



Brewster Culberson El Paso Hudspeth Jeff Davis Presidio

Workforce Solutions Upper Rio Grande

Texas Back-To-Work Initiative Worksite Agreement

Purpose: To provide reimbursement of a portion of wages paid in order to offset costs associated with training and developing the employee into the employer's regular workforce.

Work Opportunity Tax Credit (WOTC): The hiring of this participant MAY allow the employer to receive a federal tax credit under the WOTC program. Employers must complete and submit the request for certification to the Texas Workforce Commission (TWC) within 28 days of the participant's first day of work. Request for certification does not guarantee approval. Contact the TWC WOTC Unit at 1-800-695-6879 for additional information.

This agreement is hereby entered into between the Texas Back-to-Work employer, _____ hereafter known as the Employer, and Workforce Solutions Upper Rio Grande, hereafter known as the Board.

This agreement sets forth the conditions with which the Employer must comply as a condition of participation in the Texas Back-to-Work Initiative.

Contracting Employer Information:

Employer Name	Federal Employer Identification #	State UI Tax #	Fax #	Worksite Phone #
Mailing Address	City / State	Zip Code	Authorized Contact	
Worksite Address (if different)	City / State	Zip Code	Worksite Supervisor (if applicable)	

EMPLOYER AGREES:

A. Program Participation:

- 1) To comply with all requirements of the provisions of federal and Texas state laws for the Texas Back-to-Work Initiative;
- 2) To comply with Board requirements in regard to providing timecards, timesheets, etc., for the purpose of processing subsidy reimbursement;
- 3) To permit the Board and/or TWC to audit and verify the claims made by the Employer;
- 4) To notify the Board prior to or immediately upon participant termination from employment;
- 5) To the extent permitted by the Texas Constitution and the Texas Tort Claims Act, to indemnify, defend, and hold harmless the State of Texas, TWC and its officers, agents, and employees from all claims, lawsuits, and actions of whatever nature brought against those parties which arise from the Employer's performance or omissions under this agreement.

B. General Employer Responsibilities:

- 1) To maintain health, safety, and working conditions at or above levels generally acceptable in the industry and no less than comparable jobs of the Employer;
- 2) To not deny employment, exclude from benefits, or allow any participant to suffer because of race, color, religion, sex, national origin, age, temporary medical condition, mental disability, physical handicap, or political affiliation or belief;
- 3) To not create a position that will infringe on any of the promotional opportunities of currently employed individuals;
- 4) That said company is not involved in a strike, lockout, or labor dispute;
- 5) That the total wage retention subsidy is \$2,000 payable as follows:
 - \$800 payable after the first month of employment.
 - \$600 payable after the second month of employment.
 - \$400 payable after the third month of employment.
 - \$200 payable after the fourth month of employment.
 - An invoice is to be submitted after each month's employment with proof of payroll documentation for each employee attached.
- 6) To submit an invoice to Workforce Solutions Upper Rio Grande, 221 N. Kansas, Ste 1000, El Paso, Texas 79901 each month's employment with the following payroll documentation for each employee:
 - Copy of check proof with company name, address and employee name showing hours worked and payroll per pay period.
 - OR
 - Copy of check stub with company name, address and employee name showing hours worked and payroll per pay period.
- 7) To submit hire and termination information to Workforce Solutions Upper Rio Grande, 221 N. Kansas, Ste 1000, El Paso, Texas on all individuals referred to you through this program.
- 8) To pay all participants at least the hourly rate of the Texas minimum wage, and not pay a wage that is substantially less than the wage paid for similar jobs in the local economy, with appropriate adjustments for experience and training;
- 9) To ensure that the position is for regular employment, not seasonal or temporary with a definite release date;

- 10) To withhold and/or pay, in accordance with state and federal law, all required deductions for state and federal income tax, Social Security tax and unemployment insurance tax, from participant wages;
- 11) To consent to the taking and publication of photographs and videos of Texas Back to Work Initiative participants at the worksite, by a duly authorized representative of Workforce Solutions Upper Rio Grande with approval of Corporate Communications.
- 12) To maintain fiscal and other Employer records pertinent to this agreement. The Employer shall provide TWC and the Board access to such records. All such records shall be retained and kept accessible for three years following final payments and conclusions of all pending matters;
- 13) To maintain all records of the participant as confidential, as required under federal and state law.

