



NON-FINANCIAL COOPERATIVE AGREEMENT

1. PARTIES TO THE AGREEMENT

The parties entering into this contract are Workforce Solutions Deep East Texas (WORKFORCE SOLUTIONS) and the WORKSITE organization.

WORKSITE: Tyler County Precinct 1

2. PURPOSE

- a. The purpose of this Agreement is for the WORKSITE to provide up to 6 months or 1,040 hours in length of work activities for eligible WORKFORCE SOLUTIONS customers (PARTICIPANTS) that will lead to unsubsidized employment. WORKFORCE SOLUTIONS will contract with a staffing company to be the employer of record to pay the participant for up to 6 months or 1,040 hours of work activities if the PARTICIPANT is making good progress and the WORKSITE continues to have sufficient work activities for PARTICIPANT. Temporary employment is restricted to the following activities:
1. Clean-up and recovery efforts including demolition, repair, renovation and reconstruction of damaged and destroyed structures, facilities and lands located within the designated disaster area.
 2. The distribution of food, clothing, and other humanitarian assistance for disaster victims.
- b. This agreement does not guarantee that a suitable PARTICIPANT will be found for WORKSITE. The end of any individual PARTICIPANT assignment to WORKSITE does not terminate this agreement. The WORKSITE may have more than 1 PARTICIPANT assigned; however, all referrals and assignments are the decision of WORKFORCE SOLUTIONS.

3. TYPE ORGANIZATION

WORKSITE is a: Public entity Private non-profit

4. PERIOD OF AGREEMENT

This Agreement becomes effective on the date signed by both parties and will continue in effect until terminated.

5. AMENDMENTS

This Agreement may be amended by written mutual agreement of both parties.

6. TERMINATION

This Agreement can be terminated by 15 day written notice by either party; or upon discovery of any of the following - failure on one party to comply with the terms of this Agreement, failure to take corrective action, or unsafe or unsanitary working conditions.

7. DRUG TESTING REQUIRED YES NO

8. COMMUNICATION, COORDINATION, AND REFERRALS

- a. Additional contact persons may be assigned by WORKFORCE SOLUTIONS and WORKSITE to facilitate the day-to-day communications. Communication may be made by phone, e-mail, fax or regular mail to the other party. Notifications and amendments can be made by e-mail, fax or regular mail.

- b. Referral of PARTICIPANTS will be made by WORKFORCE SOLUTIONS to the WORKSITE for interviews. The Worksite Referral Form will indicate the PARTICIPANT name, relevant training needs, type of work to be performed, maximum number of hours per week, schedule of work, the worksite contact name, and any special accommodations needed by the PARTICIPANT.
- c. The Worksite Referral Form must be returned to the WORKFORCE SOLUTIONS contact on the form, noting either acceptance or refusal of the referred individual. Once acceptance is received, the PARTICIPANT will be enrolled with the staffing agency and notify WORKSITE of the start date.
- d. The WORKSITE and WORKFORCE SOLUTIONS will communicate or meet as needed to assess the activities conducted under this agreement.

9. GENERAL REQUIREMENTS

- a. PARTICIPANTS may not be assigned to work, directly or indirectly, in the construction, operation, administration or maintenance of any facility used or to be used for sectarian instruction or as a place for religious worship; and may not involve political activity, either directly or indirectly.
- b. The work activity must be related to the capability of the customer to perform the assigned tasks on a regular basis, including the customer's physical capacity, skills, experience, family responsibilities and place of residence.
- c. All PARTICIPANTS have the rights available under federal, state, and local law prohibiting discrimination on the basis of race, sex, national origin, religion, age or handicapping condition. PARTICIPANTS 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.
- d. No PARTICIPANT will be excluded from participating in activities; denied the benefits of work activities; subjected to discrimination under or denied employment in the administration of or in connection with any such program because of race, color, religion, sex, national origin, age, disability, or political affiliation or belief.
- e. Grievances (including complaints alleging discrimination) will be resolved according to Board Grievance and Complaint Policy and Procedures.
- f. PARTICIPANTS are subject to the same health and safety standards established under state and federal law that otherwise apply to other individuals in similar activities who are not PARTICIPANTS.
- g. No fees may be charged to any PARTICIPANT or WORKSITE for referrals or placement under this Agreement.
- h. All parties to this agreement will comply with Fair Labor Standards Act, Wage and Hour Laws, and Child Labor Laws, and other federal or state labor laws as applicable.

