



## WORK EXPERIENCE AGREEMENT

Employer Name		Worksite Location		Job Title	
Participant Name		Start Date		End Date (on or about)	
Hourly Pay Rate		Maximum Hours:		Maximum Value:	

Workday	<i>SUN</i>	<i>MON</i>	<i>TUE</i>	<i>WED</i>	<i>THUR</i>	<i>FRI</i>	<i>SAT</i>
Daily Work Schedule	am	am	am	am	am	am	am
	pm	pm	pm	pm	pm	pm	pm
Total Scheduled Hours Per Week (Not to Exceed 40 Hours):							

**Job Description and Duties: (as provided by employer & validated by WSB)**

## EMPLOYER (WORK SITE) ROLES AND RESPONSIBILITIES

Main Point of Contact – Immediate Supervisor		Phone Number:		Email:	
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### Responsibilities of WORKSITE:

1. **WORKSITE** assures that **Workforce Solutions Borderplex** Participants will receive meaningful work experience in a fully supervised and safe working environment.
2. **WORKSITE** agrees to provide one (1) **WORKSITE** supervisor for Participants and designate at least a single alternate supervisor. The **WORKSITE** supervisor, whose qualifications are commensurate with the job specifications, shall be present during Employee Participant's hours of work. In addition,



- **WORKSITE** will comply with the regulations set forth in the Supervisor Handbook.
  - Work hours may vary based on the needs of the **WORKSITE**, **up to 40 hours per week**
  - No Employee Participant shall work for more hours than stipulated under the terms of the AGREEMENT. At no time shall an Employee Participant be required to work, or be compensated for work in excess of 40 hours of work per week. **Any compensation for work that may occur in excess of 40 hours shall be the sole responsibility of the WORKSITE, and paid by the WORKSITE in accordance with applicable laws or regulations governing wages and hours, to include but not limited to rules set forth by the Fair Labor Standards Act (FLSA).**
  - **WORKSITE** shall have sufficient equipment and materials to perform the assigned job and sufficient meaningful work to occupy Employee Participant time during working hours.
  - **WORKSITE** supervisor or alternate supervisor shall sign time and attendance records on a weekly basis, verifying the accuracy of time worked. **WORKSITE** agrees to accept direct financial responsibility for overpayment of wages resulting from negligence and/or misrepresentation of actual time worked.
  - **WORKSITE** supervisor shall meet one-on-one with Employee Participant at least once a week to discuss Employee Participant's progress and complete the performance appraisal as required.
  - **WORKSITE** supervisor shall provide feedback through a Workforce Evaluation form to **Workforce Solutions**  
Borderplex staff during the participants third week of work experience/internship.
  - **WORKSITE** supervisor shall provide a completion report form to **Workforce Solutions Borderplex** staff once the participants work experience/internship has been completed.
  - **WORKSITE** will agree to comply with all employment laws.
  - **WORKSITE** will agree to accept the Non-Disclosure agreement provided in Appendix A.
3. **WORKSITE** agrees to post job description, emergency contact information and Child Labor Law poster in the work area of each Employee Participant. An alternate plan in case of inclement weather shall be listed on the job description of any assignment that involves mostly outdoor employment.
4. **WORKSITE** agrees to maintain the confidentiality of any and all information regarding Participants or their immediate families. **WORKSITE** shall not release any information to any other agency, entity, person or business without the specific approval of the Employee Participant's parent or guardian. In the event that **WORKSITE** receives a request under the Texas Public Information Act related to such information, **WORKSITE** agrees to notify Workforce Solutions so that interested parties may contact the Attorney General of Texas regarding the potential release of such information.
5. **Records and Reports:** At such times and in such forms as the Federal Government, State, or the **Workforce Solutions Borderplex** may require, the **WORKSITE** shall furnish statements, records, reports, data, and/or information pertaining to matters covered by the AGREEMENT, or related to implementation of the AGREEMENT.
6. **Project Monitoring and Project Close-Out:** At any time during the term of this AGREEMENT, **WORKSITE** shall permit the Secretary of Labor, the Comptroller General, **Workforce Solutions**



**Borderplex** or their authorized representative to monitor project performance pursuant to the terms of this **AGREEMENT**.

7. **Work Environment:** As our Work Experience and Subsidized Employment participants are provided through a federally funded work readiness program, we are required to provide a safe and healthy work environment. As a Worksite Employer for participants of this program, please certify that you:
- Promote frequent and thorough hand washing, including by providing workers, customers, and worksite visitors with a place to wash their hands. If soap and running water are not immediately available, provide alcohol-based hand rubs containing at least 60% alcohol.
  - Encourage workers to stay home if they are sick.
  - Encourage respiratory etiquette, including covering coughs and sneezes.
  - Provide customers and the public with tissues and trash receptacles.
  - Encourage physical distance among employees and between employees and others if state and local health authorities recommend the use of social distancing strategies.
  - Discourage workers from using other workers' phones, desks, offices, or other work tools and equipment, when possible.
  - Maintain regular housekeeping practices including routine cleaning and disinfecting of surfaces, equipment and other elements of the work environment.
  - Provide Personal Protective Equipment (PPE), such as masks and gloves, as needed.
  - Maintain policies requiring employees to report when they are sick or experiencing symptoms of COVID-19.
  - Notify workers and Grant Associates if anyone at the worksite is diagnosed with COVID-19

## **PARTICIPANT ROLES AND RESPONSIBILITIES**

**Include any other role & responsibilities, like reporting to work on time and as instructed, communicate with Case Manager with any questions or supportive services, etc...**

### **Nondisclosure Agreement (NDA)**

As part of your opportunity to participate in the Work Experience Program through Workforce Solutions Borderplex ("WSB") and its contractors and partners, you will have access to Confidential Information of the Worksite where you are assigned for your internship and work experience.

