



MEMORANDUM

To: Board Directors
From: Adrian Lopez, Chief Executive Officer
Presented by: Dr. Ricardo Ramirez, Director of Quality Assurance
Date: February 21, 2025
Subject: **Quality Assurance Briefing**

SUMMARY: Quality Assurance briefing on WSA monitoring activities. The item does not require Board action.

WSA External Program Monitoring (Ms. Christine Nguyen, CPA)

Program Year 2023-2024:

- *Ready to Work (RtW) – Multiple Partners:* 100% complete. For the RtW, we follow a ‘quality control’ approach (as opposed to ‘quality assurance’). Our consultant tests, and we send the information to staff for action as may be needed. The process helps ensure we meet City standards.

Program Year 2024-2025:

- *Child Care Services - COSA:* 54% complete.
- *Child Care Quality Improvement Activities (QIA) – COSA:* 38% complete.

WSA Internal QA Program Monitoring

- *Summer Earn & Learn (SEAL) – C2 GPS:* 100% complete, with a 100% accuracy rate.
- *Re-employment Services and Eligibility Assessment (RESEA) – C2 GPS:* 100% complete with a 99.2% overall accuracy rate (exceeding the expected 90%), with one attribute for continuous improvement:
 - *Data Entry Timeliness – WIT Services (95.8% accuracy rate).* Although the attribute met the 90% accuracy rate, it is a critical instance that could affect an unemployment claimant’s benefits and, therefore, the report highlights it.
- *Informal Testing - All Grants:* 57% complete informally testing progress of items with < 90% accuracy rate.

Other Activities:

- *Data Sharing Agreements:* QA is reporting this item separately.
- *Risk Assessment:* completed for 2024-2025. We “risky out” TAA due to the low number of active cases.
- *Contractor Profits:* we calculated and approved contractor profits for 2023-2024.

STAFF RECOMMENDATIONS:

- To track the progress of actions, QA continues performing informal testing of attributes with accuracy rates below the 90% threshold.
- Staff focus on the most critical items, such as repeat findings or those impacting performance and funding.
- The continuous improvement system includes a feedback mechanism where Programs/Operations, our contractor partners, and QA work together to achieve progress.
- Continuous improvement actions are underway for the items reported for RESEA.

FINANCIAL IMPACT: WSA’s External Program Monitoring contract with Ms. Christine Nguyen, CPA: \$225,000.

STRATEGIC OBJECTIVE: To help ensure that local employment and training activities, including one-stop delivery systems and workforce development services, appropriately use, manage, and invest funds as required and in ways that maximize performance outcomes (WIOA Sec. 107(d)(8); WIOA Sec. 134(2)(B)(iv); WIOA Sec. 183; WIOA Sec. 185(c)(3); WIOA Sec. 121(3); WIOA Sec. 129(b)(1)(e); TWC’s Board Oversight Capacity evaluation, Texas Labor Code §302.048, TWC Rule §Title 40, Part 20, Chapter 802, Integrity of the Texas Workforce System, particularly §802.61; WD 29-15, Chg. 1; TWC Agency-Board Agreements and Grant Contracts).

ATTACHMENTS: QA Timelines.



Estimated Timeline – External Program Monitoring Activities 2024-2025

Initial Estimated Timeline				Actual Timeline						
<i>External Program Monitoring</i>	<i>Duration</i> ⁺⁺	<i>Start</i>	<i>Finish</i>	<i>Duration</i> ⁺⁺	<i>Effort</i>	<i>Variance</i>	<i>Start</i>	<i>Finish</i>	<i>% Complete</i>	<i>Comments</i>
Estimated Timeline: 2023-2024	241	12/2/2024	11/3/2025				12/2/2024		46%	
COSA - Child Care Services	46	12/2/2024	2/3/2025				12/2/2024		54%	Completion delayed due to TWIST access issues.
COSA - CC QIA	40	1/27/2025	3/21/2025				2/11/2025		38%	Start delayed due to TWIST access issues.
C2GPS - WIOA Adult	46	3/26/2025	5/28/2025							
C2GPS - WIOA Dislocated Worker	46	3/26/2025	5/28/2025							
C2GPS - SNAP	46	5/13/2025	7/15/2025							
C2GPS - NCP	39	6/4/2025	7/28/2025							
SERCO - WIOA Youth	41	7/7/2025	9/1/2025							
C2GPS - TANF/Choices	40	9/3/2025	10/28/2025							
CONSORTIUM - Ready to Work	21	10/6/2025	11/3/2025							

Avg Duration or Effort (days) → 41

Multi-tasking (% days overlapping projects) → 34.0%

Duration : total days from start to finish to complete project (includes some holidays); **Effort (or Work)** : actual number of days spent on each project.

