

SEWERAGE & WATER BOARD OF NEW ORLEANS

STRATEGY COMMITTEE MEETING

MONDAY, JUNE 13, 2016

1:00 PM

**625 ST. JOSEPH STREET
2^{N D} FLOOR BOARD ROOM**

Marion Bracy, Chair • Robin Barnes, Vice Chair • Kimberly Thomas • Dr. Tamika Duplessis • Kerri Kane

FINAL AGENDA

ACTION ITEMS

1. Authority of the Executive Director to Approve Contracts up to \$1,000,000.00 (R-088-2016)
2. Authorization for the President or President Pro Tem to Execute a Cooperative Endeavor Agreement with Rescare Workforce Services for Subsidized Work Experience and Skills Training (R-089-2016)

PRESENTATION ITEMS

3. None

INFORMATION ITEMS

4. Monthly Human Resources Activity Report for the Period May 1- May 31, 2016
5. Review of Previous Report
6. Any Other Matters



SEWERAGE AND WATER BOARD Inter-Office Memorandum

Date: June 9, 2016
From: Harold D. Marchand, Legal
To: Sharon Judkins, Deputy Director/Administration
Re: Authority of the Executive Director to Approve
Contracts up to \$1,000,000

Enclosed herewith please find a proposed resolution to be placed on the agendas of both the Finance and Administrative Committee and the Regular Meeting of the Board as an action item.

Should you have any questions regarding this matter, please advise.


DEPUTY SPECIAL COUNSEL

cc: Kathleen LaFrance
Nolan Lambert

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AUTHORITY OF THE EXECUTIVE DIRECTOR TO APPROVE CONTRACTS UP TO \$1,000,000

WHEREAS, the Sewerage and Water Board of New Orleans ("Board") currently makes contract awards for professional services, goods and services, construction, etc.; and

WHEREAS, the Finance and Administrative Committee is currently responsible for making a decision on the recommendation to award a contract, which recommendation is made to the Board; and

WHEREAS, a recommendation is made to empower the Executive Director with authority to award contracts of \$1 million or less on behalf of the Board; and

WHEREAS, a recommendation is also made that the Executive Director provide the members of the Board a monthly summary of all executed contracts that have been awarded by the Board through the Executive Director; and

WHEREAS, all current procedures exercised by the Board through its staff in compliance with the Public Bid Law pursuant La. R.S. 38:2212, et seq. will remain in effect; and

WHEREAS, the proposed new process would be more efficient, transparent and allow work to begin faster.

NOW, THEREFORE, BE IT RESOLVED by the Sewerage and Water Board of New Orleans that the Executive Director be authorized to approve contracts for \$1 million or less; further, that the Executive Director provide the Board of Directors a monthly summary of all executed contracts.

I, Cedric S. Grant, Executive Director,
Sewerage and Water Board of New Orleans, do hereby
certify that the above and foregoing is a true and
correct copy of a Resolution adopted at the Regular
Monthly Meeting of said Board, duly called and held,
according to law, on June 15, 2016.

CEDRIC S. GRANT, EXECUTIVE DIRECTOR
SEWERAGE AND WATER BOARD OF NEW ORLEANS



SEWERAGE AND WATER BOARD

Inter-Office Memorandum

Date: June 9, 2016

To: Cedric S. Grant, Executive Director

From: Sharon Judkins, Deputy Director, Administration

Re: Authorization for the President or President Pro Tem to Execute a Cooperative Endeavor Agreement with ResCare Workforce Services for Subsidized Work Experience and Skills Training

This is a request to place the above referenced matter on the agendas of both the Strategy Committee and Regular Monthly Meeting of the Board for the following reason:

The program administered through ResCare Workforce Services, is bound by GE Foundation Grant Funds. The program is designed to provide subsidized work experience and skills training in the Facility Maintenance Department.

Attached are a proposed Resolution and a proposed Agreement for your review and consideration.

Should you required any further discussion, please advise.

**AUTHORIZATION FOR PRESIDENT OR PRESIDENT PRO TEM TO EXECUTE
COOPERATIVE ENDEAVOR AGREEMENT WITH RESCARE WORKFORCE SERVICES**

WHEREAS, pursuant to Article 7, Section 14(C) of the Louisiana Constitution of 1974, and related statutes, the Board may enter into cooperative endeavors with the State of Louisiana, its political subdivisions and corporations, the United States and its agencies, and any public or private corporation, association, or individual with regard to cooperative financing and other economic development activities, the procurement and development of immovable property, joint planning and implementation of public works, the joint use of facilities, joint research and program implementation activities, joint funding initiatives, and other similar activities in support of public education, community development, housing rehabilitation, economic growth, and other public purposes;

WHEREAS, ResCare Workforce Services, is a Limited Liability Company and;

WHEREAS, ResCare Workforce Services provides subsidized meaningful and employment opportunities and related work experience under proper job conditions for participants.

WHEREAS, The Sewerage and Water Board will receive a Trainee Work Plan and Wage Subsidy Addendum for each participant placed at the Work Experience Program Work Site. The Trainee Work Plan will outline work schedule, duties, maximum hours, start and end dates.

NOW THEREFORE, BE IT RESOLVED, that the President Pro Tem is hereby authorized to execute on behalf of the Sewerage and Water Board of New Orleans a Cooperative Endeavor Agreement with ResCare Workforce Services.

I, Cedric S. Grant, Executive Director,
Sewerage and Water Board of New Orleans, do hereby
certify that the above and foregoing is a true and
correct copy of a Resolution adopted at the Regular
Monthly Meeting of said Board, duly called and held,
according to law, on June 15, 2016.

**CEDRIC S. GRANT, EXECUTIVE DIRECTOR
SEWERAGE AND WATER BOARD OF NEW ORLEANS**

COOPERATIVE ENDEAVOR AGREEMENT

BETWEEN

SEWERAGE AND WATER BOARD OF NEW ORLEANS

AND

RESCARE WORKFORCE SERVICES

SUBSIDIZED WORK EXPERIENCE AND SKILLS TRAINING

THIS COOPERATIVE ENDEAVOR AGREEMENT (CEA)

(the "Agreement") is made and entered into on this ____ day of _____, 2016 (the "Effective Date"), by and between the **SEWERAGE AND WATER BOARD OF NEW ORLEANS**, represented by **MITCHELL J. LANDRIEU, PRESIDENT** ("Board"), and **RESCARE WORKFORCE SERVICES ("RESCARE WORKFORCE SERVICES" or "CONTRACTOR")**, represented by **RACHELLE DEFILLO**.

WHEREAS, pursuant to Article 7, Section 14(C) of the Louisiana Constitution of 1974, and related statutes, the Board may enter into cooperative endeavors with the State of Louisiana, its political subdivisions and corporations, the United States and its agencies, and any public or private corporation, association, or individual with regard to cooperative financing and other economic development activities, the procurement and development of immovable property, joint planning and implementation of public works, the joint use of facilities, joint research and program implementation activities, joint funding initiatives, and other similar activities in support of public education, community development, housing rehabilitation, economic growth, and other public purposes;

WHEREAS, ResCare Workforce Services, is a Limited Liability Company; and

WHEREAS, ResCare Workforce Services provides subsidized meaningful and employment opportunities and related work experience under proper job conditions for participants.

NOW, THEREFORE, the Board and ResCare Workforce Services, each having the authority to do so, agree as follows:

I. OBLIGATIONS OF THE PARTIES.

A. Obligations of ResCare Workforce Services. ResCare Workforce Services will:

1. Administer the work experience program as outlined in Attachment "A".

B. Obligations of the Board. The Board will:

1. Provide a work experience program as outlined in Attachment "A" at a worksite with supervision for participants in the Delgado's Work Experience Program.

DURATION

This Agreement will be effective for 24 months from the Effective Date.

II. TERMINATION

A. **Termination for Convenience.** The Board may terminate this Agreement at any time during the term of the Agreement by giving ResCare Workforce Services written notice of its intention to terminate at least thirty (30) days before the intended date of termination.

B. **Termination for Cause.** Either party may terminate this Agreement immediately for cause. If either party prevails in a challenge to a termination for cause, the termination for cause will be deemed to be a termination for convenience effective thirty (30) days from the date that the original written notice of termination for cause without the requirement of notice.

III. INDEMNITY

A. **Duty to Indemnify the Board.** To the fullest extent permitted by law, ResCare Workforce Services will protect, defend, indemnify, and hold harmless the Board, its agents, elected officials, and employees (collectively, the "Indemnified Parties") from and against all claims, demands, actions, liabilities, losses (including, without limitation, economic losses), and costs, arising out of or related to (a) any actual or alleged act or omission in the performance of this Agreement by ResCare Workforce Services, its employees, or any subcontractor or (b) any act outside the scope of this Agreement by ResCare Workforce Services, its employees, or any subcontractor.

