

#5(K)



COPY

NON-FINANCIAL COOPERATIVE AGREEMENT
Between
Workforce Solutions Deep East Texas and
Worksite Organization

1. PARTIES TO THE AGREEMENT

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

WORKSITE: Livingston Nutrition Center

2. TYPE ORGANIZATION

WORKSITE is a: [X]Public entity []Private non-profit []Private for-profit

3. TYPE ACTIVITY

Activity is: []Work Experience [X]Work Activity

4. NUMBER OF POSITIONS

WORKSITE is able to supervise up to 3 PARTICIPANTS

5. PERIOD OF AGREEMENT

This agreement becomes effective on the date signed by both parties and will continue in effect until terminated either for convenience by either party, by mutual written agreement of both parties, or by one party giving 30 days notice to the other party.

6. AMENDMENTS

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

7. PURPOSE

Work Experience

7.1 Work Experience is a planned, structured learning experience, either paid or unpaid, that takes place in a workplace for a limited period of time. The goal of Work Experience is to allow PARTICIPANTS enrolled in workforce programs to develop good work habits, gain practical work experience and improve their employability skills so that they are able to move into regular employment.
7.2 The purpose of this Agreement is to establish basic procedures for the work experience.

Work Activity

7.1 The purpose of this agreement is to establish procedures for the referral, assignment to work activities, and supervision of PARTICIPANTS enrolled in workforce programs who participate in work activities.

8. **COMMUNICATION, COORDINATION, AND REFERRALS**

8.1 The main contact persons for this agreement are:

WORKSITE Contact		WORKFORCE SOLUTIONS Contact	
Name Judge John Thompson		Name Tiffany Lewing	
Title Co. Judge		Title Business Service Representative	
Phone (936)327-6813	Fax (936)327-6891	Phone 936-327-5421	Fax 936-327-3916
Address 101 West Church St. Ste. 300 Livingston, TX 77351		Address 317 West Church St. Livingston, TX 77351	

Additional contact persons may be assigned by either WORKFORCE SOLUTIONS or WORKSITE to facilitate the day-to-day duties, provided that all contacts are familiar with the terms of this agreement. Additional contact persons may be identified on Attachment I to this Agreement. Notification may be made by fax or mail to the other party at the earliest opportunity.

- 8.2 Referral of PARTICIPANTS will be made by WORKFORCE SOLUTIONS to the WORKSITE up to the number of PARTICIPANTS listed in 3 above. The Worksite Referral form will indicate the PARTICIPANT name, relevant training needs, type of work to be performed, maximum number of training hours per week, schedule of work, the worksite contact name, and any special accommodations needed by the PARTICIPANT.
- 8.3 WORKFORCE SOLUTIONS will notify the WORKSITE of new referrals prior to the start date. Notification of referrals may be made by phone, fax or mail, and a Worksite Referral form will be delivered prior to the PARTICIPANT start date.
- 8.4 The WORKSITE and WORKFORCE SOLUTIONS will meet as needed to assess the activities conducted under this agreement and to make necessary adjustments to improve the results of the training.

9. **GENERAL REQUIREMENTS**

- 9.1 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.
- 9.2 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.
- 9.3 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.
- 9.4 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.
- 9.5 Grievances (including complaints alleging discrimination) will be resolved according to Board Grievance and Complaint Policy and Procedures.
- 9.6 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.

- 9.7 No fees may be charged to any PARTICIPANT or WORKSITE for referrals or placement under this Agreement.
- 9.8 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**

Work Experience

10.1 The WORKSITE will provide consistent supervision and basic work skills training that is relevant to paid positions within the WORKSITE'S organization and is consistent with the information in Attachment I. Trainer/Trainee ratio will not be less than 1/5. Basic work skills training will consist of instruction in the use of equipment.

Work Activity

10.1 The WORKSITE will provide supervision and work activity that is relevant to paid positions within the WORKSITE'S organization and that is consistent with the information in Attachment I.


- 10.2 The 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.
- 10.3 The 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.
- 10.4 The WORKSITE will verify the accuracy and completeness of the PARTICIPANT work time by signing the PARTICIPANT Time Sheet, and will mail Time Sheets to WORKFORCE SOLUTIONS Holiday and time not in a training activity, including lunch or sick time, may not be included in time sheets. Break times are allowed per WORKSITE policy.
- 10.5 The WORKSITE will ensure that the trainee does not participate more than the number of hours per week indicated on the Worksite Referral form.
- 10.6 Confidentiality relating to PARTICIPANT program participation will be maintained.
- 10.7 WORKFORCE SOLUTIONS will be notified as soon as possible of any inappropriate referrals, or of any disciplinary problems or other issues that adversely affect either the WORKSITE or the PARTICIPANT'S work activity.
- 10.8 No PARTICIPANT may be required, with or without his consent, to remain away from his home overnight.

11. **WORKFORCE SOLUTIONS AGREEMENTS**

- 11.1 WORKFORCE SOLUTIONS will provide PARTICIPANT Time Sheets to the TRAINING WORKSITE.
- 11.2 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.
- 11.3 WORKFORCE SOLUTIONS will verify eligibility to work in the United States.
- 11.4 WORKFORCE SOLUTIONS will provide the complaint and grievance information to the PARTICIPANT and the WORKSITE and to provide grievance resolution at the local level as per Board policy.
- 11.5 WORKFORCE SOLUTIONS will provide workers compensation insurance for the duration of the work activity. All accidents must be reported to the WORKFORCE SOLUTIONS contact within 8 days of the date

you receive notice or have knowledge of a work related injury that causes the PARTICIPANT to miss more than 1 day of work.

