



Work Experience / Subsidized Employment Agreement

Workforce Solutions for South Texas
2389 E. Saunders
Laredo, TX 78041
(956)794-6500



WORKFORCE SOLUTIONS
SOUTH TEXAS

Dear Employer:

Welcome and thank you for your participation in the Workforce Solutions work experience / subsidized employment program! Your commitment will enable our customers to gain valuable work experience that will help define their long-term career and educational goals. Placement at your site will provide our customers with the opportunity to explore career possibilities in expressed fields of interest, while providing you the opportunity to observe their potential at no monetary expense to your business during the contract period.

As a work experience site, you will be providing training, leadership, role modeling, guidance about the work place and career exploration. We appreciate that you have agreed to be part of our Program and we acknowledge the potential that this partnership promises to build within our community. You are contributing to our goal of further developing a capable, knowledgeable and reliable workforce in Webb, Jim Hogg and Zapata County.

We are hopeful that this partnership will be a lasting one. A member of our staff will be acting as a work site facilitator to answer any questions or address any concerns that you might have regarding our customers.

We are confident that this partnership will be a positive and rewarding experience for everyone involved. Thank you for supporting our vision and please do not hesitate to contact your work site facilitator should you have any questions or need any assistance.

Sincerely,

Workforce Solutions
Business Solutions Representative

Workforce Solutions
Work Experience / Subsidized Employment Agreement

I. Parties to the Agreement

Workforce Solutions for South Texas
2389 E. Saunders
Laredo, TX 78041
(956) 794-6500

Contact Person:

Work Experience Site:

Business Name:

Address:

Phone:

Assigned work experience Site Supervisor Name:

Effective date of agreement:

This agreement is made between **Workforce Solutions for South Texas authorized agent**, and _____ hereafter referred to as “work experience site,” for Work Experience / Subsidized Employment participation under the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA), the Workforce Investment Act (WIA) or the Workforce and Education Readiness Continuum (WERC).

II. Purpose of the Program

The purpose of the Workforce Solutions work experience /subsidized employment activity is to provide opportunities to customers with limited or no work experience. These opportunities will provide our customers with necessary exposure to the world of work, improve their employability and help them become self-sufficient.

The program serves adults ages 18 and over. Wages are paid by Workforce Solutions (except as stated under VIII.1). The work experience site is not required to retain the customer upon completion of the program, but employment opportunities are encouraged.

III. Work Experience Site Conditions and Requirements

The following responsibilities are made a part of this agreement:

1. Work experience site's assigned supervisor(s) must go through a supervisor's orientation.
2. Submit a written job description / expected performance for the type of position requested (will become part of the agreement).
3. Provide supervision (and, if required) safety training, supplies and equipment to perform the work.
4. Accurately report work hours using the Payroll Timesheet.
5. Evaluate each customer's performance.
6. Contact Workforce Solutions contact person when customer or training related problems occur.
7. A work experience site:
 - a. May not displace a current employee to replace with a work experience / subsidized employment customer (including partial displacement such as reduction in the hours or overtime work, wages or employer benefits).
 - b. May not assign customers to perform work that:
 - i. Engaged in political patronage, lobbying or other political activities;
 - ii. Are of a religious or anti-religious organization; or
 - iii. Partake in any tasks not allowed under Child Labor laws.
 - c. Must comply with the Non-Traditional Employment Act of 1991.
 - d. May not compromise existing contracts for services or collective bargaining agreements, and the work experience / subsidized employment customer may not be inconsistent with the terms of any collective bargaining agreement without the written concurrence of the labor organization.
 - e. Shall not use a customer to fill a job opening:
 - i. Where another individual is on layoff from the same or substantially equivalent job, or
 - ii. When the work experience site has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy created by utilizing work experience / subsidized employment.
 - f. No work experience site supervisor or employee will allow the placement of a member of his/her immediate family under his/her supervision that create a situation of nepotism. The customer cannot be related to the employer or any

Revised: August 29, 2013

Workforce Solutions is an equal opportunity employer / program.