B. **Limit on Duty to Indemnify.** Notwithstanding anything in this Agreement to the contrary, Job 1 is not required to indemnify the Indemnified Parties for any loss that results from the gross negligence or willful misconduct of any of the Indemnified Parties, provided that ResCare Workforce Services or any subcontractor did not contribute to such gross negligence or willful misconduct.

C. **Independent Duty to Defend.** Notwithstanding anything in this Agreement to the contrary, ResCare Workforce Services, at its option, will immediately defend the Board from, or reimburse the Board for the Board's costs incurred in the defense of, any claim that actually or potentially falls within the scope of this indemnity, even if the claim is groundless, false, or fraudulent, or if ResCare Workforce Services is absolved of liability.

D. **Expenses.** ResCare Workforce Services will bear all expenses, including without limitation reasonable attorney fees, of the Board in enforcing the terms of this article.

IV. INSURANCE.

Contractor shall maintain at his own expense and in good standing, such insurance as will protect the Board, the City of New Orleans, their officers, officials, employees, boards, commissions, and volunteers, and the Contractor itself, from and against any and all claims or damages to public or private property or personal injury, including death, to employees or the public, which may arise from any operations under this contract or any of its subcontracts. The coverage shall contain no special limitations on the scope of protection afforded to the Board or the City. Both the Board and the City shall appear as "Additional Insureds" on all Commercial General Liability and Business Automobile Insurance. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Board and the City, their officers, officials, employees, boards and

commissions, and volunteers. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

If this transaction requires the Contractor or subcontractor's employees to enter the Board's facilities or job sites, a senior employee of the Contractor and/or any subcontractor will review the Board's Safety Orientation Notice (Notice), and will explain this Notice to every employee who will enter Board facilities. This Notice is included as a part of the specifications for this contract.

Contractor and its insurers shall agree to waive all rights of subrogation except on Professional Liability Policy against the Board, the City, and their officers, officials, employees, boards and commissions, and volunteers for losses arising from work performed by the Contractor for the Board and the City. Each insurance policy required by this contract shall be endorsed to state that coverage shall not be suspended, voided or canceled by either party, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, that has been given to the Risk Manager of the Board. In general, insurance is to be placed with insurers with a Best's rating of A-:V, although this requirement may be reviewed and modified by the Risk Manager of the Board in the best interest of the Board. The Risk Manager may also consider performing such review upon written request from Contractor. Contractor shall furnish the Board with certificates of insurance affecting coverage required by this contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

The certificates of insurance are to be received and approved by the Risk Manager of the Board before work commences. In the event of a claim, Contractor shall make applicable insurance policies available for review by the Board. Contractor shall retain its rights to restrict disclosure of Contractor's proprietary information.

The following are the types of insurance policies and the minimum limits of insurance coverage which shall be maintained by Contractor during the entire term of the Contract:

- a) **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE**, as will protect him from claims under Workers' Compensation Laws. The Workers' Compensation section of the policy shall afford statutory limits and be in accordance with all Louisiana Workers' Compensation Statutes. The Employers' Liability limit shall not be less than \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee/policy limit for bodily injury by disease. Whenever any vessel or floating equipment is involved, the insurance shall afford coverage under the Federal Longshoremen's and Harbor Workers' Act, and shall also include protection for injuries and/or death to Masters and Members of the crews of vessels with statutory limits in accordance with the Jones Act.
- b) **BUSINESS AUTOMOBILE INSURANCE**, which shall cover liability arising out of any auto (including owned, hired, and non-owned vehicle). The limit of liability shall not be less than \$1,000,000 each accident for all injuries, property damage, and/or death resulting from any one occurrence.

In addition, Contractor shall be required to furnish to the Risk Manager of the Board all copies of investigative reports with regard to any and all claims filed with the Contractor and his

insurance carriers relative to the contract, with the exception of claims filed against his Workers' Compensation Insurance. Such reports shall include date, location, and description of loss as well as amounts of settlements or judgments in order that annual aggregate limits may be monitored by the Board for Contractor's compliance with these specifications.

The furnishing of insurance as provided above shall not relieve Contractor of its responsibility for losses not covered by insurance. Prior to the signing of the contract, evidence of all such applicable insurance satisfactory to the Board shall be filed with the Risk Manager of the Board. All policies shall be in insurance companies authorized to do business in Louisiana and shall remain in full force and effect until the final completion of the work and acceptance thereof by the authority of the Board. Contractor and/or his insurer shall notify the Risk Manager of the Board at least thirty (30) days in advance of any insurance coverage to be canceled or of any insurance coverage that will expire. Contractor shall simultaneously furnish the Board evidence of new coverage to be effective the same day and hour of the expired or canceled coverage. In the event Contractor fails to submit this evidence of new coverage five (5) days prior to cancellation date or expiration date of any policy or policies, the Board will obtain the required coverage to become effective on date of cancellation or expiration of said policies. The cost of such new coverage shall be at the expense of Contractor and any expenditures incurred by the Board of this coverage will be deducted from any balance due to Contractor.

V. **NON-DISCRIMINATION.**

A. **Non-Discrimination in Employment.** With regard to any hiring or employment decision made in connection with the performance of this Agreement, including without limitation employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other compensation, and selection for training including apprenticeship, ResCare Workforce Services.

1. Will not discriminate or retaliate, in fact or in perception, against any employee or person seeking employment on the basis of race, color, national origin, religion, creed, culture, ancestral history, age, gender, sexual orientation, gender identity, marital or domestic partner status, physical or mental disability, or AIDS- or HIV-status;

2. Will take affirmative action to ensure compliance with this section;

3. Will include statements in all solicitations or advertisements for employment that all qualified applicants will receive consideration for employment without regard to race, color, national origin, religion, creed, culture, ancestral history, age, gender, sexual orientation, gender identity, marital or domestic partner status, physical or mental disability, or AIDS- or HIV-status;

4. Will post notices containing the provisions of this section in conspicuous places available to employees and persons seeking employment.

B. **Non-Discrimination.** In the performance of this Agreement, ResCare Workforce Services:

1. Will not discriminate or retaliate, in fact or in perception, on the basis of race, color, national origin, religion, creed, culture, ancestral history, age, gender, sexual orientation, gender identity, marital or domestic partner status, physical or mental disability, or AIDS- or HIV-status against: any employee of the Board; any employee of any person working on behalf of the Board; or any person seeking accommodation, advantages, facilities, privileges, services, or membership in all

business, social, or other establishments or organizations operated by ResCare Workforce Services.

2. Will comply with and abide all federal, state, and local laws relating to non-discrimination, including without limitation Title VII of the Civil Rights Act of 1964, as amended, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

C. Subcontracts. ResCare Workforce Services will incorporate the provisions of this Article by reference into all subcontracts relating to the performance of this Agreement.

VI. NOTICES.

Except for any routine communication, any notice, demand, communication, or request required or permitted under this Agreement will be given in writing and delivered in person or by certified mail, return receipt requested as follows:

1. To the Board:

Sharon Judkins
Human Resources Department
Sewerage and Water Board of New Orleans
625 St. Joseph St., Room 101
New Orleans, LA 70165

2. To ResCare Workforce Services:

Rachelle Defillo, Project Director
9901 Linn Station Road
Louisville, KY 70223

Designated Address:
3400 Tulane Avenue, 2nd Floor
New Orleans, LA 70119
504-658-4582
rdefillo@nola.gov

Notices are effective when received, except any notice that is not received due to the intended recipient's refusal or avoidance of delivery is deemed received as of the date of the first attempted delivery. Each party is responsible for notifying the other in writing that references this Agreement of any changes in its address (es) set forth above.

VII. INCORPORATED DOCUMENTS.

The following documents are incorporated by reference into this Agreement:

A. The following documents are incorporated by reference into this Agreement:

1. Work experience / internship agreement.

B. If any of these documents conflict, in whole or in part, with this Agreement, the terms and conditions of this Agreement will control except as provided by law.

Prohibition Against Financial Interest in Agreement. No elected official or employee of the

Board shall have a financial interest, direct or indirect, in this Agreement, including through any financial interest held by the spouse, child, or parent. Any willful violation of this provision, with the expressed or implied knowledge of ResCare Workforce Services, will render this Agreement voidable by the Board and shall entitle the Board to any rights and remedies available to the Board.

A. Convicted Felon Statement. ResCare Workforce Services swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. ResCare Workforce Services has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement.