I am authorized to enter into this agreement for the WORKSITE organization and I agree to the terms and conditions of this agreement.


WORKSITE (Signature)

Judge John Thompson

Printed Name

County Judge

Title

6.12.07

Date

I am authorized to enter into this agreement for the WORKFORCE SOLUTIONS and agree to the terms and conditions of this agreement.

WORKFORCE SOLUTIONS (Signature)

Maria Kassabaum

Printed Name

Managing Director

Title

Date

WORKSITE INFORMATION

Additional Contact Information

WORKSITE		WORKFORCE SOLUTIONS	
Staff Contact (if different from WORKSITE CONTACT information in this Agreement) Barbara Hayes		Staff Contact (if different from WORKSITE CONTACT information on page 1 of this Agreement) Tiffany Lewing	
Title Director		Title Business Service Representative	
Phone (936)327-6830	Fax (936)327-6873	Phone 936-327-5421	Fax 936-327-3916
Address 602 East Church St. Ste. 101 Livingston, TX 77351		Address 317 West Church St. Livingston, TX 77351	

Type Activity Work Experience Work Activity

Worksite Hours

Work Days	Monday	Tuesday	Wednesday	Thursday	Friday		
Hours	8am-1:30pm	8am-1:30pm	8am-1:30pm	8am-1:30pm	8am-1:30pm		

Position Information

Position Title 1 Delivery Assistant/food prep.	Total Number for this position: 1	Supervisor Barbara Hayes
Position Duties: Will be assisting with food/plate preparation, serving customers at the Nutrition Center, provide housekeeping duties such as sweeping, mopping, vacuuming, taking out trash, sanitizing counter tops, tables etc. in kitchen and bathroom. In addition participant will be assisting driver with the delivery of meals on wheels to Polk County residents. <u>Work Experience Only</u> - Training to be provided.		

Position Title 2	Total Number for this position:	Supervisor
Position Duties: <u>Work Experience Only</u> - Training to be provided.		

Position Title 3	Total Number for this position:	Supervisor
Position Duties: <u>Work Experience Only</u> - Training to be provided.		

Position Title 4	Total Number for this position:	Supervisor
Position Duties:		
<u>Work Experience Only</u> - Training to be provided		

If more than 4 positions, use ATTACHMENT I Supplemental

Initial Information

Revised Information/ Date _____ WORKFORCE SOLUTIONS Signature _____

Date _____ WORKSITE Signature _____

Position Information

Position Title 5	Total Number for this position:	Supervisor
Position Duties:		
<u>Work Experience Only</u> - Training to be provided:		

Position Title 6	Total Number for this position:	Supervisor
Position Duties:		
<u>Work Experience Only</u> - Training to be provided:		

Position Title 7	Total Number for this position:	Supervisor
Position Duties:		
<u>Work Experience Only</u> - Training to be provided:		

Position Title 8	Total Number for this position:	Supervisor
Position Duties:		
<u>Work Experience Only</u> - Training to be provided:		

Position Title 9	Total Number for this position:	Supervisor
Position Duties:		
<u>Work Experience Only</u> - Training to be provided:		

Position Title 10	Total Number for this position:	Supervisor
Position Duties:		
<u>Work Experience Only</u> - Training to be provided:		

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WORKSITE: Corrigan Nutrition Center

2. **TYPE ORGANIZATION**

WORKSITE is a: Public entity Private non-profit Private for-profit

3. **TYPE ACTIVITY**

Activity is: Work Experience Work Activity

4. **NUMBER OF POSITIONS**

WORKSITE is able to supervise up to 1 PARTICIPANTS

5. **PERIOD OF AGREEMENT**

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WORKSITE (Signature)

Judge John Thompson

Printed Name

County Judge

Title

6.12.07

Date

I am authorized to enter into this agreement for the WORKFORCE SOLUTIONS and agree to the terms and conditions of this agreement.

WORKFORCE SOLUTIONS (Signature)

Maria Kassabaum

Printed Name

Managing Director

Title

Date

WORKSITE INFORMATION

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Position Duties:		
<u>Work Experience Only</u> - Training to be provided:		

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Position Duties:		
<u>Work Experience Only</u> - Training to be provided:		

Position Title 4	Total Number for this position	Supervisor
Position Duties <u>Work Experience Only</u> - Training to be provided		

If more than 4 positions, use ATTACHMENT I Supplemental

Initial Information

Revised Information/ Date _____ WORKFORCE SOLUTIONS Signature _____

Date _____ WORKSITE Signature _____

Position Information

Position Title 5	Total Number for this position	Supervisor
Position Duties		
<u>Work Experience Only</u> - Training to be provided.		

Position Title 6	Total Number for this position	Supervisor
Position Duties		
<u>Work Experience Only</u> - Training to be provided.		

Position Title 7	Total Number for this position	Supervisor
Position Duties		
<u>Work Experience Only</u> - Training to be provided.		

Position Title 8	Total Number for this position	Supervisor
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<u>Work Experience Only</u> - Training to be provided.		

Position Title 9	Total Number for this position	Supervisor
Position Duties		
<u>Work Experience Only</u> - Training to be provided.		

Position Title 10	Total Number for this position	Supervisor
Position Duties		
<u>Work Experience Only</u> - Training to be provided.		

Initial Information

Revised Information/ Date _____ WORKFORCE SOLUTIONS Signature _____

Date _____ WORKSITE Signature _____

