

**WORK BASED LEARNING AGREEMENT**

**Between**

**Polk County - Maintenance Department  
Hereinafter referred to as the Training Provider**

**And**

**Workforce Solutions Deep East Texas Contractor**

**I. Parties to the Agreement:**

The parties entering into this agreement are Workforce Solutions Deep East Texas (WSDet) Contractor and Training Provider, the designated company/organization (Training Entity):

**II. Purpose of Agreement:**

It is the purpose of this agreement to establish policies and procedures for Workforce Innovation and Opportunity Act (WIOA) and/or Temporary Assistance for Needy Families (TANF) and/or NDWG and/or Summer Earn and Learn (SEAL) as they individually pertain to Work Based Learning. Work Based Learning activities include Paid or Unpaid Work Experience (subject their WSDet limitations), Subsidized Employment (Subject to WSDet limitations), On-the-Job-Training (subject to WSDet limitations) and Temporary Disaster Relief Employment (Subject to WSDet limitations) hereinafter Work Based Learning (WBL)

**III. Type of Organization**

Training Provider is a: Public Entity  Private Non-Profit  Private for Profit

Number of Participants: 6

County: Polk

**IV. Duration of Agreement:**

The agreement will commence upon the date of signature of both the qualified Training Provider designee and Workforce Solutions Deep East Texas Contractor 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.

**V. Drug Test Required      Yes       No**

<b>For Internal Purposes Only</b>				
WIOA Adult <input checked="" type="checkbox"/>	Youth <input checked="" type="checkbox"/>	DW <input checked="" type="checkbox"/>	TANF (Choices) <input type="checkbox"/>	NDWG <input type="checkbox"/>
Summer Earn & Learn <input type="checkbox"/>				

**VI. Goals of Agreement:**

To provide WBL in a supervised, structured learning environment for trainees to 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. Worksite Job Description detailing job details, employer contact information and number of positions covered is attached to this Agreement.

**VII. Meetings and Coordination:**

The **Training Provider** designee(s) and Workforce Solutions Deep East Texas Contractor 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 **Training Provider** worksite assigned Supervisor(s) and WSDet Contractor staff will meet prior to the commencement of the WBL assignment for a Supervisor Orientation session. Relevant program related rules and guidelines will be explained in this session including the required weekly written evaluation of the trainee’s attendance and progress/performance.

The **Training Provider** designee(s) will consult with Workforce Solutions Deep East Texas Contractor staff in situations involving a trainee’s delinquency, misconduct, or neglect of work.

**Nature of the Agreement**

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

- Subsidized Employment                       Unsubsidized Work Activity

**The contact people for this agreement are:**

**Designee Company/Organization Worksite**

Name: Sydney Murphy  
Title: Polk County Judge  
Address: 101 W. Church St.  
City: Livingston      State: TX      Zip: 77351  
Phone Number: 936-327-6808

**Workforce Solutions Deep East Texas Contractor**

Name: Monica Y. Peters-Clark, Ph.D.  
Title: Director of Business Engagement  
Address: 210 N. John Redditt Drive  
City: Lufkin      State: TX      Zip: 75904  
Phone Number: 936-639-1351

## VIII: Mutual Agreements:

- The WBL 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.
- Advanced Temporaries, Inc. is considered the employer of record for the WBL 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 Deep East Texas Contractor or its assigned designee.
- No incumbent workers are eligible for either Paid or Unpaid WBL.
- WBL Trainees may not report for work / training at the **Training Provider** worksite until official notification of assignment approval and start date has been received from the appropriate Workforce Solutions Deep East Texas Contractor designee.
- The participant is required to submit a weekly timesheet, which will be forwarded to the designated Workforce Solutions Deep East Texas Contractor contact. This paper timesheet is intended to record and verify hours worked as well as provide ongoing feedback to WSDet regarding the trainee's performance in the WBL assignment.
- Payments made to Paid WBL trainees are based upon hours actually worked. No vacation, sick, or holiday pay is allowable.
- Overtime hours are not permitted for trainees under WBL Programs. Payment for hours worked in excess of the allowable hours under either this agreement or FLSA (whichever is less) is the responsibility of **Training Provider** and must be made in compliance with applicable FLSA guidelines.
- In the event of an on-the-job injury, **Training Provider** will immediately contact the designated Workforce Solutions Deep East Texas Contractor representative. This notification should occur within the same work shift as the injury but must occur within 24 hours of the injury. The reporting **Training Provider** 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 WBL, neither Workforce Solutions Deep East Texas Contractor 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.