B. Audit and Other Oversight. ResCare Workforce Services will abide by all provisions of City Code § 2-1120, including without limitation City Code § 2-1120(12), which requires Job 1 to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests is a material breach of the Agreement. In signing this Agreement, ResCare Workforce Services agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

C. Ownership Interest Disclosure. ResCare Workforce Services will provide a sworn affidavit listing all persons, natural or artificial, with an ownership interest in ResCare Workforce Services and stating that no other person holds an ownership interest in Job 1 via a counter letter. For the purposes hereof, an “ownership interest” shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If ResCare Workforce Services fails to submit the required affidavits, the Board may, after thirty (30) days’ written notice to ResCare Workforce Services, suspend or cause the suspension of any further payments until the required affidavits are submitted.

D. Subcontractor Reporting. ResCare Workforce Services will provide a list of all persons, natural or artificial, who are retained by Job 1 at the time of the Agreement’s execution and who are expected to perform work as subcontractors in connection with Job 1 work for the Board. In regard to any subcontractor proposed to be retained by ResCare Workforce Services to perform work on the Agreement with the Board, ResCare Workforce Services must provide notice to the Board within thirty (30) days of retaining said subcontractor. If ResCare Workforce Services fails to submit the required lists and notices, the Board may, after thirty (30) days’ written notice to ResCare Workforce Services, take such action as may be necessary to cause the suspension of any further payments until such the required lists and notices are submitted.

E. Employee Verification. ResCare Workforce Services swears that (i) it is in compliance with La. R.S. 38:2212.10, and is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens; (ii) it will continue, during the term of this Agreement, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana; and (iii) it will require all subcontractors to submit to ResCare Workforce Services a sworn affidavit verifying compliance with items (i) and (ii) above. ResCare Workforce Services acknowledges and agrees that any violation of this paragraph may subject this Agreement to cancellation and may result in Job 1 being ineligible for any public contract for a period of three years from the date the violation is discovered. ResCare Workforce Services will be liable for any costs incurred by the Board occasioned by the cancellation of this Agreement or the loss of any license or permit to do business in the State of Louisiana

resulting from a violation of La. R.S. 38:2212.10. ResCare Workforce Services agrees to provide to the Board a sworn affidavit attesting to these provisions if requested by the Board to do so; the Board may cancel the Agreement if ResCare Workforce Services fails to provide the requested affidavit.

F. Non-Exclusivity for the Board. The Board shall be free to engage the services of other persons for the performance of some or all of the obligations contemplated in this Agreement.

G. Acknowledgment of Exclusion of Worker's Compensation Coverage. ResCare Workforce Services expressly agrees and acknowledges that it is an independent contractor as defined in La. R.S. 23:1021 and as such, it is expressly agreed and understood between the parties hereto, in entering into this services agreement, that the Board shall not be liable to Job 1 for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana, and further, under the provisions of La. R.S. 23:1034, anyone employed by Job 1 shall not be considered an employee of the Board for the purpose of Workers' Compensation coverage.

H. Acknowledgment of Exclusion of Unemployment Compensation Coverage. ResCare Workforce Services herein expressly declares and acknowledges that it is an independent contractor, and as such is being hired by the Board under this Agreement for hire as noted and defined in La. R.S. 23:1472(E), and therefore, it is expressly declared and understood between the parties hereto, in entering into this services agreement, or agreement for hire, and in connection with unemployment compensation only, that:

1. ResCare Workforce Services has been and will be free from any control or direction by the Board over the performance of the services covered by this contract; and
2. Services to be performed by Job 1 are outside the normal course and scope of the Board's usual business; and
3. ResCare Workforce Services has been independently engaged in performing the services listed herein prior to the date of this agreement.

Consequently, neither ResCare Workforce Services nor anyone employed by ResCare Workforce Services shall be considered an employee of the Board for the purpose of unemployment compensation coverage, which is expressly waived and excluded.

I. Waiver of Benefits. The Board and ResCare Workforce Services agree and understand that ResCare Workforce Services, acting as an independent agent, shall not receive any sick and annual leave, health or life insurance, pension, or other benefits from the Board.

J. Jurisdiction. ResCare Workforce Services consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans and formally waives any pleas of jurisdiction on account of the residence elsewhere.

K. Governing Law. Any dispute arising from or relating to this Agreement or the performance of any obligations under this Agreement shall be resolved in accordance with the laws of the State of Louisiana.

L. Rules of Construction. This Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or

interpretation of this Agreement. The singular number includes the plural, where appropriate. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved in favor of or against either party on the basis of which party drafted the language.

M. Severability. The parties intend all provisions of this Agreement to be enforced to the fullest extent permitted by law. Accordingly, if a court of competent jurisdiction finds any provision to be unenforceable as written, the court should reform the provision so that it is enforceable to the maximum extent permitted by law. If a court finds any provision is not subject to reformation, that provision shall be fully severable and the remaining provisions of this Agreement shall remain in full force and effect and shall be construed and enforced as if such illegal, invalid, or unenforceable provision was never included, and the remaining provisions of this Agreement shall remain in full force and effect.

N. Survival of Provisions. All representations and warranties and all responsibilities regarding record retention, access, and ownership, cooperation with Office of Inspector General investigations, and indemnification shall survive the termination of this Agreement and continue in full force and effect.

O. No Third-Party Beneficiaries. This Agreement is entered into for the exclusive benefit of the Board and ResCare Workforce Services, and the parties expressly disclaim any intent to benefit any person that is not a party to this Agreement.

P. Non-Waiver. The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right, or to seek any remedy upon discovery of any default or breach of the other party shall not affect or be deemed a waiver of any party's right to insist upon compliance with the terms and conditions of the Agreement, to exercise any rights, or to seek any available remedy with respect to any default, breach, or defective performance.

Q. Agreement Binding. This Agreement is not assignable by either party unless authorized by a validly executed amendment.

R. Modifications. This Agreement shall not be modified except by written amendment executed by authorized representatives of the parties.

S. Voluntary Execution. ResCare Workforce Services has read and fully understands the terms, covenants and conditions set forth in this Agreement and is executing the same willingly and voluntarily of its own volition.

T. Complete Agreement. This Agreement supersedes and replaces any and all prior agreements, negotiations, and discussions between the parties with regard to the terms, obligations, and conditions of this Agreement.

IN WITNESS WHEREOF, the Sewerage and Water Board of New Orleans and ResCare Workforce Services through their duly authorized representatives, execute this Agreement.

SEWERAGE AND WATER BOARD OF NEW ORLEANS

BY: _____
MITCHELL J. LANDRIEU, PRESIDENT

FORM AND LEGALITY APPROVED:

Legal Department

By: _____

Printed Name: _____

RESCARE WORKFORCE SERVICES

BY: _____

RACHELLE DEFILLO, PROJECT DIRECTOR

CORPORATE TAX ID

ATTACHMENT A

JOB1 BUSINESS & CAREER SOLUTIONS CENTERS WORK EXPERIENCE/INTERNSHIP AGREEMENT

Contract Number: WEX-0057-2016-17 INT-XX-2016-24
Effective: June 7, 2016 – May 31, 2018

Private Non-Profit Public Agency Private for Profit Public Non-Profit Other

EMPLOYER OF RECORD: JOB1 Operated by ResCare Workforce Services

NAME OF WORK SITE: Sewerage & Water Board of New Orleans

ADDRESS: 8800 S. Claiborne Avenue CITY: New Orleans STATE: Louisiana ZIP: 70118

WORK SITE SUPERVISOR: [REDACTED] TELEPHONE: 504-[REDACTED] E-MAIL: [REDACTED]

WORK SITE JOB DEVELOPER: Lynette Green TELEPHONE: 504.658.4583 E-MAIL:lpgreen@nola.gov

This agreement establishes the responsibilities of the JOB1 Business and Career Solutions Center as the Work Experience Administrative Entity operated by Arbor E&T dba ResCare Workforce Services and Sewerage and Water Board of New Orleans as the Work Experience Program Work Site. An agreement for services will exist only after both parties of the agreement have properly executed a Signed agreement and Subsidized Work Experience Participant Skills Development Outline. The Employer will receive a Trainee Work Plan and Wage Subsidy Addendum for each participant placed at the Work Experience Program Work Site. The Trainee Work Plan will outline work schedule, duties, maximum hours, start and end dates. The Addendum will outline the maximum number of training hours and cost for each trainee. All Trainee Work Plans must be signed by Work Site Supervisor, Trainee and JOB1/ResCare Representative prior to commencing training.

