



Work Experience / Subsidized Employment Agreement

Workforce Solutions for South Texas
2389 E. Saunders
Laredo, TX 78041
(956)794-6500

ORIGINAL



WORKFORCE SOLUTIONS
SOUTH TEXAS

Dear Employer:

Welcome and thank you for your participation in the Workforce Solutions work experience / subsidized employment program! Your commitment will enable our customers to gain valuable work experience that will help define their long-term career and educational goals. Placement at your site will provide our customers with the opportunity to explore career possibilities in expressed fields of interest, while providing you the opportunity to observe their potential at no monetary expense to your business during the contract period.

As a work experience site, you will be providing training, leadership, role modeling, guidance about the work place and career exploration. We appreciate that you have agreed to be part of our Program and we acknowledge the potential that this partnership promises to build within our community. You are contributing to our goal of further developing a capable, knowledgeable and reliable workforce in Webb, Jim Hogg and Zapata County.

We are hopeful that this partnership will be a lasting one. A member of our staff will be acting as a work site facilitator to answer any questions or address any concerns that you might have regarding our customers.

We are confident that this partnership will be a positive and rewarding experience for everyone involved. Thank you for supporting our vision and please do not hesitate to contact your work site facilitator should you have any questions or need any assistance.

Sincerely,

Workforce Solutions
Business Solutions Representative

Workforce Solutions
Work Experience / Subsidized Employment Agreement

I. Parties to the Agreement

Workforce Solutions for South Texas
2389 E. Saunders
Laredo, TX 78041
(956) 794-6500

Contact Person: Rosie Rodman, Administrative Assistant

Work Experience Site:

Business Name: Webb County
Address: 1110 Washington Street Suite 204
Laredo, Texas 78040
Phone: 956-523-4100

Assigned work experience Site Supervisor Name:

Effective date of agreement: 04/21/14

This agreement is made between **Workforce Solutions for South Texas authorized agent, and _____** hereafter referred to as "work experience site," for Work Experience / Subsidized Employment participation under the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA), the Workforce Investment Act (WIA) or the Workforce and Education Readiness Continuum (WERC).

II. Purpose of the Program

The purpose of the Workforce Solutions work experience /subsidized employment activity is to provide opportunities to customers with limited or no work experience. These opportunities will provide our customers with necessary exposure to the world of work, improve their employability and help them become self-sufficient.

The program serves adults ages 18 and over. Wages are paid by Workforce Solutions (except as stated under VIII.1). The work experience site is not required to retain the customer upon completion of the program, but employment opportunities are encouraged.

III. Work Experience Site Conditions and Requirements

The following responsibilities are made a part of this agreement:

1. Work experience site's assigned supervisor(s) must go through a supervisor's orientation.
2. Submit a written job description / expected performance for the type of position requested (will become part of the agreement).
3. Provide supervision (and, if required) safety training, supplies and equipment to perform the work.
4. Accurately report work hours using the Payroll Timesheet.
5. Evaluate each customer's performance.
6. Contact Workforce Solutions contact person when customer or training related problems occur.
7. A work experience site:
 - a. May not displace a current employee to replace with a work experience / subsidized employment customer (including partial displacement such as reduction in the hours or overtime work, wages or employer benefits).
 - b. May not assign customers to perform work that:
 - i. Engaged in political patronage, lobbying or other political activities;
 - ii. Are of a religious or anti-religious organization; or
 - iii. Partake in any tasks not allowed under Child Labor laws.
 - c. Must comply with the Non-Traditional Employment Act of 1991.
 - d. May not compromise existing contracts for services or collective bargaining agreements, and the work experience / subsidized employment customer may not be inconsistent with the terms of any collective bargaining agreement without the written concurrence of the labor organization.
 - e. Shall not use a customer to fill a job opening:
 - i. Where another individual is on layoff from the same or substantially equivalent job, or
 - ii. When the work experience site has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy created by utilizing work experience / subsidized employment.
 - f. No work experience site supervisor or employee will allow the placement of a member of his/her immediate family under his/her supervision that create a situation of nepotism. The customer cannot be related to the employer or any

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person who works for the employer in an administrative capacity. Immediate family members may include: wife, husband, mother, father, brother, sister, son, daughter, in-laws, aunt, uncle, cousin, nephew, niece, step-parent or step-child.