10. WORKSITE AGREEMENTS

- a. WORKSITE will provide supervision and work activities that are relevant to paid positions within the WORKSITE'S organization and that is consistent with the information in the Worksite Referral Form.
- b. WORKSITE will not provide work to a PARTICIPANT that has the effect of replacing or preventing the employment of an individual who is not participating in a workforce program. Vacancies due to hiring freezes, termination, or layoffs, shall not be filled by a PARTICIPANT unless it can be demonstrated that such vacancies are a result of insufficient funds to sustain former staff levels. PARTICIPANT positions shall in no way infringe upon the promotional opportunities that would otherwise be available to regular employees.
- c. WORKSITE assures that it is fully compliant with the Nondiscrimination and Equal Opportunity provisions of the Workforce Innovation and Opportunity Act (WIOA) of 2014, the Nontraditional Employment for Women Act of 1991; the Disabilities Act of 1990; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Drug-Free Workplace Act

of 1998 and with all applicable requirements imposed by or pursuant to regulations implementing those laws.

- d. WORKSITE assures that the business, branch, division or department of the business does not and will not knowingly employ an undocumented worker as defined in Texas Government Code, 2264.001(4).
- e. WORKSITE will coordinate with WORKFORCE SOLUTIONS to enable WORKFORCE SOLUTIONS to monitor the placement, resolve difficulties, and provide work-related counseling for the PARTICIPANT when needed.
- f. The WORKSITE will verify the accuracy and completeness of the PARTICIPANT work time by signing the PARTICIPANT time sheet and ensuring that the PARTICIPANT signs the time sheet. Please note WORKSITE holidays. Break times are allowed per policy. WORKSITE will transmit completed Time Sheets to WORKFORCE SOLUTIONS.
- g. The WORKSITE will ensure that the trainee works at least the number of hours per week indicated on the Worksite Referral form, but not more than forty hours per week.
- h. Confidentiality relating to PARTICIPANT program participation will be maintained.
- i. WORKFORCE SOLUTIONS will be notified as soon as possible of any disciplinary problems or other issues that adversely affect either the WORKSITE or the PARTICIPANT'S work activity.
- j. No PARTICIPANT may be required, with or without his consent, to remain away from his home overnight.
- k. WORKSITE agrees to retain the PARTICIPANT in unsubsidized employment at the end of the referral period provided the PARTICIPANT meets the WORKSITE needs and the WORKSITE has a position open for which the PARTICIPANT is qualified.
- l. Repair and restoration activities are authorized on a LIMITED basis to private property if ALL eight of the criteria's listed below are met and documented:
 1. Work can only be performed on the homes of economically disadvantaged individuals who are eligible for the federally-funded Weatherization program; and
 2. Work may be performed on private land or homes if the non-WIOA employees of the employing unit or if State or local government workers are authorized to do the same work and are in fact engaged in performing the work using non-WIOA funds; and
 3. Work on private land or buildings can be performed to remove health and safety hazards to the larger community; and
 4. Work is limited to returning a home to a safe and habitable level - not to make home improvements; and
 5. Priority is given for service to the elderly and individuals with disabilities; and
 6. WIOA funds cannot be used for the cost of materials to do repairs; and
 7. Work must be disaster-related and not related to general home improvements; and
 8. Work is coordinated with or supervised by the local agency responsible for the Weatherization program.

