



Work Experience Worksite Agreement

This will serve as an agreement between the YES! Youth Program, sponsored by SERCO of Texas, the selected contractor, herein after known as (SERCO) for Workforce Solutions Alamo hereinafter known as (WSA), and _____ (Name of Business) hereinafter known as (Worksite)

It is understood that this does not constitute a contract or subcontract, but does encompass a clear understanding of how participants are to be utilized by the worksite and the operational conditions to which the worksite is expected to adhere as follows:

1. The Worksite will provide the supervision, and the necessary equipment, materials, and supplies needed to carry out work assignments.
2. All Worksite's representative and alternate supervisors will be given individual or group orientation in which their duties and responsibilities will be defined in terms of the program and participants. A supervisor must be present at all times when participants are working. The supervisor will keep accurate time and attendance records at the worksite for each participant.
3. Participants will be assigned to work as agreed upon by the Worksite, and SERCO . Youth should be assigned to tasks where they will learn skills that will increase their marketability. Youth are required to work the hours and days as determined by the Worksite and agreed upon by SERCO.
4. The following will be monitored by a SERCO Representative and submitted paperwork such as Timesheets, signed Agreements, and Job Descriptions.
5. The worksite will comply with the YES! Youth Services regulations including but are not limited to: Safety Precautions on the job, Time Sheet regulations, Job Description and Duties.
6. Participant Payroll Wages, Workers' Compensation Insurance, Medicare, and any other applicable payroll expenses will be paid directly to the participant through its contracted agent, SERCO and its PEO: G&A Partners.
7. The maximum participant training wage is \$15.00 per hour. The employer of record is SERCO of Texas PEO G&A Partners.
8. This agreement serves to place the responsibility of upholding the Child Labor Laws on the Worksite. Any violations of the Child Labor Laws shall be the sole responsibility of the Worksite and not that of the Workforce Solutions Alamo Board, SERCO of Texas, SERCO of Texas' PEO: G&A Partners, Texas Workforce Commission, and/or U.S. Dept. of Labor (DOL).
9. In the event of serious or continual worksite conflicts, SERCO of Texas reserves the right to release the youth from participating at the worksite without prior notice.
10. SERCO of Texas Youth Services assigned Career Navigator and/or Business Services Representative will provide ongoing work-related counseling as needed by the participant or as requested by the worksite supervisor.
11. The worksite agrees not to displace a regular employee(s) in order to utilize Youth Program participants.
12. Indemnification: Worksite shall indemnify and hold harmless the contractor SERCO , WSA, and its employees and agents from any loss, liability, claim or damage that may arise from any activities of the worksite, and the worksite shall defend and indemnify Contractor SERCO and WSA from any liability or judgment. Worksite warrants that it has adequate general liability insurance in effect.
13. Parties to this agreement will abide by any, and all workplace requirements established by Worksite for Youth Participants working on its premises, including, without limitation, Worksite's entry requirements. Such requirements may include background checks, substance abuse testing, safety training, and other items required by applicable law or Worksite policy.
14. Pursuant to Texas Government Code 2264.051, a business that applies to receive a public subsidy from a state agency shall certify that the business, or a branch, division or department of the business does not and will not knowingly employ an undocumented worker as defined in *Texas Government Code, 2264.001(4)*.

Name of Worksite: _____ Worksite Representative: _____
(Print Name)

Worksite Address: _____ City/ZIP: _____

Worksite Phone: _____ Tax ID/FEIN# _____ Email: _____

Worksite Representative Signature: _____ Title: _____ Date: _____

SERCO:Signature: _____ Title: _____ Date: _____

Workforce Solutions Alamo is an Equal Opportunity/Employer
Auxiliary aids and services are available upon request to individuals with disabilities.
Relay Texas: 1-800-735-2989 (TDD) or 1-800-735-2988 (Voice)
Revised 10/1/2022.