

**NON-FINANCIAL COOPERATIVE AGREEMENT FOR WORK SKILLS
BETWEEN**

Hidalgo County

(EMPLOYING WORKFARE/COMMUNITY SERVICE WORKSITE)

**AND
WORKFORCE SOLUTIONS**

This non-financial agreement is entered into by the Placement Organization and the Workforce Solutions Center.

1. AUTHORITY

The parties are authorized to enter into this non-financial agreement by Chapter 301 of the Labor Code, Part 20 TAC Chapter 811, and Chapter 22 of the Human Resources Code, which created the Community Work Experience Program.

2. PERIOD OF AGREEMENT

This agreement becomes effective on the date signed by the Workforce Solutions representative and will continue in effect until terminated by mutual agreement of both parties or by one party giving 30 days notice to the other party.

3. PURPOSE

3.1 The purpose of this agreement is to establish expectations and procedures for the provision of work skills training to Workforce Solutions participants. The work skills training may be provided at the different sites operated by the Placement Organization. This training will prepare recipients for employment with this Placement Organization, but there is no guarantee of employment upon completion of the training. Performance by the recipient under this agreement will not be the basis for any payment to the recipient.

3.2 Work Skills is a training and work experience opportunity involving placement of program participants in positions with designated hours, tasks, and staff supervision in federal Head Start programs, state agencies (including institutions of higher education), other entities of state or local government, or private sector or nonprofit organizations or foundations. The purpose of work skills for the participants is to provide time-limited, actual "hands-on" training and employment experience relevant to a participant's employment goal and service needs, which will be assessed on an ongoing basis. In addition to learning about specific job skills,

participants also gain experience as an "employee" and learn about work place expectations and behaviors.

- 3.3** Assignments in work skills will generally be limited to six months regardless of the number of hours per week the participant is engaged in this activity. A work skills position may be extended beyond six months if a decision is made that there are additional specific experiences, training, or skills that will be obtained or provided which will enhance the participant's employability, and a target date is determined for the participant to complete the activity.
- 3.4** A second work skills position may be considered for an individual participant if it is determined that the second work skills activity will provide additional specific experiences, training, or skills which will enhance the participant's employability.
- 3.5** Participants will be assigned to work a specific number of hours per month. The participant's scheduled hours will be determined by the Workforce Solutions center staff. The work skills assignment combined with other activities will average 30-40 hours per week.
- 3.6** Planning and scheduling of the time frame and hours of participation in work skills are based on an agreement between the Placement Organization and Workforce Solutions Center staff. The Placement Organization and the Workforce Solutions Center staff will mutually agree upon the appropriate length of time and hours per week needed for a participant to gain work skills in the specific position. Generally, a work skills assignment that extends beyond three months should be based on a review of the participant's progress and a decision that continued work experience is conducive to the employment goal, the participant's overall employment plan, and the needs of the placement organization.

4. WORKFORCE SOLUTIONS CENTER STAFF EXPECTATIONS

- 4.1** Workforce Solutions Center staff will provide the Placement Organization information about reporting requirements, program expectations of participants, problem resolution procedures and other procedural information that may be needed for the successful operation of this project.
- 4.2** After work skills are established for a participant, but before the participant begins the work skills assignment, Workforce Solutions Center staff must discuss with the participant the expectations of the work skills assignment. The discussion should include, but is not limited to, the following:
 - _ An overview of the work skills assignment for the participant;
 - _ There is no guarantee of paid employment with the Placement Organization at the end of the work skills assignment, but the experience and training will enhance the client's competitiveness within the local labor market and will likely lead to employment;

- The roles and responsibilities of the Placement Organization and the assigned supervisor;
 - The roles and responsibilities of the participant while engaged in work skills assignment; and,
 - The roles of the Workforce Solutions Center staff during the work skills assignment.
- 4.3** The Workforce Solutions Center has grievance procedures for resolving complaints by regular placement organization employees who complain that the work assignment of a participant violates the applicable federal regulations.
- 4.4** The Workforce Solutions Center has grievance procedures for resolving complaints by or on behalf of participants in any work-related programs and activities with respect to on-the-job working conditions.
- 4.5** Participants alleging discrimination may choose to have their complaints processed as a program dispute, as a violation of other applicable state and local laws prohibiting discrimination, or as a violation of 45 CFR parts 80, 84 and 91.

5. PARTICIPANT EXPECTATIONS

- 5.1** When the work skills assignment is established, the participant is expected to:
- adhere to the same work rules as paid employees;
 - adhere to prescribed work skills assignment hours and time frames;
 - ask supervisor for instruction if assignment is unclear and report to the supervisor before performing any unassigned tasks;
 - be cooperative and avoid causing disruptions in the work place;
 - dress appropriately for the job duties assigned, based on the supervisor's recommendations;
 - notify the supervisor and the Workforce Solutions Center staff if planning to resign before the placement is scheduled to end;
 - Consider the supervisor as the primary point of contact regarding the work skills assignment. The Workforce Solutions Center staff should be contacted if issues cannot be resolved between the Placement Organization and the participant;

- _ abide by confidentiality requirements concerning customer information when the assigned duties provide a participant access to information regarding other Workforce Solutions Center customer or customers of other service providers where confidentiality rights are protected;
- _ report to their assigned Workforce Center staff daily, as agreed upon on their Individual Employment Plan (IEP);
- _ immediately report any paid employment to Workforce Center staff and to their assigned HHSC worker.