I. PURPOSE OF WORK EXPERIENCE PROGRAM:

This program, administered through JOB1 Business and Career Solutions Center operated by ResCare Workforce Services, is bound by GE Foundation Grant Funds. These programs are designed to provide "Subsidized Work Experience" and skills training. The program provides subsidized meaningful employment opportunities and related work experience under proper job conditions for participants as stipulated in Attachment C. The program also provides an opportunity for permanent placement within the work site.

II. WORK SITE RESPONSIBILITIES:

- A. Outline the participant's skills development objectives.
 - B. Instruct the participant in the performance of his/her job and provide the necessary supervision and guidance.
 - C. Objectively evaluate participant's job performance pertaining to his/her skills development progress as stipulated in Attachment B and submit to the Job Developer or other appropriate ResCare Workforce Services staff member. Ensure the conditions of the Work Site are safe and the participant works in a safe manner.
 - D. Ensure the participant's work time is accurately recorded, does not exceed authorized working hours, and is certified by both participant and supervisor signatures.
- E. Employer will comply with all applicable federal and state workplace laws and regulations, including, but not limited to Title VII, OSHA, the Clean Air Act, and all federal and state laws which prohibit discrimination in

employment and in the delivery of services on the basis of race, color, national origin, age, sex, handicap, disability or religious belief. The Employer agrees to abide by all applicable Federal, State, and local laws governing EEO, ADA Laws. The United States has the right to seek judicial enforcement of this assurance. This assurance shall be deemed incorporated by operation of law in grant, cooperative agreement, contract or other arrangement whereby Federal assistance is made available, whether or not it is physically incorporated in such document and whether or not there is written agreement between the State of Louisiana, its recipients and/or sub recipients. This assurance may also be incorporated by reference in such grants, cooperative agreements, contracts or other arrangements.

- F. No participant will be placed into or remain working in any position which is affected by labor disputes involving a work stoppage when the physical safety of the participant is at risk.
- G. Ensures that participant are allowed to engage in job search activities to include but not limited to:
 - 1. **Job Search (online/in person)**
 - 2. **Job Interviews**

III. REIMBURSEMENT/SUBSIDY PAYMENTS:

It is further understood and mutually agreed upon by all parties that participants shall be considered employees of ResCare Workforce Services and as such will be reimbursed at 100% by ResCare Workforce Services for the expressed purpose of fulfilling the objectives of this agreement. Individual participant wage subsidized amounts or participant wage reimbursement percentage allocations will be detailed and approved by all parties on the Wage Subsidy Addendum of this agreement.

If public funding is eliminated or substantially reduced, JOB1 may immediately terminate this agreement.

IV. WORKERS COMPENSATION:

It is further understood and mutually agreed upon by all parties that those participants assigned shall be adequately covered by Workers Compensation insurance provided by ResCare Workforce Services. All work sites shall send job related injured participants to the appropriate medical facility for treatment consistent with the affected Work Site polities. The assigned JOB1/ResCare staff person shall be notified immediately after any injury or accident. All parties agree that the appropriate Incident Report (Employer's Report of Occupational Injury or Disease) shall be completed as soon as possible and sent the appropriate Work Site personnel.

V. COUNSELING:

If a participant is not performing satisfactorily or is experiencing any other difficulty negatively impacting his or her job performance, the Work Site Supervisor shall contact their assigned Job Developer. The Job Developer will work with Work Site Supervisor to ensure that problems that may arise will be resolved in a manner that is satisfactory to all parties.

VI. DISMISSAL/TERMINATION:

In the event that counseling/intervention has failed to resolve problems, the decision to remove or terminate participant (s) from the Work Site will be determined by the appropriate personnel of the worksite. The job developer shall be notified immediately of such action. All participants are subject to and protected by the Civil Rights Act of 1964.

VII. TIME SHEETS:

JOB1 Business and Career Solution Center time sheets will be used to record participant attendance and must be submitted on a bi-weekly basis by 5:00 pm on the Monday following the end of the pay period to the following address:

**JOB1 Business and Career Solutions Center
3400 Tulane Avenue
New Orleans, LA 70119
Attn: Ernest Elly**

VIII. WORKSITES ARE REMINDED OF THE FOLLOWING:

- a. Only hours actually in attendance are shown on the time sheet.
- b. Participants must sign in and out for lunch periods. Participants are not paid for lunch periods.
- c. Participants will not be paid for holidays unless they work on the holiday. Work sites observing a holiday may allow participants to make up lost work time resulting from the holiday.
- d. **Do not indicate partial hours less than fifteen (15) minutes on the time sheets. Indicate partial worked as .25, .50, and .75. (EXAMPLE: A participant may work 3 and ½ hours, 3.50 or 3 hours and 45 minutes, 3.75)**
- e. All day absence is indicated by using 00.
- f. Incomplete time sheets will result in delays or non-payments.
- g. Do not use white out on time sheet.
- h. It is imperative that the supervisor check for accuracy of calculated time.
- i. The supervisors who sign this agreement must sign the timesheet.

IX. HOURS/WEEK:

Neither Work Site Supervisor nor participant (s) may change the total number of work hours recorded without approval of JOB1 representative. ResCare Workforce Services is not obligated to pay any wages beyond four teen (14) hours per week. The Work Site understands and agrees that it and not the Administrative Entity are solely responsible for any and all payments to the participants (including overtime) who work beyond fourteen (14) hours per week. However, in the event that a paid holiday falls within a standard fourteen (14) hours work week, participants may be reimbursed or subsidized by ResCare Workforce Services at that holiday pay rate, providing they have worked the said holiday, and have submitted appropriate documentation on the time sheet.

X. CHECK DISTRIBUTION

The Work Site supervisor will notify the trainee to pick up check on the specified date of distribution.

XI. WIOA INTERNSHIP CONTACTS:

JOB1 Representative:	Phone: 504.658.4521 Fax: 504.658.4502
Career Advisor:	Phone: 504.658.4510 Fax: 504.658.4502
Business Services Team Lead:	Phone: 504.658.4583 Fax: 504.658.4502

XII. MONITORING

The Work Site shall be monitored for compliance with the provisions of this agreement. Monitoring visits will be scheduled periodically and monitors will talk to Work Site staff and to the participant (s) about the program. Monitors will have access to time sheets and other records for purposes of ascertaining compliance with the Work Site agreement. When a problem is noted, the Work Site supervisor will be provided sufficient time to correct any deficiencies. Should problems persist, the Administrative Entity reserves the right to discontinue use of the Work Site.

XIII. WORK SITE FILE REQUIREMENTS:

- A. Time Sheets
- B. Medical/Emergency Information Form
- C. Incident Report Forms
- D. Signed Original Work Site Agreement
- E. Check Distribution Policy

XIV. WORK PROVISIONS

Maximum number of participants to be assigned will be based on enrolled participants in Delgado's NCCER Core Training to encourage them to continue their education and provide career development. The program provides subsidized meaningful employment opportunities and related work experience under proper job

conditions for participants. The program also provides an opportunity for permanent placement within the work site. If public funding is eliminated or substantially reduced, ResCare/JOB1 may immediately terminate this agreement.

XV. ASSURANCES

The employer's authorized representative and/or Work Site supervisor, through signature of this agreement assures the following:

1. All provisions and objectives of this agreement will be fully carried out.
2. Participants are performing meaningful work in a safe and healthy work environment.
3. Time sheets will be properly maintained and verified for accuracy.
4. All supervisory personnel are aware of the Work Experience Program objectives along with the provisions of this agreement.
5. The Work Site shall comply with all Federal, State, and Administrative Entity regulations governing the Work Experience Program, and other applicable federal laws including but not limited to licensing, taxation, insurance requirements, Clean Air Act, and Child Labor Laws.
6. The Work Site shall provide sufficient work available to occupy all participants during the work hours stipulated in this agreement.
7. The Work Site shall not displace current employees with ResCare/JOB1 participants.
8. The Work Site cannot encourage or require participation in sectarian instruction or religious workshop.
9. No participant shall be employed or be required to engage in any political activities.