This Workforce Program Participant Nondisclosure Agreement (NDA) is written as an agreement between you, on the one hand, the WSB, on the other, to protect any Confidential Information of the Worksite where you perform your work experience.



An NDA is a binding contract to prevent sensitive information being disclosed. This NDA is a promise by you not to talk about, post on social media, discuss with family/friends, or otherwise publish Confidential Information from your Worksite. An NDA is often referred to as a “confidentiality agreement.”

The Confidential Information of your Worksite includes any type of data, information, or documentation (in electronic or paper form) that is treated as confidential under the law or by your Worksite. Confidential Information includes any personal information about others you obtain through your Worksite that would constitute an invasion of privacy for you to discuss or release outside of work. Confidential Information includes private or sensitive internal business and operational information for your Worksite. Examples of Confidential Information protected by this NDA are:

- Names, addresses, telephone numbers, and emails of customers, suppliers, participants
- Any private personal information of others, such as dates of birth, social security numbers, driver’s license numbers, family membership, income, health information, insurance information, test results, financial information.
- Internal corporate information such as financial information, sales information, strategies, legal matters, auditor information.
- Trade secrets, meaning any type of device, plan, program, app, that was developed and owned by your Worksite for its business.
- Business plans or strategies.

In return for WSB’s agreement to provide you with a paid Work Experience, you agree in return to keep your Worksite’s Confidential Information strictly confidential.

By your signature below, you are confirming that you have read, reviewed, and agree that:

- You will keep your Worksite’s Confidential Information in strict confidence, protect the security, integrity, and confidentiality of the Confidential Information and not permit unauthorized access to or unauthorized use, disclosure, publication, or dissemination of Confidential Information.
- You understand and agree that your Worksite owns its Confidential Information. This means you cannot use or take Confidential Information with you at the end of your Work Experience.
- You agree not to make unauthorized copies of or take Confidential Information and that you will not retain or keep any Confidential Information after your Work Experience ends.
- The obligation to keep Confidential Information confidential extends beyond your Work Experience for a minimum period of 10 years.
- Violations of this NDA may lead to financial penalties and termination of your Work Experience.

This NDA is in addition to any policies or agreements provided by your Worksite, and supplements any applicable law governing the confidentiality of your Worksite’s information or property.



## WORKFORCE SOLUTIONS BORDERPLEX ROLES AND RESPONSIBILITIES

1. Workforce Solutions shall identify and refer Participants to the WORKSITE and shall provide subsequent support and assistance to the WORKSITE as needed during the operation of this program:
  - Provide case management to the Participants and identify barrier to employment for successful completion.
  - Support of general supervision to include ongoing feedback to both WORKSITE and supervisor.
2. Grant Associates designated subcontractor shall provide check-writing or electronic transfer of payroll services for Participant work activity according to a standard payroll schedule. Grant Associates designated subcontractor shall retain personnel files on all with the following contents:
  - Certificate of I-9/Employment Eligibility
  - Copy of Social Security Card
  - Participant Pay Rate
  - Signed Acknowledgement Grievance/Complaint Procedure
  - Consent for Criminal Background Check
  - Pre-Employment Drug Screening Information (or Waiver thereof) Management of critical incidents as the employer of record.
  - Timesheet management to include receipt and processing of said documents.
  - Worksite injury and Workers' Compensation coordination.
  - Review of worksite safety to include compliance with Wage and Hour and Federal/State Labor Law requirements.
3. Workforce Solutions will supply time sheets and performance appraisal templates.
4. Grant Associates designated subcontractor shall be considered the employer of record for the Participants placed on worksites per this Agreement and be responsible for all compensation to the Participants for work experience/internship activities at a WORKSITE location. In addition, Grant Associates designated subcontractor will assume responsibility for Workers' Compensation liability. The Grant Associates designated subcontractor will agree to comply with all employment laws and be solely responsible for any employment-related claims by the participants.
5. Workforce Solutions Borderplex will conduct a job analysis prior to the placement of an Employee Participant in work experience/internship, and develop a job description and specifications, if they do not already exist.



## ALL PARTIES AGREEMENT

This AGREEMENT is entered into between \_hereinafter referred to as the work experience/internship “WORKSITE,” and Workforce Solutions Borderplex, a non-profit corporation organized under the laws of the State of Texas hereafter referred to as “Workforce Solutions Borderplex.”