6. PLACEMENT ORGANIZATION EXPECTATIONS

6.1 The Placement Organization will accept a participant referred by Workforce Center staff and agrees to:

- _ develop job descriptions that are relevant to paid positions in the Placement Organization or that are available in the community. The Placement Organization will also give consideration to hiring qualified participants currently or previously engaged in work skills with the Placement Organization when opportunities for employment arise;
- _ provide the participant an orientation consisting of the following information:
 - the name of the designated supervisor
 - a written job description, duties, goals, and expectations
 - description of the specific area of work skills assignment
 - starting date, time, and duration of work skills assignment
 - assigned schedule
 - location of work space
 - procedures for obtaining needed supplies
 - location of parking, restrooms, water fountains, break rooms, etc.
 - lunch and break schedules
 - holiday schedule, if appropriate
 - work rules
 - workplace safety
 - security and confidentiality
- _ provide formal or ongoing on-the-job training as appropriate to the assigned job;
- _ provide supervision to the participant through a designated supervisor for the duration of the work skills assignment with regular and frequent evaluation of performance;
- _ maintain regular contact with the Workforce Solutions center staff to enable the staff to track and monitor the participation;

- provide the same health and safety standards established under state and federal law that apply to other individuals in similar activities;
- require agreement of the participant and Workforce Center staff for assignments requiring commuting time of more than two hours or assignments requiring overnight stay;
- comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), The Americans with Disabilities Act of 1990 (Public Law 101-336), and all amendments to each, and all requirements imposed by the regulations issued pursuant to these Acts. In addition, the Placement Organization agrees to comply with Title 40, Chapter 73, of the Texas Administrative Code. These regulations provide, in part, that no persons in the United States shall, on the grounds of race, color, national origin, sex, age, disability, political beliefs or religion, be excluded from participation in, or denied, any aid, care, services or other benefits provided by Federal and/or State funding, or otherwise be subjected to discrimination;
- comply with Texas Revised Civil Statutes, Article 4419b-4, Sections 5.03 and 5.04 (relating to workplace and confidentiality guidelines regarding AIDS and HIV);
- not breach client confidentiality or release information on cases under this agreement without obtaining prior approval from the Workforce Solutions Center staff;
- not involve participants, as part of their work skills, in political campaigns, political parties or the political activities of the Placement Organization.

6.2.1 The work skills activity must not result in the displacement, including partial displacement, of any currently employed worker or position. The work skills activity must not impair existing contracts for services or collective bargaining agreements. It must not result in the employment or assignment of a participant or the filling of a position when any other person is on layoff from the same or substantially equivalent job within the same organizational unit or when an employer has terminated or otherwise reduced its work force. The work skills activity must not infringe in any way on promotional opportunities of any currently employed individual.

6.2.2 The Employing workfare/community service worksite (Placement Organization) is **required to have liability insurance to cover any injuries the participant might incur while working at their work site.**

7. REFERRAL AND FEEDBACK PROCESS

7.1 The Placement Organization will prepare a list of duties for each type of job covered in this agreement. The job description will include minimum qualifications required,

training that will be provided, supervisory support, and information about the potential earnings and benefit coverage for regular employees in this position. The Placement Organization will notify Workforce Solutions Center staff of available work skills positions by sending the list of duties to the appropriate Center Manager. Center Managers will notify Workforce Solutions Center staff of the placement opportunity. Workforce Solutions Center staff will then contact the Placement Organization to open a job order and refer qualified job candidates including program participants.

- 7.2** The Workforce Solutions Center staff will work the job order and match the job description on the work order form to a Workforce Solutions customer, including the program participant, capable of performing the tasks on a regular basis, considering physical capacity, skills, experience, family responsibilities, place of residence, transportation, child care and other supportive needs. Referral will be made on the Referral for Employing Workfare/Community Service Worksite.
- 7.3** The Workforce Solutions Center staff will ensure that the participant and the representative of the Placement Organization sign Form 2740, Work Skills Agreement, to document understanding of their expectations. Additional written expectations or procedures may be attached as appropriate. The information on the form will be discussed with the participant prior to referral to the Placement Organization.
- 7.4** The Placement Organization will report hours of work for each participant to the appropriate Workforce Solutions Center staff.
- 7.5** Representatives of the Placement Organization and the Workforce Solutions Center will meet as needed to assess the activities conducted under this agreement and to make necessary adjustments to improve results.

AGREED TO:

Placement Organization Name

Description of Placement Organization

Charitable Choices, Faith-Based, & Community-Based Services

Location/Physical Address

Mailing Address

Phone Number

Fax Number

Contact Person

Placement Organization:

Workforce Solutions:

Signature and Date

Signature and Date

Name: _____

Name: **Tozi Tijerina**

Title: _____

Title: **Project Director**

Contract Developed By:

Workforce Solutions
Workforce Center

Rolando X. Perez / B.S.R.
Workforce Center Staff

Workforce Center Manager