

MEMORANDUM OF UNDERSTANDING

Name of Organization
and
Workforce Solutions of Central Texas

for

Workforce Re-Entry Program

Partner Information

Name
Name and Title
Address
Email:
Telephone:

Workforce Solutions of Central Texas
Susan Kamas, Executive Director
200 N Main Street
Belton, TX 76513
Email: Susan.kamas@workforcesolutionsctx.com
Telephone: 254-742-4514

Purpose of Agreement

This Memorandum of Understanding (MOU) establishes a collaborative framework between the City of [City Name] (hereinafter referred to as "the City") and Workforce Solutions of Central Texas (hereinafter referred to as "Workforce") to implement a Workforce Re-Entry Program aimed at providing meaningful work experience and re-employment training for second-chance individuals.

Scope of the Agreement

This MOU sets forth the respective responsibilities of the City and Workforce in carrying out the program's objectives and ensuring a supportive environment for program participants.

General Provisions and Assurances

Contingent upon the Agency's total funding, the City and WSCT will support the provision of the Workforce Re-Entry Program through the purchase of supplies, training, and wages by entering into this agreement with all signing parties.

The Parties assure funds will not be used to encourage or induce relocation or for customized or skill training or related activities after the relocation. (WIA§181(d)(1) and (d)(2), 29 U.S.C. §2931(d)(1) and (d)(2)) and will comply with Texas Government Code, Chapter 2264. As Grant fiscal agent, the Board assures compliance with the Agency's Financial Manual for Grants and Contracts.

The Parties will comply with Chapter 2264 of the Texas Government Code: “Pursuant to Texas Government Code §2264.051, a business that applies to receive a public subsidy from a state agency shall certify that the business, or a 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). The undersigned authorized representative of the entity making the offer or application herein understands and certifies that: • the following indicated statement is true and correct; • making a false statement is a material breach of contract and grounds for contract cancellation; and, if, after receiving a public subsidy, the entity is convicted of a violation under 8 United States Code §1324a(f) (relating to the unlawful employment of undocumented workers) such party shall repay the amount of public subsidy provided under this Agreement, with interest at the legal pre-judgment interest rate but not less than 15% plus attorney’s fees not later than the 120th day after receiving the notice of violation.”

Workforce Solutions of Central Texas is an equal opportunity employer and complies fully with the nondiscrimination and equal opportunity provisions of the following laws: Section 188 of the Workforce Innovation 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 WIOA Title I financially-assisted Project or activity; Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin; American’s With Disabilities Act (ADA), Americans with Disabilities Act Amendment (ADAA), and Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities; the 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 Projects.

Responsibilities of the Parties Under the Agreement

Responsibilities of the City:

1. Provision of Worksite and Supervision
 - Assign qualified supervisors to oversee participants, ensuring they adhere to attendance, safety, and performance standards as outlined in the program requirements.
 - Provide necessary information on job responsibilities and safety protocols to participants and Workforce prior to the start of work.
2. Worksite Safety and Compliance
 - Review background check findings provided by Workforce for each participant to determine compliance with City policies.
 - Notify Workforce of any participant deemed non-compliant with City policies or unsuitable for the worksite.
 - Ensure that all worksites are safe, adequately equipped, and in compliance with federal, state, and local laws and regulations.
 - Provide on-site safety briefings and issue any additional job-specific safety guidelines to participants.
 - Promptly report any incidents or injuries to Workforce and complete required

- documentation in coordination with Workforce’s case managers.
3. Coordination and Communication
 - Maintain open communication with Workforce case managers, providing updates on participant attendance, performance, and any issues related to program compliance.
 - Notify Workforce immediately of any behavioral concerns or work-related challenges faced by participants, particularly those related to barriers associated with second-chance individuals.
 - Collaborate with Workforce to ensure participants meet program expectations, receive needed support, and are evaluated fairly.

Workforce Solutions of Central Texas shall:

1. Participant Recruitment and Screening
 - Identify and screen eligible program participants, including verification of their authorization to work in the United States.
 - Conduct background checks for all participants, including criminal history, and provide findings to the City for review and determination of compliance with City policies.
2. Provision of Worksite and Supervision
 - Assign qualified supervisors to oversee participants, ensuring they adhere to attendance, safety, and performance standards as outlined in the program requirements.
 - Provide necessary information on job responsibilities and safety protocols to participants and Workforce prior to the start of work.
3. Worksite Safety and Compliance
 - Ensure that all worksites are safe, adequately equipped, and in compliance with federal, state, and local laws and regulations.
 - Provide on-site safety briefings and issue any additional job-specific safety guidelines to participants.
 - Promptly report any incidents or injuries to Workforce and complete required documentation in coordination with Workforce’s case managers.
4. Case Management and Participant Support
 - Assign a case manager to each participant to act as a liaison between the City and Workforce, monitoring attendance, performance, and compliance.
 - Facilitate access to resources, including computer labs and travel assistance, for participants in need.
5. Funding and Payroll Administration
 - Administer payroll for participants through the contracted temporary work agency, compensating them at \$25.00 per hour.
 - Ensure timely submission of payroll documentation, including timesheets and task completion records, to the appropriate state agency.
6. Post-Work Experience Training
 - Provide “Rapid Re-Employment Training” for participants, including a Strength Assessment, resume workshops, and job search assistance.
 - Establish connections with Second Chance Employers and facilitate transitions into long-term employment opportunities.
7. Coordination and Communication

- Maintain open communication with Workforce case managers, providing updates on participant attendance, performance, and any issues related to program compliance.
- Notify Workforce immediately of any behavioral concerns or work-related challenges faced by participants, particularly those related to barriers associated with second-chance individuals.
- Collaborate with Workforce to ensure participants meet program expectations, receive needed support, and are evaluated fairly.

Mutual Terms and Conditions

1. Confidentiality - Both parties agree to maintain the confidentiality of participant information, sharing only what is necessary to fulfill program requirements or in accordance with federal and state law.
2. Dispute Resolution - Any disputes arising under this MOU will be addressed through negotiation between designated representatives of each party, prioritizing resolution in a manner consistent with program goals.
3. Duration and Termination - This MOU will remain in effect from [Start Date] to [End Date], unless terminated earlier by either party with a written notice of 30 days.
4. Modifications - Any modifications to this MOU must be agreed upon in writing by both parties.

Signed Agreement, Approved

The undersigned parties bind themselves to the faithful performance of this Agreement. It is mutually understood that this Agreement shall not become effective until approved by all parties involved.

 Susan Kamas
 Executive Director
 Workforce Solutions of Central Texas

 Date

 Kent Cagle
 City Manager
 City of Killeen

 Date