

**MEMORANDUM OF UNDERSTANDING
AND
WORK EXPERIENCE / INTERNSHIP AGREEMENT
between**

Company Name: _____
and
Workforce Solutions East Texas

I. Parties to the Agreement:

The parties entering into this agreement are Workforce Solutions East Texas (WSET) and _____, the designated company/organization (Training Entity):

II. Purpose of Agreement:

It is the purpose of this agreement to establish policies and procedures for Workforce Investment Act (WIOA) and/or Temporary Assistance for Needy Families (TANF) Work Experience / Internship training positions.

III. Duration of Agreement:

The agreement will commence upon the date of signature of both the qualified _____ designee and Workforce Solutions East Texas designee. Continuation of this agreement is contingent upon availability of funds and / or qualified customer eligibility. This agreement may be terminated at any time by either party with five (5) calendar day written notice prior to the termination of the agreement.

IV. Goals of Agreement:

To provide Work Experience in a supervised, structured learning environment so that trainees will gain experience in basic work habits as well as occupational skills. The aim is to significantly increase the participating trainee's likelihood of securing regular unsubsidized employment.

V. Meetings and Coordination:

The _____ designee(s) and Workforce Solutions East Texas staff will meet as needed to assess the activities conducted under this agreement and to make necessary adjustments to improve the project and promote positive progress for trainees.

The _____ worksite assigned Supervisor(s) and WSET staff will meet prior to the commencement of the Work Experience assignment for a Supervisor Orientation session. Relevant program related rules and guidelines will be explained in this session including the required biweekly written evaluation of the trainee's attendance and progress/performance.

The _____ designee(s) will consult with Workforce Solutions East Texas staff in situations involving a trainee's delinquency, misconduct, or neglect of work.

VI. Nature of the Agreement

Trainees under this agreement will be permitted under the following designation(s):

- Paid Work Experience Unpaid Work Experience

<i>For Internal Use Only:</i> <input checked="" type="checkbox"/> WIOA <input checked="" type="checkbox"/> TANF/Choices

The contact people for this agreement are:

Designee Company/Organization Worksite

Name: _____

Title: _____

Address: _____

City: _____ State _____ Zip _____

Phone Number: _____

Workforce Solutions East Texas Administrator

Name: _____ Cheryl Newton _____

Title: _____ Project Director _____

Address: _____ 4100 Troup Highway, Tyler, TX 75703 _____

Phone: _____ (903) 561-8131 _____

VI. Mutual Agreements:

- The work experience assignment must be compatible with the trainee's ability to perform the task on a regular basis. This shall take into account the trainee's physical capacity, skills, experience, family responsibilities and place of residence.
- The Workforce Solutions East Texas contractor is considered the employer of record for the Work Experience trainee. Applicable payroll services including W-4, I-9, and W-2 statements, as well as workers' compensation insurance or the equivalent coverage for the participant will be provided by the Workforce Solutions East Texas contractor or its assigned designee.
- No incumbent workers are eligible for either Paid or Unpaid Work Experience.
- Work Experience Trainees may not report for work / training at the _____ worksite until official notification of assignment approval and start date has been received from the appropriate Workforce Solutions East Texas designee.
- The participant is required to submit a bi-weekly timesheet, which will be forwarded to the designated Workforce Solutions East Texas contact. This paper timesheet is intended to record and verify hours worked as well as provide ongoing feedback to WSET regarding the trainee's performance in the Work Experience assignment.
- Payments made to Paid Work Experience trainees are based upon hours actually worked. No vacation, sick, or holiday pay is allowable.

- Overtime hours are not permitted for trainees under either the Subsidized or Unsubsidized Work Experience Programs. Payment for hours worked in excess of the allowable hours under either this agreement or FLSA (whichever is less) is the responsibility of _____ and must be made in compliance with applicable FLSA guidelines.
- The party with original time and attendance records of the trainees will maintain these records for a period of four (4) years after the termination of this agreement. These records will be made available for inspection by Workforce Solutions East Texas, East Texas Council of Governments, Texas Workforce Commission, or the United States Department of Labor.
- In the event of an on-the-job injury, _____ will immediately contact the designated Workforce Solutions East Texas representative. This notification should occur within the same work shift as the injury but must occur within 24 hours of the injury. The reporting _____ designee should be prepared to provide all information needed to complete injury reports.
- All participants have the rights available under federal state, and local law prohibiting discrimination on the basis of race, sex, national origin, religion, age and disability. Individuals alleging discrimination may choose to have their complaints processed as a program dispute or as a violation of other applicable state and local laws prohibiting discrimination in employment.
- For subsidized Work Experience, neither Workforce Solutions East Texas nor its contractor will be responsible for wages accrued by participants who fail to provide Form I-9, Employment Eligibility Verification prior to their first day of work.