XVI. ATTACHMENTS

- A. Subsidized WEX/INT Participant Time Sheet
- B. Subsidized WEX/INT Participant Evaluation
- C. Subsidized WEX/INT Participant Work Plan
- D. Subsidized WEX/INT Participant Addendum

WORK SITE/EMPLOYER APPROVAL

WORK SITE EMPLOYER NAME: (PRINT) _____ **TITLE:** _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

ALTERNATE EMPLOYER NAME: (PRINT) _____ **TITLE:** _____

ALTERNATE EMPLOYER SIGNATURE: _____ **DATE:** _____

JOB 1 BUSINESS & CAREER SOLUTIONS CENTER APPROVAL

JOB1 MANAGEMENT NAME: (PRINT) _____ **TITLE:** _____

JOB1 MANAGEMENT SIGNATURE: _____ **DATE:** _____

JOB1 MANAGEMENT SIGNATURE: _____ **TITLE:** _____

JOB1 MANAGEMENT SIGNATURE: _____ **TITLE:** _____

ATTACHMENT B

JOB1 SUBSIDIZED WORK EXPERIENCE/INTERNSHIP PARTICIPANT EVALUATION

Trainee Information

Trainee Name: _____ Participant ID: _____

Start Date: _____ End Date: _____ Job Title: _____

Worksite Information

Worksite: _____ Worksite Address: _____

Worksite Telephone: _____ Days/Hours of Operation: _____

Supervisor: _____ Telephone: _____

Alternate Supervisor: _____ Telephone: _____

Please rate the Trainee for each characteristic utilizing the following scale:

1= Unsatisfactory 2= Satisfactory 3=Good 4=Excellent

	Item	Rating 1	Rating 2	Rating 3	Rating 4	Rating 5	Final Rating
1.	Cooperative						
2.	Following directions						
3.	Responsible						
4.	Takes initiative						
5.	Skills Progress						
6.	Appearance						
7.	Attendance						
8.	Punctuality						
9.	Integrity						
10.	Productivity						
11.	Work Quality						
12.	Conduct/Attitude						
	Average Rating: (Total Points)						
	Comments:						
	Date of Evaluation:						

Evaluation Period: From: _____ to _____.

Signature of Trainee: _____ This performance evaluation has been discussed with me, and I certify that I have received training in the skills listed.

Signature of Supervisor: _____ I have discussed this performance evaluation with the Trainee, and certify that I have evaluated the skills objectively.

ATTACHMENT C

**JOB1 SUBSIDIZED WORK EXPERIENCE/INTERNSHIP
PARTICIPANT SKILLS DEVELOPMENT OUTLINE**

Company Name:

Work Experience/Intern Position:

Below is a description of the skills development areas that will be taught to the WEX/Internship participant(s) during the program. This outline includes clearly stated objectives to be acquired by the participants during their Internship training. Subsequent modifications to this participant outline must be approved by authorized personnel of all parties.

PARTICIPANT (S) WILL DEMONSTRATE:

Please provide a percentage of time next to each objective to total 100%

TOTAL	100%

ATTACHMENT C- Part II

**JOB1 SUBSIDIZED WORK EXPERIENCE/INTERNSHIP
PARTICIPANT/TRAINEE WORK PLAN**

Trainee Information		
Trainee Name:	Last 4:	Phone:
HIRE System ID #:	Program:	
Emergency Contact:	Emergency Contact Phone:	
Worksite Information		
Worksite:	Address City, State, Zip:	
Days/Hours of Operation:	Supervisor:	Alt. Supervisor:
Phone:	Alternate Phone:	Fax:
General Training Information		
Job Title:	Hourly Wage: \$	Total Program Hours:
Hours per Week:	Start Date:	End Date:
Duties and Responsibilities		
1.	4.	
2.	5.	
3.	6.	
7.	8.	

_____	_____	_____	_____
Participant/Trainee Signature	Date	Worksite Supervisor Signature	Date
_____	_____	_____	_____
Representative Signature	Date	Alternate Supervisor Signature	Date

If a Trainee Work Plan is being modified for any reason other than changing worksites, complete the modification section below. If the Trainee is changing worksites, a NEW trainee Work Plan must be completed and attached to the corresponding Worksite terms and conditions.

If Trainee time is extended, justification/rationale MUST be provided in the IEP/ISS, and HIRE case notes. Any changes in costs must be recorded in obligations/de-obligations section of the financial records.

Modifications	
Date:	Date:
Modification:	Modification:
Reason:	Reason:

I certify that the above information is correct, and the Trainee and Worksite Supervisor have participated in its development

_____	_____	_____	_____
Trainee Signature	Date	JOB1/Rescare Representative	Date

ATTACHMENT D

JOB1 SUBSIDIZED WORK EXPERIENCE/INTERNSHIP
PARTICIPANT WAGE SUBSIDY ADDENDUM

AGREEMENT NUMBER: _____

Worksite: _____

Address: _____

Participant Name: _____

City State Zip

Address: _____

Job Title/Position: _____

City State Zip

Career Advisor: _____

Hourly Wage Rate: \$ _____ @ 100%

Start Date: _____ End Date: _____

 Delgado NCCER Program

Program Department Code(s): _____ and _____.

\$ _____	x	_____	=	_____	x	_____
Hourly Rate (100%)		Total No. Hours		Amount		Fringes Amount 11.8%
		_____	+	_____	=	_____
		Amount		Fringes		Total Contracted Amount

I WITNESS THEREOF, This Addendum is signed and entered into on the date indicated:

Career Advisor: _____ Date: _____

Business Service Manager: _____ Date: _____

This Addendum contains or has attached herein all revised terms and conditions agreed upon by the contracting parties.

ATTACHMENT A

JOB1 BUSINESS & CAREER SOLUTIONS CENTERS WORK EXPERIENCE/INTERNSHIP AGREEMENT

Contract Number: WEX-0057-2016-17 INT-XX-2016-24
Effective: June 7, 2016 – May 31, 2018

Private Non-Profit Public Agency Private for Profit Public Non-Profit Other

EMPLOYER OF RECORD: JOB1 Operated by ResCare Workforce Services

NAME OF WORK SITE: Sewerage & Water Board of New Orleans

ADDRESS: 8800 S. Claiborne Avenue CITY: New Orleans STATE: Louisiana ZIP: 70118

WORK SITE SUPERVISOR: _____ TELEPHONE: 504- _____ E-MAIL: _____

WORK SITE JOB DEVELOPER: Lynette Green TELEPHONE: 504.658.4583 E-MAIL:lpgreen@nola.gov

This agreement establishes the responsibilities of the JOB1 Business and Career Solutions Center as the Work Experience Administrative Entity operated by Arbor E&T dba ResCare Workforce Services and Sewerage and Water Board of New Orleans as the Work Experience Program Work Site. An agreement for services will exist only after both parties of the agreement have properly executed a Signed agreement and Subsidized Work Experience Participant Skills Development Outline. The Employer will receive a Trainee Work Plan and Wage Subsidy Addendum for each participant placed at the Work Experience Program Work Site. The Trainee Work Plan will outline work schedule, duties, maximum hours, start and end dates. The Addendum will outline the maximum number of training hours and cost for each trainee. All Trainee Work Plans must be signed by Work Site Supervisor, Trainee and JOB1/ResCare Representative prior to commencing training.

I. PURPOSE OF WORK EXPERIENCE PROGRAM:

This program administered through JOB1 Business and Career Solutions Center operated by ResCare Workforce Services, is bound by GE Foundation Grant Funds. These programs are designed to provide "Subsidized Work Experience" and skills training. The program provides subsidized meaningful employment opportunities and related work experience under proper job conditions for participants as stipulated in Attachment C. The program also provides an opportunity for permanent placement within the work site.

II. WORK SITE RESPONSIBILITIES:

- A. Outline the participant's skills development objectives.
 - B. Instruct the participant in the performance of his/her job and provide the necessary supervision and guidance.
 - C. Objectively evaluate participant's job performance pertaining to his/her skills development progress as stipulated in Attachment B and submit to the Job Developer or other appropriate ResCare Workforce Services staff member. Ensure the conditions of the Work Site are safe and the participant works in a safe manner.
 - D. Ensure the participant's work time is accurately recorded, does not exceed authorized working hours, and is certified by both participant supervisor signatures.
- E. Employer will comply with all applicable federal and state workplace laws and regulations, including, but not limited to Title VII, OSHA, the Clean Air Act, and all federal and state laws which prohibit discrimination in

employment and in the delivery of services on the basis of race, color, national origin, age, sex, handicap, disability or religious belief. The Employer agrees to abide by all applicable Federal, State, and local laws governing EEO, ADA Laws. The United States has the right to seek judicial enforcement of this assurance. This assurance shall be deemed incorporated by operation of law in grant, cooperative agreement, contract or other arrangement whereby Federal assistance is made available, whether or not it is physically incorporated in such document and whether or not there is written agreement between the State of Louisiana, its recipients and/or sub recipients. This assurance may also be incorporated by reference in such grants, cooperative agreements, contracts or other arrangements.