- g. May not create jobs for customers in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.
- h. A work experience / subsidized employment customer will not be denied training or other job opportunities and benefits because of race, color, sex, national origin, disability, political affiliation or beliefs or age.
- i. Shall comply with the Americans with Disabilities Act (ADA) and the Drug Free Work Place Act.
- j. A work experience / subsidized employment customer shall not participate in activities that occur in a casino or other gambling establishments, aquarium, zoo, golf course or swimming pool.

IV. Workforce Solutions Responsibilities

Workforce Solutions will:

1. Provide group or individual orientation to work experience site's assigned supervisor(s), prior to the assignment of a customer.
2. Provide customer compensation for hours worked (refer to section IX of this agreement)
3. Provide coverage under Texas Liability Insurance
4. Determine accomplishments to be achieved by customer, in coordination with work site
5. Conduct a survey for compliance with the Americans with Disabilities Act (ADA)
6. Assign a single point of contact to this agreement for questions / concerns.

V. Termination of Customer

Customer(s) must adhere to the work experience site's personnel policies. A work experience site can request that a customer be terminated, for just cause, at any time. Workforce Solutions is available at all times should problems arise, and will attempt to resolve the problem to the work site's satisfaction.

VI. Accidents (Liability Insurance)

Workforce Solutions covers the customer's worker's liability insurance in the event an accident occurs on the work experience site. In case of an accident, the work site must ensure medical services are rendered immediately and notify emergency contact personnel. Work site must

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also notify Workforce Solutions and Unique HR Risk Management Department at (800) 824-8367 within 24 hours of any accident. After hours or on weekends, call (361) 877-3357.

VII. Customer Evaluations

Workforce Solutions and the work experience site supervisor will conduct a joint evaluation of customer's performance once during the length of time the customer is enrolled in the program.

Procedures for Evaluation:

1. The same supervisor must evaluate the customer throughout the work experience period, unless a change in supervisor occurs and is documented.
2. Customer must remain performing the same work throughout the evaluation period.
3. A final evaluation must be completed for each participant as the conclusion of their employment experience.

VIII. Monitoring Activities

Workforce Solutions will monitor the work site for:

1. Procedure and/ or controls to record and maintain accurate time and attendance records.
2. Completed evaluations.
3. General work conditions (safety, sanitary, etc.)
4. Supervisor to customer ratio (if applicable) and the availability of ongoing supervision.
5. Status of work site as an equal opportunity employer and compliance with the ADA.

IX. Customer Compensation

Workforce Solutions will not pay overtime or Holiday pay for customers participating in the work experience / subsidized employment program. Customers participating in the program must be compensated in accordance with the Fair Labor Standards Act.

X. Other

All forms incorporated herein by reference shall be construed as part of this agreement. Workforce Solutions reserve the right to remove customers from the work site if any EEOC violations occur.

XI. Termination of Agreement

This agreement is in effect, when the signature of duly authorized representatives of the work experience / subsidized employment work site and the Workforce Solutions for South Texas are affixed, and shall be in force until terminated in writing by either party.

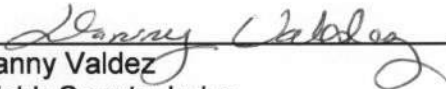
Danny Valdez 4/21/14
Work site Representative Authorized Signature / Date

DANNY VALDEZ, COUNTY JUDGE
Authorized Representative (Print Name / Title)

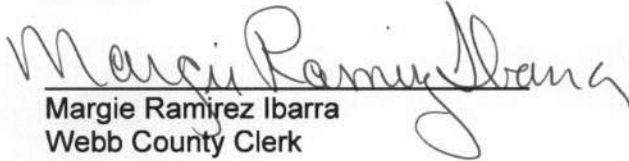
Diana D. Sanchez 5-20-14
Workforce Solutions Authorized Signature / Date