C. Employer Responsibilities to Participants:

- 1) To endeavor to make Texas Back-to-Work Initiative placements positive learning and training experiences;
- 2) To consider participants as regular employees of the Employer who shall be entitled to benefits required by state or federal law or company policy;
- 3) To provide a job description to the participant upon offer of work and ensure that participant is employed in said job;
- 4) To provide participants with a regular work schedule of no less than 30 hours per week;
- 5) To provide all training to the degree necessary for the participants to perform their duties;
- 6) To provide sick leave, holiday and vacation absences in conformity to the Employer's rules for regular employees;
- 7) To limit participants from political or sectarian activities during work hours.

I have read this agreement and understand the Texas Back-to-Work Initiative conditions. I hereby attest that I am currently and will continue to adhere to all applicable conditions of the Texas Workforce Commission rules and regulations, the Texas Labor Code, the Texas Unemployment Compensation Act, and the federal Fair Labor Standards Act. Additionally, I will not intentionally displace any regular employees in order to participate in this initiative.

Agreed By:

 Texas Back-to-Work Employer (Print)

 Texas Back-to-Work Employer (Sign)

 Date

BOARD AGREES:

D. Board Responsibilities:

- 1) To provide the Employer with individuals who are ready and willing to work in a positive training environment.
- 2) To reimburse the Employer in a timely manner either monthly or in one payment at the conclusion of the subsidized period, an amount equal to a total of \$2,000 for each referred and hired UI Claimant upon receipt of documentation required in B6 above. Total amount will be made payable as follows:
 - \$800 earned/payable after the first month of employment.
 - \$600 earned/payable after the second month of employment.
 - \$400 earned/payable after the third month of employment.
 - \$200 earned/payable after the fourth month of employment.
- 3) These reimbursements shall be made by the Upper Rio Grande Board upon receipt of documentation noted on B6 above. If the Board finds that an Employer has violated any of the rules of the Texas Back-to-Work Initiative, the Board shall withhold any amounts due the Employer and may seek repayment of any amounts paid to the Employer under this agreement. In addition, if the Employer fails to comply with this agreement or the Board's program requirements, the Board may immediately terminate this agreement with notice.
- 4) To actively solicit feedback from employers in order to improve the quality of candidates offered for hire to their positions.

Agreed By:

 Board Representative (Print)

 Board Representative (Sign)

 Date

Mail Original Agreement to: Workforce Solutions Upper Rio Grande, 221 N. Kansas, Ste 1000, El Paso, Texas 79901

TEXAS BACK-TO-WORK INITIATIVE PARTICIPANT INFORMATION

The attached agreement sets forth the conditions with which the Employer must comply as a condition of participation in the Texas Back-to-Work Initiative for employing the following participants:

PARTICIPANT # _____

Name:		Social Security Number:		Job Title:		Hours per Week:	
Start Date:	End Date:	First Pay Date:		Hourly Wage Range:			
				At start \$____ ; after ____ weeks \$____			

PARTICIPANT # _____

Name:		Social Security Number:		Job Title:		Hours per Week:	
Start Date:	End Date:	First Pay Date:		Hourly Wage Range:			
				At start \$____ ; after ____ weeks \$____			

PARTICIPANT # _____

Name:		Social Security Number:		Job Title:		Hours per Week:	
Start Date:	End Date:	First Pay Date:		Hourly Wage Range:			
				At start \$____ ; after ____ weeks \$____			

PARTICIPANT # _____

Name:		Social Security Number:		Job Title:		Hours per Week:	
Start Date:	End Date:	First Pay Date:		Hourly Wage Range:			
				At start \$____ ; after ____ weeks \$____			

PARTICIPANT # _____

Name:		Social Security Number:		Job Title:		Hours per Week:	
Start Date:	End Date:	First Pay Date:		Hourly Wage Range:			
				At start \$____ ; after ____ weeks \$____			