- F. No participant will be placed into or remain working in any position which is affected by labor disputes involving a work stoppage when the physical safety of the participant is at risk.
- G. Ensures that participant are allowed to engage in job search activities to include but not limited to:
 - 1. **Job Search (online/in person)**
 - 2. **Job Interviews**

III. REIMBURSEMENT/SUBSIDY PAYMENTS:

It is further understood and mutually agreed upon by all parties that participants shall be considered employees of ResCare Workforce Services and as such will be reimbursed at 100% by ResCare Workforce Services for the expressed purpose of fulfilling the objectives of this agreement. Individual participant wage subsidized amounts or participant wage reimbursement percentage allocations will be detailed and approved by all parties on the Wage Subsidy Addendum of this agreement.

If public funding is eliminated or substantially reduced, JOB1 may immediately terminate this agreement.

IV. WORKERS COMPENSATION:

It is further understood and mutually agreed upon by all parties that those participants assigned shall be adequately covered by Workers Compensation insurance provided by ResCare Workforce Services. All work sites shall send job related injured participants to the appropriate medical facility for treatment consistent with the affected Work Site policies. The assigned JOB1/ResCare staff person shall be notified immediately after any such injury or accident. All parties agree that the appropriate Incident Report (Employer's Report of Occupational Injury or Disease) shall be completed as soon as possible and sent the appropriate Work Site personnel.

V. COUNSELING:

If a participant is not performing satisfactorily or is experiencing any other difficulty negatively impacting his or her job performance, the Work Site Supervisor shall contact their assigned Job Developer. The Job Developer will work with Work Site Supervisor to ensure to ensure that problems that may arise will be resolved in a manner that is satisfactory to all parties.

VI. DISMISSAL/TERMINATION:

In the event that counseling/intervention has failed to resolve problems, the decision to remove or terminate participant (s) from the Work Site will be determined by the appropriate personnel of the worksite. The job developer shall be notified immediately of such action. All participants are subject to and protected by the Civil Rights Act of 1964.

VII. TIME SHEETS:

JOB1 Business and Career Solution Center time sheets will be used to record participant attendance and must be submitted on a bi-weekly basis by 5:00 pm on the Monday following the end of the pay period to the following address:

**JOB1 Business and Career Solutions Center
3400 Tulane Avenue
New Orleans, LA 70119
Attn: Ernest Elly**

VIII. WORKSITES ARE REMINDED OF THE FOLLOWING:

- a. Only hours actually in attendance are shown on the time sheet.
- b. Participants must sign in and out for lunch periods. Participants are not paid for lunch periods.
- c. Participants will not be paid for holidays unless they work on the holiday. Work sites observing a holiday may allow participants to make up lost work time resulting from the holiday.
- d. **Do not indicate partial hours less than fifteen (15) minutes on the time sheets. Indicate partial worked as .25, .50, and .75. (EXAMPLE: A participant may work 3 and ½ hours, 3.50 or 3 hours and 45 minutes, 3.75)**
- e. All day absence is indicated by using 00.
- f. Incomplete time sheets will result in delays or non-payments.
- g. Do not use white out on time sheet.
- h. It is imperative that the supervisor check for accuracy of calculated time.
- i. The supervisors who sign this agreement must sign the timesheet.

IX. HOURS/WEEK:

Neither Work Site Supervisor nor participant (s) may change the total number of work hours recorded without approval of JOB1 representative. ResCare Workforce Services is not obligated to pay any wages beyond forth teen (14) hours per week. The Work Site understands and agrees that it and not the Administrative Entity are solely responsible for any and all payments to the participants (including overtime) who work beyond forth teen (14) hours per week. However, in the event that a paid holiday falls within a standard forth teen (14) hours work week, participants may be reimbursed or subsidized by ResCare Workforce Services at that holiday pay rate, providing they have worked the said holiday, and have submitted appropriate documentation on the time sheet.

X. CHECK DISTRIBUTION

The Work Site supervisor will notify the trainee to pick up check on the specified date of distribution.

XI. WIOA INTERNSHIP CONTACTS:

JOB1 Representative:	Phone: 504.658.4521 Fax: 504.658.4502
Career Advisor:	Phone: 504.658.4510 Fax: 504.658.4502
Business Services Team Lead:	Phone: 504.658.4583 Fax: 504.658.4502

XII. MONITORING

The Work Site shall be monitored for compliance with the provisions of this agreement. Monitoring visits will be scheduled periodically and monitors will talk to Work Site staff and to the participant (s) about the program. Monitors will have access to time sheets and other records for purposes of ascertaining compliance with the Work Site agreement. When a problem is noted, the Work Site supervisor will be provided sufficient time to correct any deficiencies. Should problems persist, the Administrative Entity reserves the right to discontinue use of the Work Site.

XIII. WORK SITE FILE REQUIREMENTS:

- A. Time Sheets
- B. Medical/Emergency Information Form
- C. Incident Report Forms
- D. Signed Original Work Site Agreement
- E. Check Distribution Policy

XIV. WORK PROVISIONS

Maximum number of participants to be assigned will be based on enrolled participants in Delgado's NCCER Core Training to encourage them to continue their education and provide career development. The program

provides subsidized meaningful employment opportunities and related work experience under proper job conditions for participants. The program also provides an opportunity for permanent placement within the work site. If public funding is eliminated or substantially reduced, ResCare/JOB1 may immediately terminate this agreement.

XV. ASSURANCES

The employer's authorized representative and/or Work Site supervisor, through signature of this agreement assures the following:

1. All provisions and objectives of this agreement will be fully carried out.
2. Participants are performing meaningful work in a safe and healthy work environment.
3. Time sheets will be properly maintained and verified for accuracy.
4. All supervisory personnel are aware of the Work Experience Program objectives along with the provisions of this agreement.
5. The Work Site shall comply with all Federal, State, and Administrative Entity regulations governing the Work Experience Program, and other applicable federal laws including but not limited to licensing, taxation, insurance requirements, Clean Air Act, and Child Labor Laws.
6. The Work Site shall provide sufficient work available to occupy all participants during the work hours stipulated in this agreement.
7. The Work Site shall not displace current employees with ResCare/JOB1 participants.
8. The Work Site cannot encourage or require participation in sectarian instruction or religious workshop.
9. No participant shall be employed or be required to engage in any political activities.

XVI. ATTACHMENTS

- A. Subsidized WEX/INT Participant Time Sheet
- B. Subsidized WEX/INT Participant Evaluation
- C. Subsidized WEX/INT Participant Work Plan
- D. Subsidized WEX/INT Participant Addendum

WORK SITE/EMPLOYER APPROVAL

WORK SITE EMPLOYER NAME: (PRINT) _____ TITLE: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

ALTERNATE EMPLOYER NAME: (PRINT) _____ TITLE: _____

ALTERNATE EMPLOYER SIGNATURE: _____ DATE: _____

JOB 1 BUSINESS & CAREER SOLUTIONS CENTER APPROVAL

JOB1 MANAGEMENT NAME: (PRINT) _____ TITLE: _____

JOB1 MANAGEMENT SIGNATURE: _____ DATE: _____

JOB1 MANAGEMENT SIGNATURE: _____ TITLE: _____

JOB1 MANAGEMENT SIGNATURE: _____ TITLE: _____

ATTACHMENT B

**JOB1 SUBSIDIZED WORK EXPERIENCE/INTERNSHIP
PARTICIPANT EVALUATION**

Trainee Information

Trainee Name: _____ Participant ID: _____

Start Date: _____ End Date: _____ Job Title: _____

Worksite Information

Worksite: _____ Worksite Address: _____

Worksite Telephone: _____ Days/Hours of Operation: _____

Supervisor: _____ Telephone: _____

Alternate Supervisor: _____ Telephone: _____

Please rate the Trainee for each characteristic utilizing the following scale:

1= Unsatisfactory 2= Satisfactory 3=Good 4=Excellent

Item	Rating 1	Rating 2	Rating 3	Rating 4	Rating 5	Final Rating
1. Cooperative						
2. Following directions						
3. Responsible						
4. Takes initiative						
5. Skills Progress						
6. Appearance						
7. Attendance						
8. Punctuality						
9. Integrity						
10. Productivity						
11. Work Quality						
12. Conduct/Attitude						
Average Rating: (Total Points)						
Comments:						
Date of Evaluation:						

Evaluation Period: From: _____ to _____.

Signature of Trainee: _____ This performance evaluation has been discussed with me, and I certify that I have received training in the skills listed.

Signature of Supervisor: _____ I have discussed this performance evaluation with the Trainee, and certify that I have evaluated the skills objectively.

ATTACHMENT C

**JOB1 SUBSIDIZED WORK EXPERIENCE/INTERNSHIP
PARTICIPANT SKILLS DEVELOPMENT OUTLINE**

Company Name: _____

Work Experience/Intern Position: _____

Below is a description of the skills development areas that will be taught to the WEX/Internship participant(s) during the program. This outline includes clearly stated objectives to be acquired by the participants during their Internship training. Subsequent modifications to this participant outline must be approved by authorized personnel of all parties.