### **VIII. Training Provider Designee:**

- Will provide the necessary tools, equipment, and supplies needed for the WBL assignment.
- Will provide adequate on-site instruction, supervision, support, feedback, and sufficient work to enable successful completion of the WBL assignment and goals.
- Will submit a weekly timesheet to the Workforce Solutions Deep 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 Deep East Texas Contractor. The company/organization will not change a participant's location and/or job duties without prior authorization from Workforce Solutions Deep East Texas Contractor.
- Will assure 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 WSDet participants.
- Will apply the same break policy for WBL 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 Deep East Texas Contractor.
- Will assure trainees are not allowed to exceed the allowable training hours as determined and approved in advance for the WBL trainee. (This includes any limitation for hours worked within the work week as well as the duration of the WBL assignment.)
- Will assure that no WBL Trainee exceeds 40 hours per week as designated by the Workforce Solutions Deep East Texas Contractor's pay period week and reported on the designated WBL timesheet.
- Will pay the participant overtime based on the negotiated 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 Deep East Texas Contractor if a participant is retained after the WBL period has ended.
- Will consider the WBL trainee for permanent, unsubsidized employment based upon successful completion of the training period and availability of openings.

- Will immediately notify the appropriate WSDet Contractor designee if a WBL 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 Deep East Texas Contractor 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.
- Will not require trainees to work on any personal and/or business property for the Supervisor's personal gain.
- Will not supplement a WBL participant's wages in any form without the prior written authorization of the WSDet 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 **Training Provider** designee.
- Will not allow a WBL position to impair existing contracts or collective bargaining agreements.
- Will not provide work to a WBL participant having 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 WBL participant unless it can be demonstrated that such vacancies are a result of insufficient funds to sustain former staff levels. The WBL 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

## **IX. Non-Discrimination and Equal Opportunity Assurance**

Each request for proposals, proposal, and application for financial assistance under WIOA Title I shall contain the following assurance as required by 29 CFR 38.25:

As a condition to the award of financial assistance from the Department of Labor under Title I of WIA, the recipient assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity;

- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color, and national origin;
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The assures will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. The WBL training provider understands the United States has the right to seek judicial enforcement of this assurance.

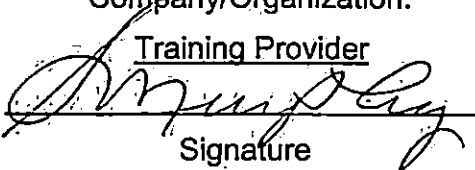
**X. Workforce Solutions Deep East Texas Contractor Agreements:**

- 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 Deep East Texas Contractor (as outlined in 40 TAC, 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 40 TAC, Chapter 823).  
Participants may not be engaged in TANF WBL activities more than once per Program Year.
- Pursuant to federal guidelines, worksite assures and attests that any program participant placed in a work assignment at their location shall not result in the displacement, the reduction of hours, or the denial of a promotional opportunity of any regular, unsubsidized employee, and that any such placement shall not occupy the same or substantially similar position of any regular, unsubsidized employee that is in a layoff or furlough status. Worksite further attests that it has not terminated the employment of any regular, unsubsidized employee or otherwise implemented an involuntary reduction in its workforce with the intention of filling any vacancy so created with a program participant(s).

**Agreed to:**

Company/Organization:

Training Provider

  
Signature

Name: Sydney Murphy

Title: Polk County Judge

Date: 3/28/2023

Workforce Solutions Deep East Texas

Contractor

  
Signature

Name: Monica Y. Peters-Clark, Ph.D.

Title: Director of Business Engagement

Date: 3/29/23

**Worksite Referral Form**



**PARTICIPANT:** \_\_\_\_\_

**Program:** \_\_\_\_\_

**Contact Information**

**Program:**

<b>WORKSITE</b>	WORKFORCE SOLUTIONS Deep East Texas
Worksite Name: <b>Polk County - Maintenance Department</b>	<b>Polk</b> _____ <b>County Workforce Center</b>
Staff Contact <b>Jay Burks or Amber Leloux</b>	Staff Contact
Title <b>Maintenance Supervisor or Office Manager</b>	Title
Phone <b>936-327-6808</b>	Phone
Fax	Fax
e-mail <b>maint.off-mgr@co.polk.tx.us</b>	E-mail
Address <b>110 Allie Bean Dr., Livingston, TX 77351</b>	Address
Hourly Rate <b>\$7.25 - \$11.67</b>	Total Hours to be Worked