WITNESSETH:

It is the intent of this AGREEMENT to provide Workforce Solutions Borderplex and the WORKSITE an overview of the administrative and operational structure for the employment component of the work experience/internship program. Working with the targeted populations in the Local Workforce Development Area, Workforce Solutions Borderplex has received under contract federal funds to support an area work experience/internship program for eligible participants using non-profit, public and private employer worksites.

WHEREAS, The Congress of the United States has enacted the Workforce Innovation and Opportunity Act of 2014, Public Law 113- 128 (H.R. 803), hereinafter referred to as the “ACT”; and,

WHEREAS, Grant Associates has entered into a financial agreement with the Workforce Solutions Borderplex Workforce Development Board to provide for the delivery of services in local area for the operation of a work experience/internship program, and,

WHEREAS, Grant Associates designated subcontractor shall be considered the employer of record for the Participants placed on worksites per this Agreement and be responsible for all compensation to the Participants for work experience/internship activities at a WORKSITE location.

WHEREAS, the Local Area’s plan identifies a need for an employment program offering Work Experience/Internships for eligible and identified participants; and,

WHEREAS, Grant Associates designated subcontractor is ready, willing and able to provide payroll services and Workers’ Compensation coverage for this experience for those Participants working at the WORKSITE locations as the Employer of Record,

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained in this AGREEMENT, and subject to the terms, conditions and assurances as herein set forth, the parties do hereby agree as follows:

### **B. GENERAL TERMS**

#### **Agreement Period:**

The term of this Agreement will be from the date of the last signature below and shall continue for a period as outlined in the agreement. Thereafter, this Agreement will automatically renew on a year-to-year basis, not to exceed three (3) year renewals.





#### Provisions:

If any provisions of this AGREEMENT are found to be in violation of local, state, or federal rule, law or regulation, the AGREEMENT shall be changed to comply with such law, rule or regulation.

#### Complaint Procedure:

Participants enrolled in Workforce Solutions Borderplex program services shall not be considered employees of the WORKSITE. Should the WORKSITE have any dissatisfaction, concern, or complaint about the manner in which the Workforce Solutions Borderplex Participants are performing responsibilities under this AGREEMENT, those matters shall be communicated to the designated Workforce Solutions Borderplex representative for appropriate action as deemed necessary.

#### Termination of Agreement:

Given the short-term operating period of work experience/internship programs, this AGREEMENT may be terminated by either party with written notice to the other party or by mutual agreement of both parties within 30 days of receipt of said notice.

#### Performance of Conditions:

Workforce Solutions Borderplex and the WORKSITE certify that all conditions precedent to the valid execution of the AGREEMENT or its parts has been satisfied. WORKSITE assures it possesses legal authority to participate in this AGREEMENT.

#### Laws Applicable:

It is the intent of the parties hereto that the terms and conditions of this AGREEMENT, and the work to be performed hereunder, are subject to the applicable provisions of Federal law, and any rules and regulations lawfully promulgated hereunder, and to all applicable state and local laws, ordinances, rules and regulations.

#### Compliance with WIOA:

WORKSITE agrees it will comply with the requirements of the Workforce Innovation and Opportunity Act of 2014 (P.L. 113-128), and with regulations and policies promulgated hereunder. Per the terms of this AGREEMENT, the WORKSITE, by signing this AGREEMENT, will comply with the following specific requirements required to provide services under the ACT.

- Maintenance of Effort: The WORKSITE will only provide services under this AGREEMENT, which in the absence of said AGREEMENT would not have been available to the Participants.
- Non-Displacement of Workers: The WORKSITE certifies that by entering into this AGREEMENT, no permanent full-time employee was displaced from their employment as a result of the terms of this AGREEMENT.
- Prohibition of Political Activities: All employees whose employment directly resulted from AGREEMENT funding shall not be involved in any political activities to include candidate and/or campaign support.
- Lobbying. The WORKSITE shall not use funds and/or human resources to promote or initiate any activity tied to lobbying efforts related to local, state and/or federal politics.



- Sectarian Activities. The WORKSITE shall not provide employment or training in sectarian activities and/or use contract resources to promote such activities.
- Union Activities. The WORKSITE shall not use any funds or resources provided under this AGREEMENT to assist, promote or deter union organizing and/or affect a collective bargaining process.

Rights and Remedies Not Waived:

Payment of wages by Grant Associates designated subcontractor shall not be construed as a waiver by the WORKSITE of their responsibility to provide competent management of Participants in this work-based activity. Although Grant Associates designated subcontractor shall be recognized as the employer of record of the Participants, the WORKSITE will maintain responsibility for direct supervision to include the maintenance of a safe and healthy working environment for Participants.

**C. AGREEMENT EXECUTION:**

The parties hereto have caused the AGREEMENT to be executed effective on the date last signed by the parties. The undersigned is an authorized representative of the Worksite Employer and hereby attests that the information set forth above is true and correct, to the best of his/her knowledge.

**WORKSITE**

Attest (Signature)  
Title

Name  
Date

**PARTICIPANT**

Attest (Signature)

Name  
Date

**WORKFORCE SOLUTIONS BORDERPLEX**

Attest (Signature)  
Title

Name  
Date

Internal Reference Only

Participant ID

Funding Source