

● Pending Executed Copy

SUBSIDIZED EMPLOYMENT CONTRACT  
BETWEEN  
TEXAS MIGRANT COUNCIL, INC.  
DBA  
TEXAS WORKFORCE CENTER  
AND  
LAREDO INDEPENDENT SCHOOL DISTRICT  
1702 HOUSTON  
LAREDO, TX 78040  
TAX ID #74-6001580

This agreement is made and entered into by and between the Texas Workforce Center and Laredo Independent School District (herein after referred to as "CONTRACTOR")

NOW, THEREFORE, the Texas Workforce Center and Contractor agree to the following:

ARTICLE 1  
DESCRIPTION OF JOB TRAINING

1. Occupational skills training and mentorship for employee shall be provided. A formal job description shall be provided for each participating employee.
2. Each participating employee shall be provided with a training plan to assist in their understanding and performance of job duties.
3. The training methods used shall include but are not limited to:
  - a. use of reading material;
  - b. video instruction;
  - c. oral and written instruction; and
  - d. direct supervision at the training site.
4. The skills to be learned include but are not limited to:
  - a. following assigned instructions;
  - b. dealing effectively with the general public;
  - c. maintaining working relationships with peers, associates, superiors, and others; and
  - d. performing work that is accurate and complete

ARTICLE 2  
CONTRACTOR OBLIGATIONS

Contractor shall provide skills training to each participating employee in accordance with the following criteria:

1. Each participating employee shall receive a maximum of 153 total training days ✓
2. Each participating employee shall not exceed the maximum of 880 training hours. ✓
3. Each participating employee shall be compensated at a wage based on budget allocation and job description during the training period.

4. Each participating employee must abide by Contractors rules and regulations.
5. The Contractor shall designate the training site.
6. The Contractor shall designate the training supervisor.
7. After the initial Six (6) months of training, Contractor is not under any obligation to transfer the participants onto their payroll.
8. Contractor cannot terminate participating employees from employment without prior written notice to the appropriate Texas Workforce Center representative.

### ARTICLE 3 PROGRAM OBLIGATIONS

Texas Workforce Center shall be responsible for the following:

1. Texas Workforce Center shall pay the contractor Fifty (50 %) of wages for training provided to each participating employee, and subject to the following terms and conditions:
  - a. the maximum amount payable by the CHOICES/Welfare to Work grant under this agreement for each participating employee shall be fifty percent (50%) of the \$6.00 for a total of 880 hours of training;
  - b. leave or overtime hours shall not be included as training hours; and
  - c. contractor shall be responsible for approving and paying any type of leave or overtime hours.
2. Texas Workforce Center shall provide applicants that may be eligible candidates for participation in Contractors training.

### ARTICLE 4 DURATION OF CONTRACT

This agreement shall be in effect for a time period not to exceed 6 months beginning from April 1<sup>st</sup> 2002 or the date executed by TMC, whichever is later, and will expire on August 31<sup>st</sup> 2002 unless sooner termination in accordance with the terms stated elsewhere in this Agreement.

### ARTICLE 5 INDEPENDENT CONTRACTOR

It is the intent of the parties that under this agreement the contractor is an independently existing agency. In this regard, Texas Workforce Center shall not dictate the manner and method of providing services so long as such services are provided in compliance with accepted procedures and standards of care of Contractor's profession.

### ARTICLE 6 EMPLOYEE STATUS OF TRAINEE PARTICIPANTS

Each trainee employee participating in this training shall at all times be and remain employees of Contractor and not of the Texas Workforce Center.

#### ARTICLE 7 PERSONNEL AND EQUIPMENT

CHOICES/Welfare to Work grant funds may pay in accordance to applicable program regulations and requirement for training supplies, equipment or certifications with written request provided from the Contractor.

#### ARTICLE 8 PAYMENT

Contractor shall mail or otherwise present a Bi-weekly invoice to the Texas Workforce Center requesting payment for training services rendered through the end of each two-week period during the term of this contract. The invoice shall contain the following information: the name and social security number of the (participant) trainee, a time log reflecting the total number of training hours performed, the contract number, and the amount of charges for the corresponding number of training hours performed. Any invoice to the Texas Workforce Center must make reference to the Contract number. TWC will not reimburse Contractor for the cost of Works' Compensation or fringe benefits.

Mail invoices to (select):

- |  |   |
|--|---|
| <input type="checkbox"/> Texas Migrant Council Inc.<br>c/o Sylvia Gutierrez<br>5215 McPherson<br>Laredo, Tx 78041<br>Phone: (956) 722-5174 / Fax: (956) 726-2578 | <input type="checkbox"/> Texas Workforce Center<br>214 Chaparral<br>Rio Grande City, Texas 78582<br>Phone: (956) 487-5617 / Fax: (956) 716-8977<br>(866) 487-5617 |
| <input type="checkbox"/> Career Center<br>901-B W. Viggie<br>Hebbronville, Texas 78361<br>Phone: (361) 527-4632 / Fax: (361) 527-4954                            | <input type="checkbox"/> Career Center<br>1305 Kennedy<br>Zapata, Texas 78076<br>Phone: (956) 765-3003 / Fax: (956) 765-3273                                      |

No payment shall be made for training services prior to April 1<sup>st</sup> 2002, or after April 1<sup>st</sup> 2002, unless a current Workers' Compensation policy is provided to the Center, ensuring coverage to all employees participants. Payment requests will be processed and are subject to Section 2251.021 of the Texas Government Code "Time for Payment by a Governmental Entity".

