

THE AGING AND LONG-TERM SERVICES DEPARTMENT
SENIOR EMPLOYMENT PROGRAM
HOST AGENCY AGREEMENT

THIS AGREEMENT is entered into by and between the Aging and Long-Term Services Department hereinafter referred to as "ALTSD", and Gadsden I.S.D., hereinafter referred to as "HOST AGENCY" for the purpose of setting forth the obligations of the respective parties regarding hosting a senior trainee or trainees. A senior trainee is a participant eligible for training under the ALTSD Employment Programs for Older Workers and placed in subsidized on-the-job training with a host agency.

A. THE AGING AND LONG-TERM SERVICES DEPARTMENT AGREES TO:

1. Maintain administrative and fiscal control over the program.
2. Provide initial and regular, on-going training to the HOST AGENCY'S staff, supervisors and trainees on the rules and regulations of the Employment Programs for Older Workers.
3. Process senior trainee payroll and provide Workers' Compensation Insurance and the employer's share of FICA.
4. Offer the senior trainee, and pay the cost of, a yearly physical examination as provided in the Older Americans Act Section 502 (c)(6)(A)(i). Arrangements must be coordinated with ALTSD prior to the physical examination in order to allow for preparation of purchase documents.
5. Provide supportive services to the senior trainee that may include the payment of reasonable costs of transportation, health and medical services, special job-related or personal counseling, incidentals (such as work shoes, badges, uniforms, eyeglasses, and tools), child and adult care, temporary shelter, and follow-up services. These supportive services are not guaranteed, but may be available with prior approval from ALTSD, based upon demonstrated necessity and available budget.
6. Conduct annual on-site visits to assess and monitor the program and the progress of the senior trainee.
7. Recertify the eligibility of the senior trainee on an annual basis.
8. Concur that the senior trainee is not an employee of the HOST AGENCY and is not entitled to workers' compensation or other benefits from the HOST AGENCY as a result of participating in this program.

B. As a condition of the selection as a Host Agency for the ALTSD Employment Programs for Older Workers, the HOST AGENCY AGREES TO:

1. Assist assigned senior trainee in obtaining unsubsidized employment, including, but not limited to, giving fair consideration to a trainee, along with all other applicants, with regard to employment opportunities within the HOST AGENCY for which a trainee may apply.
2. Provide assigned senior trainee with adequate opportunity to learn job skills and receive training to improve skills, including allowing a trainee to use work time to attend training as approved by ALTSD.
3. Allow assigned senior trainee work time to attend trainee meetings.
4. Ensure the availability of an assigned supervisor and assigned trainee during annual on-site assessment and monitoring visits conducted by ALTSD staff.

5. Work with assigned senior trainee and ALTSD staff to conduct and update the trainee's skills and needs assessment, as well as develop an Individual Employment Plan for the trainee at least two times per year.
6. Establish and adhere to a set work schedule for the assigned senior trainee that is approved by ALTSD prior to its implementation.
7. Assure that the assigned senior trainee is offered the weekly hours stated in the "Trainee Task Description Form" signed by the trainee and supervisor and attached and incorporated into this Agreement as Exhibit A.
8. Assure that assigned senior trainee does not volunteer hours beyond those for which the trainee is paid.
9. Provide the assigned senior trainee with job-related orientation, direct supervision, training and instruction regarding job duties.
10. Promptly notify the ALTSD of any changes in assigned senior trainee's designated supervisor.
11. Conduct an initial performance evaluation within 90 days of assigned senior trainee's hire and submit a copy of the evaluation to the ALTSD within thirty 30 days of completion.
12. Conduct an annual evaluation of assigned senior trainee's job performance and submit a copy of the evaluation to ALTSD within 30 days after the trainee's anniversary date.
13. Communicate regularly with assigned senior trainee regarding job performance and document such communication in the trainee's file.
14. Furnish any tools, equipment and supplies required by the assigned senior trainee to perform job assignments with the HOST AGENCY.
15. Inform the senior trainee of his/her option to have a yearly physical examination paid by ALTSD and the requirement by the trainee to submit an invoice for the physical exam or complete and submit a waiver of the examination form to ALTSD within 30 days after the examination or within 30 days after the receipt of the waiver of physical examination form.
16. Provide assigned senior trainee with a workplace that is safe, healthy and free of drugs and alcohol.
17. Report all accidents that may occur at the Host Agency involving assigned senior trainee to ALTSD in writing within 24 hours of the accident; conduct follow-up investigation as requested by ALTSD; and provide all other requested follow-up documentation.
18. Prepare and submit accurate time and attendance reports, by the dates requested, to ALTSD.
19. Assure that work performed by assigned senior trainee does not displace or replace that of existing employees.
20. Assure that assigned senior trainee does not perform the work of persons on layoff status.
21. Assure that the assigned senior trainee is not subject to discrimination based on age, race, color, religion, sexual preference, gender identity, national origin, handicap, veteran status, political affiliation, or any other basis prohibited by law.
22. Attend host agency meeting(s) sponsored by ALTSD.
23. Cooperate and coordinate with ALTSD regarding Older Worker initiatives, such as Older Workers Day or local community publicity initiatives.
24. Attach a listing of worksites under the auspices of the HOST AGENCY, incorporated into this agreement by reference, at which senior trainees may be placed by the HOST AGENCY.

25. Avoid treating or considering assigned senior trainee as an employee of the HOST AGENCY. IT IS FURTHER UNDERSTOOD AND AGREED that the HOST AGENCY has no inherent right to the services of the senior trainee and ALTSD may reassign the trainee and the training position at any time according to the needs of the trainee and ALTSD.

COMMUNICATION regarding this AGREEMENT shall be between:

HOST AGENCY Contact:

ALTSD Contact:

Barbara Browder, Assoc. Supt.
Name, Title
P.O. Drawer 70
Address
Anthony, NM 88021
City, State, Zip Code
676-882-6225
Telephone
575-882-6250
Fax
bbrowder@gisd.k12.nm.us
e-mail

Doug Calderwood, Bureau Chief
Employment Programs Bureau
Aging and Long-Term Services Department
2550 Cerrillos Road
Santa Fe, NM 87505

505-476-4698 (office)
1-866-451-2901 (toll-free)
505-476-4836 (fax)
doug.calderwood@state.nm.us (e-mail)

THIS AGREEMENT may be terminated or amended by either party within 30 calendar days by written notice to the other party.

AGREED by:

HOST AGENCY Authorized Official

Aging and Long-Term Services Official

Superintendent
Title

Title

February 14, 2013
Date

Date

Sworn to before me this _____ day of

_____ 20 _____

Sworn to before me this _____ day of

_____ 20 _____

Notary Public
My Commission Expires:

Notary Public
My Commission Expires: