

**MEMORANDUM OF UNDERSTANDING
AND
WORK EXPERIENCE / SUBSIDIZED EMPLOYMENT AGREEMENT**

between
Company Name: ATASCOSA COUNTY
and
Workforce Solutions Alamo

I. Parties to the Agreement:

The parties entering into this agreement are Workforce Solutions Alamo (WSA) and ATASCOSA COUNTY the designated company/organization (Training Entity):

II. Purpose of Agreement:

It is the purpose of this agreement to establish policies and procedures for Work Experience / Subsidized Employment training positions.

III. Duration of Agreement:

The agreement will commence upon the date of signature of both the qualified ATASCOSA COUNTY designee and Workforce Solutions Alamo 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 ATASCOSA COUNTY designee(s) and Workforce Solutions Alamo 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 ATASCOSA COUNTY worksite assigned Supervisor(s) and WSA staff will meet prior to the commencement of the Work Experience/Subsidized Employment 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 ATASCOSA COUNTY designee(s) will consult with Workforce Solutions Alamo 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/Subsidized Employment
- Unpaid Work Experience

Note: Participants in Paid Work Experience /Subsidized Employment and Unpaid Work Experience are eligible to participate in activities based up on the programs in which they are enrolled with Workforce Solutions Alamo.

- *WIOA customers are eligible to participate in Subsidized Work Experience and Unpaid Work Experience based upon assessment and inclusion in the customers Individual Employment Plan.*
- *Choices and NCP customers are eligible to participate in Subsidized Employment and Unpaid Work Experience based upon assessment and inclusion in the customers Individual Employment Plan.*

Points of contact for this agreement are:

ATASCOSA COUNTY Designee:

Name: _____

Title: _____

Address: _____

City: _____ State _____ Zip _____

Phone Number: _____

Email : _____

Workforce Solutions Alamo Administrator

Name: Daisey Vega _____

Title: Deputy Director _____

Address: 3652 Bluemel Road San Antonio, TX 78229 _____

Phone: 210-438-0581 _____

VI. Mutual Agreements:

- The Subsidized Employment/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.
- For Work Experience (paid), the Workforce Solutions Alamo contractor is the employer of record.
- For Subsidized Employment, the Workforce Solutions Alamo contractor or the **ATASCOSA COUNTY** may be the employer of record.

If ATASCOSA COUNTY is considered the employer of record,

- Employer reimbursement rates will be negotiated not to exceed limits established by Workforce Solutions Alamo policy and subject to funding availability. Level of employer reimbursement will be reflected in participant training plans.
- The employer will provide an Employee Attendance and Reimbursement Request each pay period with a copy of the trainee's pay stub to the Workforce Solutions Alamo contact. This Reimbursement Request and pay stub is intended to record and verify hours worked as well as provide ongoing feedback to WSA regarding the trainee's performance in the Work Experience assignment. Reimbursements will be processed monthly.

If the Workforce Solutions Alamo contractor is considered the employer of record:

- The Workforce Solutions Alamo contractor or its assigned designee will provide 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.
- The participant is required to submit a bi-weekly timesheet, which will be forwarded to the designated Workforce Solutions Alamo contact. This timesheet is intended to record and verify hours worked as well as provide ongoing feedback to WSA regarding the trainee's performance in the Work Experience assignment. In addition to approving the trainee's time card the ATASCOSA COUNTY Designee **must** include a bi-weekly progress report as to the trainee's performance.

Note: For all Work Experience placements, Workforce Solutions Alamo contractor will be considered employer of record.

- The Maximum Length of Subsidy for Work Experience/Subsidized Employment is 240 Hours. Any extension will be based on available funding and Managing Director Approval only.
- No incumbent workers are eligible for either Paid or Unpaid Work Experience/Subsidized Employment.
- Subsidized Employment/Work Experience trainees may not report for work/training at the ATASCOSA COUNTY worksite until official notification of assignment approval and start date has been received from the appropriate Workforce Solutions Alamo designee.
- Payments made to Work Experience/Subsidized Employment trainees and reimbursements to employers of payments made to 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 the employer of record and must be made in compliance with applicable FLSA guidelines.

- In the event of an on-the-job injury, **ATASCOSA COUNTY** will immediately contact the designated Workforce Solutions Alamo 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 Work Experience/Subsidized Employment, neither Workforce Solutions Alamo 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. Company/Designee:

- Will provide the necessary tools, equipment, and supplies needed for the Subsidized Employment assignment.
- Will provide adequate on-site instruction, supervision, support, feedback, and sufficient work to enable successful completion of the Subsidized Employment assignment and goals.

If the Company is considered the employer or record:

- Will submit an Employee Attendance Report & Reimbursement Request, along with pay stub each pay period to the Workforce Solutions Alamo contractor.

If the Workforce Solutions Alamo contractor is considered the employer of record:

- Will submit a bi-weekly timesheet to the Workforce Solutions Alamo 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 Alamo. The company/organization will not change a participant's location and/or job duties without prior authorization from Workforce Solutions Alamo.
- Will provide transportation to remote workstations, if necessary, as decided on an individual basis and agreed upon in advance with the appropriate WSA designee.
- Will ensure 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 WSA participants.

- Will apply the same break policy for Subsidized Employment 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 Alamo.
- Will assure trainees are not allowed to exceed the allowable training hours as determined and approved in advance for the subsidized employment trainee. (This includes any limitation for hours worked within the work week as well as the duration of the assignment.)
- Will assure that no Work Experience/Subsidized Employment trainee exceeds 40 hours per week as designated by the Workforce Solutions Alamo contractor.
- Will assure trainees are not allowed to exceed the allowable training hours as determined and approved in advance for the Work Experience/Subsidized Employment trainee. (This includes any limitation for hours worked within the workweek as well as the duration of the Work Experience assignment.)
- Will consider the Work Experience/Subsidized Employment trainee for permanent, unsubsidized employment based upon successful completion of the training period and availability of openings.
- Will provide employment information to Workforce Solutions Alamo if a participant is retained after the subsidized employment period has ended.
- Will maintain the time and attendance records of the trainees for a period of four (4) years after the termination of this agreement. **ATASCOSA COUNTY** shall make these records available for inspection by the WSA designee, Texas Workforce Commission, or the United States Department of Labor.
- Will immediately notify the appropriate WSA designee if a Work Experience/Subsidized Employment 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 Alamo 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/Subsidized Employee trainee's wages in any form without the prior written authorization of the WSA 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 ATASCOSA COUNTY designee.
- Will not allow a Work Experience/Subsidized Employment to impair existing contracts or collective bargaining agreements.
- Will not provide work to a Work Experience/Subsidized Employment trainee that has the effect of displacing/replacing or preventing employment of an individual not participating in the Work Experience/Subsidized Employment program. Vacancies due to hiring freezes, termination, and/or layoffs shall not be filled by a Work Experience/Subsidized Employment trainee unless it can be demonstrated that such vacancies are a result of insufficient funds to sustain former staff levels. The Work Experience/Subsidized Employment 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.
- Will allow a Business Services representative from Workforce Solutions Alamo to make an annual visit to your workplace location to review the following but not limited to: Working conditions, number of work slots, types of occupations, rate of pay, number of clients hired; etc.

VIII. Workforce Solutions Alamo 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 Alamo (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).

Agreed to:

Signature

Name: _____

Title: _____

Date: _____

Signature

Name: _____

Title: _____

Date: _____

Company/Organization:

Workforce Solutions Alamo