

WORKFORCE SOLUTIONS FOR NORTH CENTRAL TEXAS - WORKSITE AGREEMENT

COUNTY: Collin

This Agreement shall commence upon signing and expire upon 30 days written notice. WORKFORCE SOLUTIONS FOR NORTH CENTRAL TEXAS (WSNCT) and Collin County as the worksite agency, hereinafter called the "Worksite" agree to the following terms of this Agreement. Actual dates of work experience for each participant will be provided to the worksite.

Work experience is intended to help participants acquire work-related knowledge and skills. In addition to skill development, considerable emphasis is placed on the development of good work habits, responsibility, and ethical behavior in business and the overall world of work. This, in turn, will help the participant become more marketable while at the same time providing the Worksite with a valuable temporary employee.

Participants referred by WSNCT to the Worksite are to be given job functions to perform under the guidance and supervision of the Worksite in accordance with the assigned job description. No legal employer-employee relationship is created or exists between the Worksite and the participant. Worksite participation is voluntary and the worksite agency will not be reimbursed for such services.

RESPONSIBILITIES OF THE WORKSITE

The Worksite accepts and agrees that it shall:

- A. Direct and supervise participants' work activities in accordance with the job description(s) attached to this Agreement.
- B. Assure it will have adequate staff who has received orientation and training from WSNCT to provide on-site supervision of participants.
- C. Assign worthwhile and meaningful work to participants the entire time they are at the worksite and train the participants in job performance.
- D. Discuss informally with participants any job-related problems.
- E. Contact the WIA Youth participant's Personal Services Representative to help youth with personal or recurring work problems.
- F. Be accountable for maintaining participant time sheets daily by keeping accurate attendance rosters, supervising the proper completion of time sheets by each participant, and certifying and signing participant time sheets if all requirements are met.
- G. Ensure that participants do not exceed authorized working hours as noted on each participant's job description.
- H. Ensure that work conditions are safe and that participants work safely.
- I. Inform WSNCT immediately should an accident or injury occur at the worksite affecting or involving a participant.
- J. Assure that the child labor provisions of the Fair Labor Standards Act are followed.
- K. Not discriminate against any participant because of race, color, religion, sex, national origin, or disability.
- L. Notify WSNCT of any changes to required work hours, job description, or if the work has been completed and the job needs to be ended.
- M. Allow WSNCT to visit the jobsite(s), monitor activities, report problems, require corrective action or remove participants if necessary.

RESPONSIBILITIES OF THE PROGRAM ADMINISTRATOR

WSNCT accepts and agrees that it shall:

- A. Provide each person involved in the day-to-day supervision (including temporary supervisors) with orientation and training on the program.
- B. Recruit, enroll, and refer participant(s) to the Worksite.
- C. Assist supervisors in resolving any problems concerning the participants' performance on the job.
- D. Provide counseling and supportive services to participants.
- E. Hear all grievances concerning participant's performance at the worksite.
- F. Monitor worksites for compliance with this Agreement and with State and Federal regulations.

Unique HR is by virtue of a Contractual Joint Venture Agreement between Workforce Network Incorporated and Unique HR, the Employer of Record and provides Workers' Compensation Insurance for all program participants enrolled in a Work Experience activity sponsored by Workforce Solutions for North Central Texas Board.

IN WITNESS THEREOF, the parties hereto having agreed to execute this Agreement and perform the responsibilities specified herein have made and executed this Agreement on the respective dates under each signature. Attachment A and Attachment B are incorporated herein by reference.

AGENCY:

[Signature]
Signature

WSNCT:

[Signature]
Signature

Collin County 2300 Bloomdale Rd, McKinney TX 75071
Business Name, Address and Phone Number

Karla Hanks
Name

County Judge
Title

Youth Specialist
Title

Date

6-7-10
Date

WORKFORCE SOLUTIONS FOR NORTH CENTRAL TEXAS - WORKSITE AGREEMENT
ATTACHMENT A - ASSURANCES

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HUMAN RESOURCES

WORKFORCE INVESTMENT ACT

The Worksite agrees that it will comply with the current Workforce Investment Act as amended, and with all other applicable Federal, State, and local laws and regulations while performing the activities specified in this contract. Copies of the Act and the Regulations are available at the local Workforce Solutions for North Central Texas.