**Worksite Hours**

Work Days	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Hours	730 am - 430 pm	730 am - 430 pm	730 am - 430 pm	730 am - 430 pm	730 am - 430 pm	Closed	Closed

**Position Information**

Position Title <b>See Attached</b>	Supervisor: <b>See Attached</b>
Position Duties: <b>See Attached</b>	

Job Seeker Signature: \_\_\_\_\_ Date: \_\_\_\_\_

WORKFORCE SOLUTONS 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 (To be completed by Work Experience Coordinator)**

PARTICIPANT Approved Start Date:	PARTICIPANT Estimated End Date:
WORKFORCE SOLUTONS Signature	Date:

This document contains vital information about requirements, rights, determinations, and/or responsibilities for accessing workforce system services. Language services, including the interpretation/translation of this document, are available free of charge upon request.

Este documento contiene información importante sobre los requisitos, los derechos, las determinaciones y las responsabilidades del acceso a los servicios del sistema de la fuerza laboral. Hay disponibles servicios de idioma, incluida la interpretación y la traducción de documentos, sin ningún costo y a solicitud.



Office Location(s)

Polk County Maintenance Department	110 Allie Bean Dr. Livingston, TX 77351 936-327-6808

**Job Title:** Custodial/Janitorial Worker  
**Wage:** \$7.25 - \$10.58  
**Reports to:** Jay Burks - Maintenance Supervisor  
**Number of Positions:** 2  
**Office Location:** 110 Allie Bean Dr., Livingston, TX 77351  
**Primary Objectives of Position:** Basic work skills training will consist of instruction and monitoring of good work habits such as reporting timely to work; communication with supervisors, coworkers, and customers; self-presentation such as personal grooming; and, the use of equipment relevant to the site.  
**Essential Job Functions:**

- Clean kitchen and office spaces
- Dust, mop, vacuum, sweep, wash windows, and take out trash
- Accompany Polk County personnel to various county worksites to perform custodial/janitorial duties as assigned

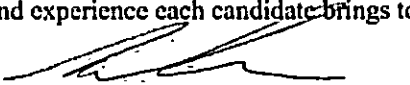
**Job Qualifications:** Able to follow oral and written instructions; establish and maintain effective working relationships with county employees; and maintain Texas driver's license applicable to job responsibilities and good driving record. Adequate educational training to be able to read, write and follow directions.

**Other Job Duties:** This job description is not intended to be all-inclusive. The employee may be requested to perform other reasonable related duties as assigned by the immediate supervisor and other management as required. The company reserves the right to revise or change job duties as business requirements dictate. It is also understood that the company reserves the right to change work schedules as required, including requiring overtime.

<b>Worksite Hours</b>							
<b>Work Days</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>	<b>Sunday</b>
<b>Hours</b>	730 am - 430 pm	730 am - 430 pm	730 am - 430 pm	730 am - 430 pm	730 am - 430 pm	Closed	Closed

**Prevailing Wage Certification**  
 When performing the essential job functions listed above, our employees start at an hourly wage of \$ 10.58 . This may vary based upon the knowledge, skills, abilities, and experience each candidate brings to the job.

Jay Burks  
 \_\_\_\_\_  
 Worksite Supervisor Name

  
 \_\_\_\_\_  
 Signature



**Job Title:** General Maintenance & Landscaping Laborer  
**Wage:** \$7.25 - \$11.67  
**Reports to:** Jay Burks - Maintenance Supervisor  
**Number of Positions:** 2  
**Office Location:** 110 Allie Bean Dr., Livingston, TX 77351  
**Primary Objectives of Position:** Basic work skills training will consist of instruction and monitoring of good work habits such as reporting timely to work; communication with supervisors, coworkers, and customers; self-presentation such as personal grooming; and, the use of equipment relevant to the site.

**Essential Job Functions:**

- Painting, pressure washing buildings and sidewalks
- Washing county vehicles
- Basic lawn maintenance such as mowing, weed eating, and raking leaves
- Accompany Polk County personnel to various county worksites to perform general maintenance & landscaping duties as assigned

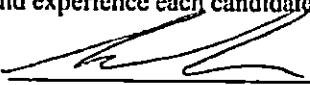
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**Prevailing Wage Certification**  
 When performing the essential job functions listed above, our employees start at an hourly wage of \$ 11.67 . This may vary based upon the knowledge, skills, abilities, and experience each candidate brings to the job.

Jay Burks  
 \_\_\_\_\_  
 Worksite Supervisor Name

  
 \_\_\_\_\_  
 Signature