 2018
Name and Title: <i>Jim Gray Mayor</i>	
Business Name: <i>LFUCG</i>	
Business Address: <i>200 E. Main, Lexington KY</i>	
Contact Person:	
Email Address:	
Phone Number:	

For BGWIB Staff	
Authorized Signature: <i>Mable Duke</i>	Date: 8-14-18
Name and Title: Mable Duke - Director of Workforce Services	
Business Name: Bluegrass Area Development District	
Business Address: 699 Perimeter Dr. Lexington, KY 40517	
Contact Person: Ethan Linville	
Email Address: elinville@bgadd.org	
Phone Number: 859-537-1542	

Is this company unionized? ☐ Yes ☒ No If yes, then a letter from an authorized union representative must be attached.