SECTARIAN ACTIVITIES

The worksite shall ensure that no funds under this Contract are expended for participation in sectarian worship, instruction or proselytization. This provision shall not be interpreted to prohibit the worksite from contracting for goods or services with any religious institution or entity.

DISPLACEMENT/INFRINGEMENT ON PROMOTIONAL OPPORTUNITIES

In order to participate as a worksite, the employer attests to the following:

- A. No WIA Participants assigned to the worksite are related to the owner, partners, or corporate officials of the participating employer.
- B. No WIA Participants assigned to the worksite are former employees of the participating employer.
- C. The WIA Participant did not displace any non-economically disadvantaged youth from being hired by the participating employer.
- D. The WIA Participant did not displace (including partial displacement, such as a reduction in the hours of no overtime work, wages, or employment benefits) any currently employed employee.
- E. Existing contracts for services or collective bargaining agreements are not impaired.
- F. A WIA Participant will not be employed in or assigned to a job if:
 - 1. Any other individual is on layoff from the same or any substantially equivalent job.
 - 2. The employer has terminated the employment of any regular, unsubsidized employee or otherwise caused an involuntary reduction in its workforce with the intention of filling the vacancy so created with the WIA participant.
 - 3. The job is created in a promotional line that infringes in any way on the promotional opportunities of currently employed workers.
 - 4. Regular employees and WIA program participants alleging displacement may file a complaint under applicable grievance procedures found the Code of Federal Regulations, Title 20, Chapter v, Part 667, Section 667.600 (WIA Section 181).

NONDISCRIMINATION

As a condition to the Worksite Agreement, the recipient assures, with respect to the operation of the WIA-funded program or activity, that it will comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Investment Act of 1998 (WIA), including the Non-traditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing these laws.

SAFETY

The following conditions will be met to help prevent accidents:

- A. When funding is available to place younger youth, participants 14 and 15 years of age cannot be assigned work involving power driven mowers or cutters.
- B. Necessary precautions must be taken to ensure a safe worksite.
- C. Youth under 18 cannot be assigned work that requires heavy lifting.
- D. Youth involved in moderate lifting must be instructed in "safe" lifting procedures and be closely supervised.
- E. Youth assigned a job requiring safety equipment must have access to this equipment, oriented on its use, and monitored for appropriate use.
- F. Youth working in painting, ground work, light maintenance, etc., must be supervised closely either individually or in groups not to exceed six per supervisor.

AGENCY:

[Handwritten Signature]
Signature

WSNCT:

[Handwritten Signature]
Signature

Collin County 2300 Blomdale Rd, McKinney
Business Name, Address and Phone Number TX 75071

[Handwritten Name]
Name

County Judge
Title

Youth Specialist
Title

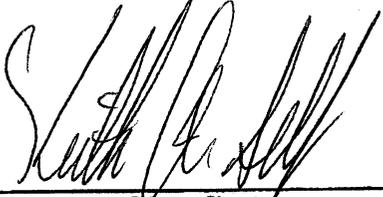
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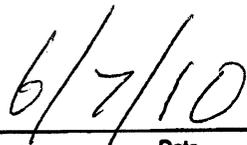
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**WORKFORCE SOLUTIONS FOR NORTH CENTRAL TEXAS - WORKSITE AGREEMENT
ATTACHMENT B - ADDENDUM: SUMMER YOUTH 2010**

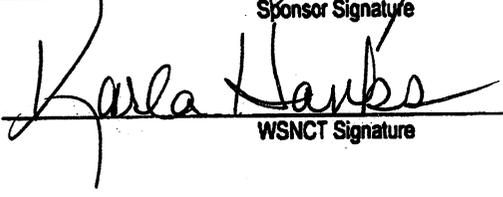
In accordance with state guidelines, the NCTWDB will not enter into a Summer Work Experience contract with any employer whose supervisory staff, in totality or individually, is supported by federal funding. Failure to comply may result in termination of the Work Experience contract. By signing, the worksite administrator attests that supervisory staff assigned to work experience participants are not supported by federal funds.



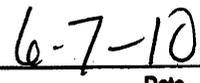
Sponsor Signature



Date



WSNCT Signature



Date