PARTICIPANT (S) WILL DEMONSTRATE:

Please provide a percentage of time next to each objective to total 100%

TOTAL	100%

ATTACHMENT D

JOB1 SUBSIDIZED WORK EXPERIENCE/INTERNSHIP
PARTICIPANT WAGE SUBSIDY ADDENDUM

AGREEMENT NUMBER: _____

Worksite: _____

Address: _____

City State Zip

Participant Name: _____

Address: _____

City State Zip

Job Title/Position: _____

Career Advisor: _____

Hourly Wage Rate: \$ _____ @ 100%

Start Date: _____ End Date: _____

Delgado NCCER Program

Program Department Code(s): _____ and _____.

\$ _____ x _____ = _____ x _____
Hourly Rate (100%) Total No. Hours Amount Fringes Amount 11.8%

_____ + _____ = _____
Amount Fringes Total Contracted Amount

I WITNESS THEREOF, This Addendum is signed and entered into on the date indicated:

Career Advisor: _____ Date: _____

Business Service Manager: _____ Date: _____

This Addendum contains or has attached herein all revised terms and conditions agreed upon by the contracting parties.



SEWERAGE AND WATER BOARD OF NEW ORLEANS

June 8, 2016

Strategy Committee
Sewerage and Water Board of New Orleans
New Orleans, Louisiana

Subject: Monthly Human Resources Activity Report for the Period May 1- May 31, 2016

Dear Directors:

As requested by the Board at its May 17, 2016 retreat, this is the first ongoing monthly Human Resources Activity Report. It is designed to give a formal account of the various task/activities relating to Sewerage and Water Board's employee workforce development efforts. Any questions related to the data enclosed may be directed to the Deputy Director of Administration, Sharon Judkins.

Human Resources Activities

Beginning Vacant Positions: 263

Ending Vacant Positions: 246

New Hire: 25

Resignations: 6

Retirement: None

DROP Program Participants:

- 124 (See Report Attached)

Promotions: 13

Disciplinary Actions: 16

- Suspensions: 2
- Terminations: 2

Civil Service Reform Update

On May 23, 2016, Mr. Grant and staff appeared before the Civil Service Commission to discuss Sewerage and Water Board current and future workforce development challenges and recommended strategies to address such challenges. The following items were included on the agenda:

1. Approval for the Department of Civil Service to open all requested registers according to the deadlines agreed upon
2. Approval of priority draft job announcements
3. Approval of priority provisional appointments
4. Approval of the extension of provisional terms for employees

5. Approval of an amendment to Rule IV, Section 9.7 to raise the overtime limit for Sewerage and Water Board from 416 hours to 750 hours annually
6. Approval of proposed amendment to Rule IV, Section 9.6 to allow On Call pay
7. Approval of additional/delegated testing for certain job classifications
8. Approval of the Department of Civil Service to delegate all on-going and future hiring processes to SWB, including test development administration in accordance with Rule VI, Section 3.1.

The Commission either agreed with or approved items 1-5. While discussed in much detail, items 6-8 were continued to the upcoming June 20, 2016 Civil Service Commission Meeting.

Sharon Judkins
Deputy Director-Administration

DROP SUMMARY REPORT

TITLE	START	END*	TIME REMAINING (yrs)	AVG TIME REMAINING (YRS)	TOTAL EMPLOYEES ON DROP
PUMPING PLANT OPERATOR	8/24/2011	8/24/2016	0.23	2.50	124
SR. OFFICE SUPPORT SPECIALIST	9/1/2011	9/1/2016	0.25		
BUYER 1	9/1/2011	9/1/2016	0.25		
NET MASTER MAINTENANCE TECH 1	9/1/2011	9/1/2016	0.25		
NETWORKS ZONE MANAGER 1	9/1/2011	9/1/2016	0.25		
BUYER 2	9/12/2011	9/12/2016	0.28		
SR. OFFICE SUPPORT SPECIALIST	10/1/2011	10/1/2016	0.34		
NETWORKS ZONE MANAGER 1	10/1/2011	10/1/2016	0.34		
SR. OFFICE SUPPORT SPECIALIST	10/1/2011	10/1/2016	0.34		
NET SENIOR MAINTENANCE TECH 1	11/1/2011	11/1/2016	0.42		
ACCOUNTANT 3	11/1/2011	11/1/2016	0.42		
ADMIN. SUPPORT SUPERVISOR 3	12/1/2011	12/1/2016	0.50		
INFORMATION TECHNOLOGY MANAGER	12/5/2011	12/5/2016	0.52		
UTIL MAINT MASTER SUPERVISOR	12/31/2011	12/31/2016	0.59		
WAREHOUSE & SUPPLIES MGR	1/1/2012	1/1/2017	0.59		
NET SENIOR MAINTENANCE TECH 2	1/2/2012	1/2/2017	0.59		
ADMIN. SUPPORT SUPERVISOR 3	2/1/2012	2/1/2017	0.67		
WATER PURIFICATION OPERATOR 4	2/1/2012	2/1/2017	0.67		
WATER PURIFICATION OPERATOR 2	2/3/2012	2/3/2017	0.68		
FACILITIES ENGINEERING SPCL	3/14/2012	3/14/2017	0.79		
POWER DISPATCHER 3	4/1/2012	4/1/2017	0.84		
SENIOR PRINCIPAL ENGINEER	4/1/2012	4/1/2017	0.84		
SR. OFFICE SUPPORT SPECIALIST	4/9/2012	4/9/2017	0.86		
CHIEF ACCOUNTANT	4/30/2012	4/30/2017	0.92		
WATER SERVICE INSPECTOR 3	4/30/2012	4/30/2017	0.92		
UTIL MAINT MASTER SPECIALIST 2	5/1/2012	5/1/2017	0.92		
PUMPING STATIONS SUPV	5/1/2012	5/1/2017	0.92		
PUBLIC WORKS SUPERVISOR 1	5/1/2012	5/1/2017	0.92		
UTILITY SERVICES ADMINISTRATOR	5/1/2012	5/1/2017	0.92		
UTILITY SENIOR SERVICES ADMIN	5/1/2012	5/1/2017	0.92		
ATTORNEY 4	5/1/2012	5/1/2017	0.92		
ENGINEERING TECHNICIAN	6/1/2012	6/1/2017	1.00		
AUTOMOTIVE SECTION SUPERVISOR	6/1/2012	6/1/2017	1.00		
Employees w/n 1 year				33	
PUBLIC WORKS SUPERVISOR 3	6/17/2012	6/17/2017	1.05		
WATER PURIFICATION OPERATOR 4	7/1/2012	7/1/2017	1.08		
NET SENIOR MAINTENANCE TECH 2	7/2/2012	7/2/2017	1.09		
FIELD SERVICE SUPERVISOR	9/1/2012	9/1/2017	1.25		
NETWORKS ZONE MANAGER 1	9/8/2012	9/8/2017	1.27		
NET SENIOR MAINTENANCE TECH 2	10/7/2012	10/7/2017	1.35		
MATERIAL AND STORES SUPV	1/3/2013	1/3/2018	1.59		
NET SENIOR MAINTENANCE TECH 1	1/21/2013	1/21/2018	1.64		
NET SENIOR MAINTENANCE TECH 2	3/1/2013	3/1/2018	1.75		
EQUIPMENT OPERATOR 3	3/1/2013	3/1/2018	1.75		

DROP SUMMARY REPORT

PUMPING STATIONS SUPV ASST	3/1/2013	3/1/2018	1.75
UTIL MAINT MASTER SPECIALIST 2	4/1/2013	4/1/2018	1.84
OFFICE SUPPORT SPECIALIST	5/1/2013	5/1/2018	1.92
UTILITIES MAINT SUPERVISOR	5/1/2013	5/1/2018	1.92
OFFICE ASSISTANT 4	5/1/2013	5/1/2018	1.92
NET SENIOR MAINTENANCE TECH 2	5/31/2013	5/31/2018	2.00
NET SENIOR MAINTENANCE TECH 1	6/1/2013	6/1/2018	2.00
DEPUTY SPECIAL COUNSEL	6/1/2013	6/1/2018	2.00
NET MASTER MAINTENANCE TECH 2	6/1/2013	6/1/2018	2.00