Diana D. Sanchez Bus. Sol. Svr.
Authorized Representative (Print Name / Title)

ATTEST:



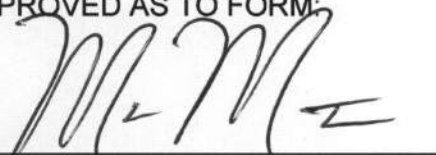
Danny Valdez
Webb County Judge



Margie Ramirez Ibarra
Webb County Clerk



APPROVED AS TO FORM:



Marco A. Montemayor
Webb County Attorney

***By law, the county attorney's office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).**



Webb County
Administrative Services

RISK MANAGEMENT

HUMAN RESOURCES

Pre-Employment Drug Testing Acknowledgement

In accordance to the Webb County Drug & Alcohol Policy, all drug urine sample collections are mandatory for Pre-Employment.

Applicant will be required to provide a urine sample in private. If applicant's sample is found to be diluted, shows signs indicating adulteration, or out of the temperature range, the Department of Transportation Agency requires that another sample be provided under direct observation. Please know that the staff at Laredo Examiners will perform this "direct-observed collection" by the same gender of the applicant.

If this was to be your case and you don't agree, you will be disqualified from employment with Webb County.

By signing below, you understand and agree to the above.

Applicant's Name

Date

WEBB COUNTY
JOB DESCRIPTION

CERTIFIED

TITLE: Clerk
DEPARTMENT: ████████████████████
SLOT NUMBER: 2710
REVISION DATE: October 6, 2011

OCT 06 2011
By Webb County
Civil Service Commission

JOB SUMMARY:

Perform a variety of clerical tasks required for proper operation of department.

CHARACTERISTIC/ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Answer and direct calls using a multi-line telephone system.
- Greet the general public and direct visitors to appropriate personnel.
- Understand and provide routine information within specified policies and procedures regarding department services or policies to the public or other county employees in person, over the telephone, or by mail.
- Operate a personal computer to access pre-established programs to input or retrieve information.
- Generate reports, lists, or other information from data previously entered in a computer system.
- Operate modem office equipment.
- Receive and sort incoming and outgoing mail.
- Coordinate special events as needed.
- Fax correspondence, make copies, and run office errands.
- Schedule of meetings and activities.
- Effective organizational skills.
- Dependable - remain conscientious, accurate and reliable for an effective office.
- Maintain a professional appearance at all time.
- Working longer hours if necessary.

- **Perform other related work as required and any other duty assigned**
- Responsible for Kids Café, cooking and serving meals.
- Responsible for Kids Camp: Create a calendar of activities, register the children, and plan field trips.
- Assist with the Driving/Maint. duties when called upon.

QUALIFICATION STANDARDS:

- Must possess a High School diploma or GED Certificate.
- Must possess sound judgment and demonstrate professionalism in daily operations.
- Must have knowledge of standard office equipment including personal computer and software programs.

SKILLS AND ABILITIES:

- Ability to communicate in both English and Spanish.

PHYSICAL REQUIREMENTS:

- Must be able to sit or stand for prolonged periods of time.
- Must be able to lift 30-45 lbs.
- Must be able to work outdoors as needed.

OTHER REQUIREMENTS/INFORMATION:

- Must possess a valid and current Texas driver's license.
- Drug and Alcohol Policy applies to this job. Pre-employment drug/alcohol testing, Motor Vehicle Record (MVR) and criminal background checks are required.
- This position is covered by Civil Service; therefore, is subject to the Civil Service Rules and Regulations in addition to all other Webb County Policies.

SUPERVISORY:

- Supervised directly by the Director of the Center (Bruni).

ACKNOWLEDGEMENT:

The undersigned have read discussed, and understand the full meaning of this job description and agree to abide by all terms and conditions herein expressed or implied.

Employee Signature

Supervisor Signature

Printed Name

Printed Name

Printed Title

Printed Title

Date

Date