TWC shall not be obligated to make any payment to Contractor hereunder if any one or more of the following conditions exist:

- Contractor is in breach or default under this Agreement;
- Any part of such payment is attributable to services not performed in accordance with this Agreement.

TWC shall have the right to verify the details set forth in Contractor's billings, certificates, and statements, either before or after payment.

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**ARTICLE 9  
WORKERS COMPENSATION**

Contractor shall obtain and maintain a policy of Workers' Compensation insurance coverage or board-approved alternative (occupational supplement) at all times during the term of this contract for each of the training participants. Obtaining workers' compensation insurance coverage for each of the trainee participants shall be the sole responsibility of the Contractor.

**ARTICLE 10  
NON-ASSIGNABILITY**

Service provider shall not assign any interest in this agreement nor delegate the performance of any of its duties herein specified without the written consent of Texas Workforce Center.

**ARTICLE 11  
GOVERNING LAW**

The validity of this agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be Governed by laws of the State of Texas.

**ARTICLE 12  
TEXAS WORKFORCE CENTER'S RIGHT TO TERMINATE**

This contract may be terminated by Texas Workforce Center at any time by giving a 30 days notice to Contractor, or immediately based on circumstances.

Performance by TWC under this agreement may be dependent upon the appropriate and allotment and/or allocation of the State of Texas funds. If funds are not appropriated, then TWC shall issue a written notice to Contractor and TWC may terminate this agreement immediately without further duty or obligation.

**ARTICLE 13  
ENTIRE AGREEMENT**

This contract supersedes any and all prior agreements between the Texas Workforce Center and Contractor whether written or oral. If any item, provision, covenant or condition of this contract should be held by a court of competent jurisdiction to be invalid, void or unenforceable, and such term, provision or condition is not an essential part of the contract and appears to have a controlling or material inducement to the making thereof, the same shall be deemed of no effect, and shall upon application of either party be stricken from the contract without affecting the binding force of the contract as it shall remain after omitting such provision.

**ARTICLE 14  
NON-DISCRIMINATION**

Contractor shall not discriminate against any person because of race, religion, color, sex, handicap or national origin. Contractor shall also abide by all Equal Opportunity rules, laws and regulations. Additionally Contractor shall also comply with Title VI of the Civil Right Act of 1964, The Americans

With Disabilities Act of 1990, Title 40 Chapter 73 of the Texas Administrative Code and the Texas Revised Civil Statutes Article 4419b-4.

**ARTICLE 15  
NOTICES**

Any and all notices required to be given under this contract shall be delivered by either personal delivery or mailing the respective party as follows:

Mail or deliver personally to (select):

- Texas Migrant Council Inc.  
c/o Marco Reyna  
2389 E. Saunders  
Laredo, Tx. 78041  
Phone: (956) 794-6500 / Fax: (956) 726-2578
- Career Center  
901-B W. Viggie  
Hebbronville, Texas 78361  
Phone: (361) 527-4632/ Fax: (361) 527-4954

- Texas Workforce Center  
214 Chaparral  
Rio Grande City, Texas 78582  
Phone:(956) 487-5617 / Fax: (956) 716-8977
- Career Center  
1305 Kennedy  
Zapata, Texas 78076  
Phone: (956) 765-3003/ Fax: (956) 765-3273

Contractor Contact:

Sam Sanchez

1702 Houston

Laredo, Tx 78040

(956) 795-3201

**ARTICLE 16  
CALENDAR YEAR 2001 A.D.**

The contractor certifies that the goods and/or service(s) covered by this contract are designed to be used prior to, during and after calendar year 2001 AD. The goods and/or service(s) will operate during such time periods without error relating to date which represents different centuries or more than one century.

**ARTICLE 17**

Addendums will cover special activities or provisions if needed, furthermore this Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except in writing and signed by authorized TWC and Contractor's representatives.

**ARTICLE 18  
Equal Opportunity Employer**

Equal Opportunity Employer/Program Auxiliary aids and services are available, upon request, individuals with disabilities.

**ARTICLE 19  
AUTHORITY TO BIND**

This Contract is not binding upon TMC unless and until it has been executed by the following person:

A. If executed on behalf of the Agency, by the Chief Executive Officer:

Signed in duplicate originals on this \_\_\_\_ day of \_\_\_\_\_.

**Texas Workforce Center of South Texas**

**Contractor**

\_\_\_\_\_

\_\_\_\_\_

By: Mary G. Capello

By: Jesus Amezcua

Title: CEO

Title: Chief Financial Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved as to form:**

\_\_\_\_\_  
Ricardo Ramirez  
TMC Regional Director