

A proud Partner of the AmericanJobCenter Network

NATIONAL DISLOCATED WORKER GRANT TEMPORARY EMPLOYMENT WORKSITE APPLICATION

The purpose of this program is to provide temporary employment to individuals who are unemployed because of the disaster declaration for the flooding in Jasper, Newton, Sabine, Tyler, Polk and San Jacinto counties. Temporary employment must provide the following activities:

- 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.
- The distribution of food, clothing, and other humanitarian assistance for disaster victims.

Employee wages will be paid and Workers Compensation coverage provided by employer of record. Because federal funds are used for this program, there are legal requirements for both the organizations and the employees participating in this program. WorkForce Solutions Deep East Texas has the right to accept or reject any request in whole or in part.

Please complete the following information.

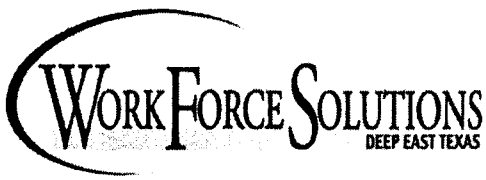
General Information:

Organization Name: Sabine County	
Name of Representative: Daryl Melton	Title: Sabine County Judge
Address: P.O. Box 716, Hemphill, TX 75948	
Phone: 409-787-3543	Fax: 409-787-2044
Email: daryl.melton@co.sabine.tx.us	

Worksite Supervisor(s):	Contact Number:	Email:
1. Tommy Clark	409-383-7217	cookie.cryer@co.sabine.tx.us
2. Jimmy McDaniel	936-201-8453	cookie.cryer@co.sabine.tx.us
3. Butch Ellison	936-201-5252	cookie.cryer@co.sabine.tx.us
4. Fayne Warner	936-275-7397	
Worksite Location (street address, city, zip): 1) 147 Industrial Circle, Hemphill, TX75948, 2) 141 Yellowpine Road, Hemphill, TX75948 3) 333 Derugely Street, Bronson, TX 75930 4) 375 Hwy 21, Milam, TX 75959		Worksite Fax:

Type Organization:	<input type="checkbox"/> Public	<input type="checkbox"/> Private Non-profit
Benefits provided to Employees in same situation:	X <input checked="" type="checkbox"/> Health Insurance <input type="checkbox"/> Dental Insurance X <input checked="" type="checkbox"/> Holiday X <input checked="" type="checkbox"/> Sick Leave XX <input checked="" type="checkbox"/> Other:	
Does your organizations policy require?	X <input checked="" type="checkbox"/> Drug Testing <input type="checkbox"/> Background check	
Does the worksite conform to relevant occupational safety guidelines?	XX <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If "No", please explain:	

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Job Information (Use supplemental sheets for additional job titles.)

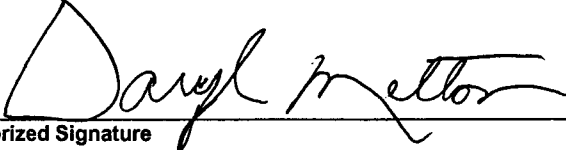
Job Title 1: Road & Bridge Crew	Number of positions requested: 4	Length of time: 12 months
Job Description: *See Attached		
How are the duties of this position related to least one of the provisions for temporary employment listed above? Reconstruction of damaged roadways		
Prevailing wage in your organization for same/similar position \$ 12.55 per hour		
Hours per week to be worked: <u>40</u>		

Planned work schedule:

Work Days	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Hours	8	8	8	8	8		

Specific 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)

I certify that the information that I have given above is true and correct to the best of my knowledge.



 Authorized Signature

October 20, 2017
Date

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 biweekly 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 Employment

The contact people for this agreement are:

Designee Company/Organization Worksite

Name: _____
 Title: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone Number: _____

Workforce Solutions Deep East Texas Contractor

Name: Rhonda McGrath
 Title: Project Director
 Address: 210 N. John Redditt
 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 bi-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.

IX. 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 bi-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 insure 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.

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- 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 prevailing 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

X. 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.

XI. 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.

Agreed to:

WDA Form No. 0294 Work Experience / Internship Agreement (rev. 8.28.2017)

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Workforce Solutions Deep East Texas is an Equal Opportunity Employer/Program Auxiliary aids/Services are available upon request to individuals with disabilities
For the hearing impaired 1-800-735-2988 (voice) For Spanish 1-800-622-4954 (voice) TDD 1-800-735-2989 or 7-1-1

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Company/Organization: Workforce Solutions DeepEast Texas Contractor
Training Provider

Signature
Name: [Handwritten Signature]
Title: _____
Date: _____

Signature
Name: Rhonda McGrath
Title: Project Director
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: Road & Bridge Crew	Number of Positions: 4
Job Summary: Reconstruction of damaged roadways	
Job Location (street address, city, zip): 147 Industrial Circle, Hemphill Texas 75948 141 Yellow Pine Road, Hemphill Texas 75948 333 Derugely Street, Bronson Texas 75930 375 Hwy 21, Milam Texas 75959	Worksite Fax: 409-787-2044

Supervisor(s) Name:	Contact Number:	Email:
1. Tommy Clark	409-383-7217	cookie.cryer@co.sabine.tx.us
2. Jimmy McDaniel	936-201-8453	cookie.cryer@co.sabine.tx.us
3. Butch Ellison	936-201-5252	cookie.cryer@co.sabine.tx.us
4. Fayne Warner	936-275-7397	cookie.cryer@co.sabine.tx.us

Special skills /requirements needed? [] Yes [X] No (if yes, describe) Typing

Required certifications or training? [] Yes [X] No (if yes, describe)

Required attire, tools, and/or equipment? [] Yes [X] No (if yes, describe)

Hours per week to be worked: 40

Job description:
To perform a wide variety of activities in order to maintain proper and serviceable roads that function appropriately for the safety and well-being of the citizens of Sabine County.

Scheduled Hours

Work Days	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Hours	8am-4pm	8am-4pm	8am-4pm	8am-4pm	8am-4pm		