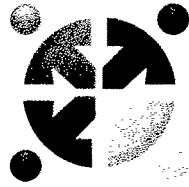


**workforce**  
SOLUTIONS  
a TALENT for BUSINESS

# Workforce Solutions Work Experience Agreement

Workforce Solutions  
3101 W Business 83  
McAllen, Texas 78501  
(956) 928-5000

Workforce Solutions is an equal opportunity employer/program  
TDD/TTY 1-800-735-2989  
Auxiliary Aids and Services Available Upon Request to Individuals with Disabilities



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a TALENT for BUSINESS

Dear Employer:

**Welcome and thank you** for your participation in the Workforce Solutions Work Experience 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 an employer, 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 helping to contribute to our goal of further developing personal and professional strengths within the future employees of the Lower Rio Grande Valley.

We are hopeful that this partnership will be a lasting one so 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,

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Workforce Solutions  
Employer Development Specialist

**WORKFORCE SOLUTIONS  
WORK EXPERIENCE  
AGREEMENT**

*I. Parties to the Agreement*

**Workforce Solutions  
3101 W Business 83  
McAllen, Texas 78501  
(956) 928-5000**

**Contact Person: John Villarreal**

**Employer: HIDALGO COUNTY  
Address: 100 E. CANO  
City: EDINBURG,  
State: TX.  
Zip: 78539  
Phone: 956-292-7000**

**Assigned Supervisor's Name: ESTHER CORTEZ, DIRECTOR  
Effective date of Contract:**

This agreement is made between Workforce Solutions authorized agent, and  
HIDALGO COUNTY

hereafter referred to as "employer", for Work Experience participation under the Workforce Investment Act & Personal Responsibility Act.

For Office Use Only:

Industry: \_\_\_\_\_

Youth Contract #: \_\_\_\_\_

Adult Contract #: \_\_\_\_\_

## ***II. Purpose of the Program***

The purpose of the Workforce Solutions Work Experience activity is to provide opportunities to customers with limited or no work experience and effective comprehensive services that improve leadership abilities and provide customers with exposure to the world of work, these services will improve employability of customers to ensure self-sufficiency is achieved.

This program serves Youth (ages 16 to 21) and Adults (ages 18 and older). Wages are paid by Workforce Solutions (except as stated under IX.1) Employer is not required to retain the customer upon completion of the program but is encouraged to consider retaining the customer.

## ***III. Employer Conditions and Requirements***

The following responsibilities are made a part of this agreement.

1. Employer's assigned supervisor(s) must go through a supervisor's orientation.
2. Submit a written job description/expected performance (will become part of agreement).
3. Provide supervision (and if required), safety training, supplies and equipment to perform the work.
4. Accurately report work hours using workforce supplied time sheets.
6. Evaluate each customer's performance.
7. Contact Workforce Solutions contact person when customer or training related problems occur.
8. Notify Workforce Solutions if or when change in supervision occurs.
9. An Employer:
  - May not displace a current employee to replace with a Work Experience Customer (including partial displacement such as reduction in the hours or overtime work, wages, or employment benefits).
  - May not assign customers to perform work that: a.) engages in political patronage, lobbying or other political activities; b.) are of a religious or anti-religious facility; or c.) to any tasks not allowed under Child Labor Laws.
  - Must comply with the Non-Traditional Employment Act of 1991.
  - May not compromise existing contracts for services or collective bargaining agreement, and the Work Experience customer may not be inconsistent with the terms of any collective bargaining agreement without the written concurrence of the labor organization.
  - Shall not use a customer to fill a job opening (1) when another individual is on layoff from the same or substantially equivalent job, or (2) 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 utilizing Work Experience whose wages are subsidized at current minimum wage level
  - No employer officer or employee will allow the placement of a member of his/her immediate family under his/her supervision. Immediate family includes: wife, husband, mother, father, brother, sister, son, daughter, brother-in-law, sister-in-law, aunt, uncle, cousin, nephew, niece, step-parent or step-child.
  - May not create jobs for customer in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.
  - A Work Experience 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.
  - Shall comply with the Americans with Disabilities Act (ADA), and the Drug Free Work Place Act.

#### ***IV. Workforce Solutions' Responsibilities***

Workforce Solutions will:

1. Provide group or individual orientation to employer'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 Workers Compensation
4. Determine accomplishments to be achieved by customer, in coordination with employer
5. Conduct a survey for compliance with the ADA.
6. Assign a single point of contact assigned to this agreement for questions/concerns.

#### ***V. Termination of Customer***

Customer(s) must adhere to Employer's personnel policies. An employer 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 employer's satisfaction.

#### ***VI. Accidents (Worker's Compensation)***

Workforce Solutions covers the customer's worker's compensation insurance in the event an accident occurs on the employer's work-site. In case of an accident, the employer must ensure medical services are rendered immediately and notify emergency contact persons. Employer must also notify Workforce Solutions and Express Employment Professionals, (Lola Hernandez or Carmen Gaitan) at 956-664-9675 within 24hrs of any accident.

#### ***VII. Customer Evaluations***

Workforce Solutions and worksite supervisor will conduct a joint evaluation of customer's performance every ninety days while enrolled in the program.

#### **PROCEDURES FOR EVALUATION:**

1. The same supervisor must evaluate the customer throughout the work experience period, unless a change in supervisors 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 at the conclusion of their employment experience.

**VIII. Monitoring Activities**

Workforce Solutions will monitor work site for:

- 1. Procedures 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 presence of supervision.
- 5. Status of work-site as an equal employment opportunity employer, and compliance with ADA.

**IX. Customer Compensation**

- 1. Workforce Solutions does not pay overtime and Holiday hours for customers.
- 2. Customers will be compensated in accordance with the Fair Labor Standards Act.

**X. Other**

- 1. All forms incorporated herein by reference shall be construed as part of this agreement.
- 2. Workforce Solutions reserves the right to remove customers from Employer's worksite(s) if any EEOC violations occur.

**Termination of Agreement**

This agreement is in effect, when the signatures of duly authorized representatives of the Work Site Training Provider and Workforce Solutions are affixed, and shall be in force until terminated in writing by either party.

By: \_\_\_\_\_  
Employer Authorized Signature/Date  
**Juan D. Salinas, III County Judge**

\_\_\_\_\_  
**Workforce Solutions Authorized Signature/Date**

Esther A. Cortez, Director  
**Authorized Representative**  
(Type/Print Name/Title)

\_\_\_\_\_  
**Authorized Representative**  
(Type/Print Name/Title)

APPROVED AS TO FORM

Attest:

By Antonio Mendoza  
**Antonio Mendoza,**  
Asst. Criminal District Attorney

\_\_\_\_\_  
**Arturo Guajardo, Jr.**

Date: 3-19-09