Employees w/n 2 years

19

OFFICE ASSISTANT 3	6/3/2013	6/3/2018	2.01
PUMPING STATIONS SUPV	7/31/2013	7/31/2018	2.17
OFFICE ASSISTANT 2	8/1/2013	8/1/2018	2.17
OFFICE ASSISTANT 3	8/1/2013	8/1/2018	2.17
NET MASTER MAINTENANCE TECH 2	8/12/2013	8/12/2018	2.20
PUMPING PLANT OPERATOR	9/1/2013	9/1/2018	2.25
ENGINEERING TECHNICIAN	10/1/2013	10/1/2018	2.34
NET QUALITY ASSUR & SFTY INSPC	11/1/2013	11/1/2018	2.42
FLEET SERVICES SUPERVISOR	11/1/2013	11/1/2018	2.42
MANAGEMNT DEVELOPMNT SPECLST 2	12/1/2013	12/1/2018	2.50
STEAM PLANT ENGINEER 2	12/2/2013	12/2/2018	2.51
UTIL MAINT MASTER SUPERVISOR	1/3/2014	1/3/2019	2.59
LEGAL ADMINISTRATIVE ASSISTANT	1/3/2014	1/3/2019	2.59
PUBLIC WORKS SUPERVISOR 4	1/3/2014	1/3/2019	2.59
NETWORKS MAINTENANCE TECH 2	1/27/2014	1/27/2019	2.66
WATER PURIFICATION OPERATOR 2	2/1/2014	2/1/2019	2.67
PUMPING AND POWER PLANT OPR	2/1/2014	2/1/2019	2.67
NET MASTER MAINTENANCE TECH 2	2/13/2014	2/13/2019	2.71
PUMPING AND POWER PLANT OPR	3/1/2014	3/1/2019	2.75
PUMPING STATIONS SUPV ASST	3/1/2014	3/1/2019	2.75
WATER PURIFICATION OPERATOR 2	5/1/2014	5/1/2019	2.92

Employees w/n 3 years

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WATER PURIFICATION OPERATOR 3	6/4/2014	6/4/2019	3.01
OFFICE SUPPORT SPECIALIST	6/6/2014	6/6/2019	3.02
EQUIPMENT OPERATOR 2	9/1/2014	9/1/2019	3.25
OFFICE ASSISTANT 3	10/1/2014	10/1/2019	3.34
NETWORKS MAINTENANCE TECH 1	10/30/2014	10/30/2019	3.42
NET SENIOR MAINTENANCE TECH 1	10/31/2014	10/31/2019	3.42
UTILITY SENIOR SERVICES MGR	10/31/2014	10/31/2019	3.42
MANAGEMNT DEVELOPMNT SPECLST 2	11/1/2014	11/1/2019	3.42
PUMPING PLANT OPERATOR	11/1/2014	11/1/2019	3.42
WATER PURIFICATION OPERATOR 1	11/20/2014	11/20/2019	3.47
MANAGEMNT DEVELOPMNT SPECLST 2	11/30/2014	11/30/2019	3.50
AUTOMOTIVE MAINT. TECHNICIAN	12/1/2014	12/1/2019	3.50
ADMIN. SUPPORT SUPERVISOR 2	12/15/2014	12/15/2019	3.54
NET SENIOR MAINTENANCE TECH 2	12/19/2014	12/19/2019	3.55
PUMPING STATIONS SUPV ASST	12/31/2014	12/31/2019	3.59

DROP SUMMARY REPORT

NET MASTER MAINTENANCE TECH 1	12/31/2014	12/31/2019	3.59
UTIL MAINT MASTER SPECIALIST 1	1/1/2015	1/1/2020	3.59
STEAM PLANT ENGINEER 2	1/24/2015	1/24/2020	3.65
PUMPING STATIONS SUPV ASST	2/1/2015	2/1/2020	3.67
UTILITY SERVICES ADMINISTRATOR	3/1/2015	3/1/2020	3.75
FIELD SERVICE SUPERVISOR	3/15/2015	3/15/2020	3.79
OFFICE SUPPORT SPECIALIST	3/28/2015	3/28/2020	3.83
STEAM PLANT ENGINEER 1	3/31/2015	3/31/2020	3.84
OFFICE ASSISTANT 3	4/1/2015	4/1/2020	3.84
FIELD SERVICE SUPERVISOR	4/9/2015	4/9/2020	3.86

Employees w/n 4 years

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PUMPING AND POWER PLANT OPR	8/1/2015	8/1/2020	4.17
FLEET SERVICES MANAGER	8/7/2015	8/7/2020	4.19
STEAM PLANT ENGINEER 4	9/22/2015	9/22/2020	4.32
POWER DISPATCHER 4	9/22/2015	9/22/2020	4.32
FIELD SERVICE SUPERVISOR	10/1/2015	10/1/2020	4.34
NET MASTER MAINTENANCE TECH 1	10/29/2015	10/29/2020	4.42
NET SENIOR MAINTENANCE TECH 1	11/1/2015	11/1/2020	4.42
FIELD SERVICE SUPERVISOR	11/1/2015	11/1/2020	4.42
NET SENIOR MAINTENANCE TECH 1	11/1/2015	11/1/2020	4.42
ADMIN. SUPPORT SUPERVISOR 3	11/26/2015	11/26/2020	4.49
CHIEF ACCOUNTANT	11/28/2015	11/28/2020	4.50
PUBLIC WORKS SUPERVISOR 2	12/2/2015	12/2/2020	4.51
ENGINEER INTERN 2	12/21/2015	12/21/2020	4.56
NET SENIOR MAINTENANCE TECH 2	12/30/2015	12/30/2020	4.59
NET MASTER MAINTENANCE TECH 1	12/30/2015	12/30/2020	4.59
SR. OFFICE SUPPORT SPECIALIST	1/1/2016	1/1/2021	4.59
AUTOMOTIVE SERVICES SUPERVISOR	1/8/2016	1/8/2021	4.61
UTIL MAINT MASTER SUPERVISOR	1/8/2016	1/8/2021	4.61
UTIL MAINT MASTER SUPERVISOR	1/8/2016	1/8/2021	4.61
UTIL MAINT MASTER SUPERVISOR	1/11/2016	1/11/2021	4.62
NET SENIOR MAINTENANCE TECH 1	2/1/2016	2/1/2021	4.68
SR. OFFICE SUPPORT SPECIALIST	2/2/2016	2/2/2021	4.68
NET SENIOR MAINTENANCE TECH 2	2/29/2016	3/1/2021	4.75
NET MASTER MAINTENANCE TECH 1	4/1/2016	4/1/2021	4.84
POWER DISPATCHER 3	4/1/2016	4/1/2021	4.84
OFFICE ASSISTANT 4	4/1/2016	4/1/2021	4.84

Employees w/n 4 years

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"RE-BUILDING THE CITY'S WATER SYSTEMS FOR THE 21ST CENTURY"

Sewerage & Water Board OF NEW ORLEANS

MITCHELL J. LANDRIEU, President
SCOTT JACOBS, President Pro-Tem

625 ST. JOSEPH STREET
NEW ORLEANS, LA 70165 • 504-529-2837 OR 52W-ATER
www.swbno.org

April 18, 2016

The Strategy Committee met on Monday, April 18, 2016 in the 2nd Floor Board Room, 625 St. Joseph Street, New Orleans, LA. The meeting convened at approximately 1:05 PM.

PRESENT:

Marion Bracy, Chair
Dr. Tamika Duplessis
Kerri Kane
Kimberly Thomas

ABSENT:

Robin Barnes, Vice-Chair

OTHER COMMITTEE/BOARD MEMBERS PRESENT:

None

ACTION ITEMS:

There were no actions to come before the Strategy Committee.

PRESENTATION ITEMS:

There was a brief discussion regarding scheduling the upcoming Board Retreat within the next few months.

Status of Board Assessment Tool

Cedric S. Grant presented a slide overview of the Board Self-Assessment Tool. The Self-Assessment Tool is designed to help assess the board's performance and identify priorities for board activities going forward.

- Section 1: Performance of Board on Its Core Responsibilities
- Section 2: Perceived Importance of Responsibilities for the Next 1-2 Years
- Section 3: Enablers of Board Effectiveness

INFORMATION ITEMS:

Information item(s) were received.

ANY OTHER MATTERS:

There being no further business to come before the Strategy Committee, the meeting adjourned at approximately 1:35 PM.

Also in attendance were Cedric S. Grant, Executive Director; Robert Miller, Deputy Director, CFO; Joseph Becker, General Superintendent; Bruce Adams, Deputy General Superintendent; Nolan Lambert, Special Counsel; Harold Marchand, Deputy Special Counsel; Yolanda Grinstead, Legal Department; Sharon Judkins, Deputy Director, Administration; Kimberly Johnson, Deputy Director, Continuous Improvement; Brenda Thornton, Communirep, Inc.; Marion H. Pierre, Crescent Guardian, Inc.

Respectfully Submitted,

Marion Bracy, Chair