11. WORKFORCE SOLUTIONS AGREEMENTS

- a. WORKFORCE SOLUTIONS will provide PARTICIPANT Time Sheets to the WORKSITE.
- b. WORKFORCE SOLUTIONS will provide work-related counseling to the PARTICIPANT as requested by either the PARTICIPANT or the WORKSITE and assist both the PARTICIPANT and WORKSITE to resolve any issues that arise.
- c. WORKFORCE SOLUTIONS will provide complaint and grievance information to the PARTICIPANT and the WORKSITE and to provide grievance resolution at the local level as per Board policy.
- d. WORKFORCE SOLUTIONS will provide workers compensation insurance through the Employer of Record for the duration of the work activity. All accidents must be reported within the timeframes set by the Employer of Record.

By signing this document all parties agree that they have read and understood the terms of the Agreement, are authorized to execute this Agreement on behalf of the contracting party, and that the parties agree to be bound by the terms of this Agreement. By signing this document all parties also agree that a copy of this document and the signatures it contains have the full force and effect of an original document and signatures for the purpose of the document and business between the parties.

WORKSITE

WORKFORCE SOLUTIONS

WORKSITE Signature

Martin Nash

Printed Name

Commissioner Precinct 1

Title

Date

WORKFORCE SOLUTIONS (Signature)

Printed Name

Title

Date

Worksite Job Description

(Note: If WORKSITE already has a job description; only title, job location, supervisor name/phone number, and scheduled hours need to be completed on this form when the job description is attached.)

Job Title: Laborer	Number of Positions: 2
Job Summary: Clean up and recovery from flooding by repairing potholes and streets throughout the county.	
Job Location (street address, city, zip): Various locations in Tyler County Precinct 1 Commissioner 205 N Charlton Woodville, TX 75979	Worksite Fax: 409-283-6307

Supervisor(s) Name:	Contact Number:	Email:
1. Rusty Pierson	409-200-9221	
2.		
3.		

Special skills /requirements needed? [] Yes [X] No (if yes, describe)
Required certifications or training? [] Yes [X] No (if yes, describe)
Required attire, tools, and/or equipment? [] Yes [X] No (if yes, describe) Will be provided by the county.
Prevailing wage for same/similar position \$ <u>10.00</u> per hour.
Hours per week to be worked: <u>27</u>

<p>Job description:</p> <p>Repair potholes using truck, trailer and shovels. Clean up and recovery following flooding.</p>

Scheduled Hours

Work Days	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Hours	7am – 6pm	7am – 6pm	7am – 6pm				



Worksite Referral Form

PARTICIPANT: EXAMPLE

Contact Information

WORKSITE	WORKFORCE SOLUTIONS Deep East Texas
Worksite Name: Tyler County Precinct 1	_____ County Workforce Center
Staff Contact Martin Nash	Staff Contact
Title Commissioner Pct 1	Title
Phone 409-283-7296	Phone
Fax 409-283-6307	Fax
e-mail nashent@hotmail.com	E-mail
Address 205 N Charlton, Woodville, TX 75979	Address

Worksite Hours

Work Days	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Hours	7am – 6pm	7am – 6pm	7am – 6pm				

Position Information

Position Title Laborer	Supervisor: Rusty Pierson 409-200-9221
Position Duties: 1. Repair streets and potholes 2. Pick up debris and other items obstructing proper drainage of streets 3. All other duties as assigned.	

Customer Signature: _____ Date: _____

WORKFORCE SOLUTIONS Signature _____ Date: _____

WORKSITE response to WORKFORCE SOLUTIONS (fax or e-mail signed scanned form to the contact above)

<input type="checkbox"/> The referred PARTICIPANT is accepted for work activities	<input type="checkbox"/> The referred PARTICIPANT is NOT accepted for work activities
WORKSITE Signature	Date sent to Workforce:

Assignment to WORKSITE

PARTICIPANT Start Date:	PARTICIPANT End Date:
WORKFORCE SOLUTIONS Signature	Date: