

WORKFORCE SOLUTIONS FOR NORTH CENTRAL TEXAS - WIA YOUTH PROGRAM WORKSITE AGREEMENT

COUNTY: Collin

This Agreement shall commence upon signing and expire on September 30, 2009, **WORKFORCE SOLUTIONS FOR NORTH CENTRAL TEXAS (WSNCT)** and Collin County as the worksite agency, hereinafter called the "Worksite" agrees to the following terms of this Agreement to be funded from the US DOL Workforce Investment Act (WIA) Youth Program. **Actual dates of work experience for each participant will be provided to the worksite.**

The purpose of this Agreement is to identify and establish temporary work to provide well-supervised work experience, leadership development, an orientation to the world of work, and career exploration. The purpose of the WIA Youth Program is to provide a systematic approach that offers youth a broad range of coordinated services to assist them in reaching their academic and occupational goals.

This WIA Youth Program activity shall consist of temporary work, wherein a participant referred by WSNCT to the Worksite is 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. Act as the Employer of Record for the participants and pay participant wages for all actual hours worked.
- G. Monitor worksites for compliance with this Agreement and with State and Federal regulations.

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.

WORKSITE AGENCY:

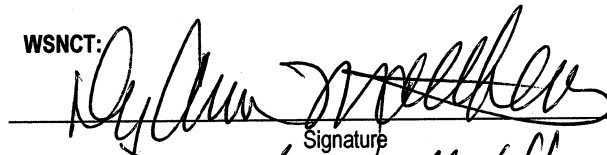

Signature

Keith Self
2300 Bloomdale Rd, McKinney, TX 75071
Printed Name and Address

County Judge
Title

May 18, 2009
Date

WSNCT:


Signature

Dylan Matthews
Name

Y.O.T.
Title

6-4-09
Date

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

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

Participants shall not be assigned, directly or indirectly, in construction, operation, or maintenance of any facility that is used or is to be used for religious or anti-religious instruction, worship or workshop.

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. Youth 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.

WORKSITE AGENCY:

Keith Self

Signature

2300 Blomdale Rd, McKinney, TX 75071

Printed Name and Address

County Judge

Title

May 18, 2009

Date

WSNOT:

Dy Ann Matthews

Signature

Dy Ann Matthews

Name

K.O.T.

Title

6-9-09

Date

WORKFORCE SOLUTIONS FOR NORTH CENTRAL TEXAS - WIA YOUTH PROGRAM
WORKSITE AGREEMENT

ATTACHMENT B - JOB DESCRIPTION

A separate Attachment B must be completed for each youth at the worksite.

WIA Youth Participant's Name: Multiple youth

WIA Youth Participant's Age: 14-24 years of age

Youth is authorized to work: No more than 35 hours per week for an initial 150 hours with the option to add another 130 hours for a maximum of 280 hours total for the Work Experience assignment.

Beginning on June 18, 2009 until September 30, 2009
or until the maximum number of Work Experience hours has been reached, whichever occurs first.

Schedule of WIA Youth Participant's Working Hours:

During each half of the workday, WIA Youth participants are entitled to 15 minutes of paid break time. The two break times can be taken in a 15-minute interval or divided incrementally as appropriate for the worksite. Youth cannot arrive late or depart early in lieu of break time. It is the responsibility of the worksite to ensure the receipt of breaks and adequate supervision during break time.

| SCHEDULE | Sun | Mon | Tues | Wed | Thurs | Fri | Sat |
|------------------|-----|-----------------------------------------------------------|------|-----|-------|-----|-----|
| Time In: | | Youth in several departments will have various schedules. | | | | | |
| Length of Lunch: | | | | | | | |
| Time Out: | | | | | | | |
| Hours/Day | | | | | | | |

Comments or Special Circumstances: _____

WIA Youth Participant's Job Title: Job Titles will vary.

WIA Youth Participant's Job Description: Job Titles will vary depending on department / office.

List any supplies, uniforms, equipment, background check, etc. required for this position: Drug Screening, Back ground check on all youth.

WORKSITE AGENCY: Keith Sully
Signature

2300 Bloomdale Rd. Suite 4117
Printed Name and Address
McKinney, TX 75071

County Judge
Title

June 9, 2009
Date

WSNCT: DyAnn Matthews
Signature

DyAnn Matthews
Name

Y.O.T.
Title

6-9-09
Date