VII. _____ Designee:

- Will provide the necessary tools, equipment, and supplies needed for the Work Experience assignment.
- Will provide adequate on-site instruction, supervision, support, feedback, and sufficient work to enable successful completion of the Work Experience assignment and goals.
- Will submit a bi-weekly timesheet to the Workforce Solutions East Texas contractor.
- Will complete and return the designated Progress Evaluation form every two weeks and assure that this evaluation accurately assesses the individual's actual performance during the designated period.
- Will adhere to job duties as outlined in Job Description submitted to Workforce Solutions East Texas. The company/organization will not change a participant's location and/or job duties without prior authorization from Workforce Solutions East Texas.
- Will provide transportation to remote workstations, if necessary, as decided on an individual basis and agreed upon in advance with the appropriate WSET designee.
- Will insure participants are subject to the same health and safety standards established under state

and federal law that otherwise apply to individuals in similar activities who are not WSET participants.

- Will apply the same break policy for Work Experience participants as applied to other employees of the organization in similar positions.
- Will be responsible for any damages resulting from the use or misuse of confidential participant information provided by Workforce Solutions East Texas.
- Will assure trainees are not allowed to exceed the allowable training hours as determined and approved in advance for the Work Experience trainee. (This includes any limitation for hours worked within the work week as well as the duration of the Work Experience assignment.)
- Will assure that no Work Experience Trainee exceeds 40 hours per week as designated by the Workforce Solutions East Texas contractor's pay period week and reported on the designated Work Experience timesheet.
- Will pay the participant overtime based on the prevailing wage at time and half per FLSA if a participant should exceed 40 hours per designated pay period week as recorded on the timesheet.
- Will provide employment information to Workforce Solutions East Texas if a participant is retained after the subsidized employment period has ended.
- Will consider the Work Experience trainee for permanent, unsubsidized employment based upon successful completion of the training period and availability of openings.
- Will immediately notify the appropriate WSET designee if a Work Experience trainee is suspended for unacceptable conduct pending resolution of problem performance or behavior.
- Will not require a participant to remain away from his/her home overnight without appropriate prior authorization from a Workforce Solutions East Texas representative and participant consent.
- Will not place participants in a position in which they are directly supervised by or are the supervisor for an immediate family member.
- Will not require trainees to engage in religious or political activities or assignments at the worksite or permit such activities during work hours.
- Will not require trainees to work on any personal and/or business property for the Supervisor's personal gain.
- Will not supplement a Work Experience participant's wages in any form without the prior written authorization of the WSET contractor representative.
- Will not place any trainee under 18 years of age in any occupation defined by the Child Labor Provisions of the Fair Labor Standards Act as hazardous. Trainees who are 18 years of age or older may be placed in such occupations, but only under continuous Supervision of the _____ designee.

- Will not allow a Work Experience position to impair existing contracts or collective bargaining agreements.
- Will not provide work to a work experience participant that has the effect of displacing/replacing or preventing employment of an individual not participating in the paid/unpaid work experience program. Vacancies due to hiring freezes, termination, and/or layoffs shall not be filled by a work experience participant unless it can be demonstrated that such vacancies are a result of insufficient funds to sustain former staff levels. The work experience jobs shall in no way infringe upon the availability of work hours, overtime hours, or promotional opportunities that would otherwise be available to regular employees.

VIII. Workforce Solutions East Texas Administrator Agreements:

- The conditions of participation must be reasonable, taking into account in each case the proficiency of the participant as well as funding program guidelines.
- Grievances regarding non-discrimination compliance may be filed with Workforce Solutions East Texas (as outlined in 40TAC, Chapter 823).
- Grievances (excluding complaints alleging discrimination) unable to be resolved at the local level will be forwarded to Texas Workforce Commission State Office for Resolution (as outlined in 40TAC, Chapter 823).
- Participants may not be engaged in TANF Work Experience activities more than once per Program Year.

Agreed to:

 Signature

Name: _____

Title: _____

Date: _____

 Signature

Name: Cheryl Newton

Title: Project Director

Date: _____

Company/Organization:

Workforce Solutions East Texas