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Auxiliary aids and services available upon request to individuals with disabilities.

person who works for the employer in an administrative capacity. Immediate family members may include: wife, husband, mother, father, brother, sister, son, daughter, in-laws, aunt, uncle, cousin, nephew, niece, step-parent or step-child.

- g. May not create jobs for customers in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.
- h. A work experience / subsidized employment customer will not be denied training or other job opportunities and benefits because of race, color, sex, national origin, disability, political affiliation or beliefs or age.
- i. Shall comply with the Americans with Disabilities Act (ADA) and the Drug Free Work Place Act.
- j. A work experience / subsidized employment customer shall not participate in activities that occur in a casino or other gambling establishments, aquarium, zoo, golf course or swimming pool.

IV. Workforce Solutions Responsibilities

Workforce Solutions will:

- 1. Provide group or individual orientation to work experience site's assigned supervisor(s), prior to the assignment of a customer.
- 2. Provide customer compensation for hours worked (refer to section IX of this agreement)
- 3. Provide coverage under Texas Liability Insurance
- 4. Determine accomplishments to be achieved by customer, in coordination with work site
- 5. Conduct a survey for compliance with the Americans with Disabilities Act (ADA)
- 6. Assign a single point of contact to this agreement for questions / concerns.

V. Termination of Customer

Customer(s) must adhere to the work experience site's personnel policies. A work experience site can request that a customer be terminated, for just cause, at any time. Workforce Solutions is available at all times should problems arise, and will attempt to resolve the problem to the work site's satisfaction.

VI. Accidents (Liability Insurance)

Workforce Solutions covers the customer's worker's liability insurance in the event an accident occurs on the work experience site. In case of an accident, the work site must ensure medical services are rendered immediately and notify emergency contact personnel. Work site must

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also notify Workforce Solutions and Unique HR Risk Management Department at (800) 824-8367 within 24 hours of any accident. After hours or on weekends, call (361) 877-3357.

VII. Customer Evaluations

Workforce Solutions and the work experience site supervisor will conduct a joint evaluation of customer's performance once during the length of time the customer is enrolled in the program.

Procedures for Evaluation:

1. The same supervisor must evaluate the customer throughout the work experience period, unless a change in supervisor occurs and is documented.
2. Customer must remain performing the same work throughout the evaluation period.
3. A final evaluation must be completed for each participant as the conclusion of their employment experience.

VIII. Monitoring Activities

Workforce Solutions will monitor the work site for:

1. Procedure and/ or controls to record and maintain accurate time and attendance records.
2. Completed evaluations.
3. General work conditions (safety, sanitary, etc.)
4. Supervisor to customer ratio (if applicable) and the availability of ongoing supervision.
5. Status of work site as an equal opportunity employer and compliance with the ADA.

IX. Customer Compensation

Workforce Solutions will not pay overtime or Holiday pay for customers participating in the work experience / subsidized employment program. Customers participating in the program must be compensated in accordance with the Fair Labor Standards Act.

X. Other

All forms incorporated herein by reference shall be construed as part of this agreement. Workforce Solutions reserve the right to remove customers from the work site if any EEOC violations occur.

XI. Termination of Agreement

This agreement is in effect, when the signature of duly authorized representatives of the work experience / subsidized employment work site and the Workforce Solutions for South Texas are affixed, and shall be in force until terminated in writing by either party.

Work site Representative Authorized Signature / Date

Workforce Solutions Authorized Signature / Date

Authorized Representative (Print Name / Title)

Authorized Representative (Print Name / Title)

ATTEST:

Danny Valdez
Webb County Judge

Margie Ramirez Ibarra
Webb County Clerk

APPROVED AS TO FORM:

Marco A. Montemayor
Webb County Attorney

***By law, the county attorney's office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).**