Modification Notes

⁺⁺ The Duration is not equal to the time that the contractors are actively involved in the project - it includes additional internal QA work (e.g., desk and policy review, tool development, etc.).



Estimated Timeline – *Internal Program Monitoring Activities 2024-2025*

Initial Estimated Timeline				Actual Timeline						
<i>Internal Program Monitoring</i>	<i>Duration</i> ⁺⁺	<i>Start</i>	<i>Finish</i>	<i>Duration</i> ⁺⁺	<i>Effort</i>	<i>Variance</i>	<i>Start</i>	<i>Finish</i>	<i>% Complete</i>	<i>Comments</i>
Estimated Timeline: 2023-2024	244	11/12/2024	10/17/2025	16	32	<i>Duration</i>	11/12/2024		86%	
C2GPS - SEAL	34	11/12/2024	12/27/2024	16	11	-18	11/12/2024	12/3/2024	100%	Completed ahead of schedule.
C2 GPS - RESEA	34	12/3/2024	1/17/2025	31	21	-3	12/3/2024	1/14/2025	100%	Completed ahead of schedule.
Informal Reviews - Follow up on Repeat Findings	63	1/7/2025	4/3/2025				1/7/2025		57%	
SNAP	34	4/4/2025	5/21/2025							
PII Walkthroughs and Priority of Service	33	4/30/2025	6/13/2025							
NCP	34	6/16/2025	7/31/2025							
TWC Annual Monitoring	66	8/1/2025	10/31/2025							
Other reviews as needed - TBD										
Avg Duration or Effort (days, excludes Other) →	43			24	16	-19				
Multi-tasking (% days overlapping projects) →	18.1%			-66.0%						

Duration : total days from start to finish (includes some holidays); *Effort (or Work)* : actual number of days spent on each project.

Modification Notes

⁺⁺ *The Duration is not equal to the time that the contractors are actively involved in the project - it includes additional internal QA work (e.g., desk and policy review, tool development, etc.)*



MEMORANDUM

To: Board Directors
From: Adrian Lopez, Chief Executive Officer
Presented by: Dr. Ricardo Ramirez, Director of Quality Assurance
Date: February 21, 2025
Subject: **TWC Annual Monitoring Update**

SUMMARY: Quality Assurance briefing on TWC's Annual Monitoring. The item does not require Board action.

TWC Annual Monitoring

Not much has changed since the last report. We are still waiting for the TWC monitoring reports. TWC auditors completed the 'performance audit'¹ with an Exit Conference on 10/15/2024, and we include the next steps below.

The Exit Conference identified zero disallowed costs and two potential issues:

- a. **Cash Management:** The Board did not follow bank reconciliation and outstanding check policy, with 30 checks outstanding over ninety (90) days.
- b. **Automation.** The Board did not revoke TWIST access for two (2) employees upon termination within 24 hours (15% error rate, or 2/13).

Board's Monitoring Certification: TWC reported they are recertifying WSA's monitoring staff, work, and procedures (except for TAA, due to the low number of participants).

Center Walkthroughs

TWC tested PII, Priority of Service, and Cash Equivalents at Datapoint and Boerne, with the following results:

- **Two instances involving PII:** TWC may not include these in the final report due to the strength of our internal PII control system.
- **Paper Records:** TWC recommended eliminating paper records in the reception area and ensuring the VOS system works appropriately or using an alternate electronic system.
- **Records Retention:** Ensure centers process paper documents for shredding/destruction according to records retention schedules.
- **Priority of Service:** TWC recommended more prominent/multiple notices in reception areas.

¹ Performance audit within the meaning of generally accepted government auditing standards, or GAGAS (also known as 'Yellow Book,' found here: <https://gaoinnovations.gov/yellowbook/2024/index.html>).

Next Steps

- **TWC’s ‘Embargoed’ Report:** TWC will issue an informational (non-public) copy of the report to the CEO five business days before issuing the final report (around February). The report allows WSA to respond to each finding, if any.
- **Monitoring Letter or Report:**
 - If there are no issues, TWC will issue a letter.
 - If there are issues, TWC will issue a final report via e-mail to the Board Chair, Board Executive Director, designated representatives of the US Dept of Health and Human Services, Dept of Labor, TWC, and other TWC executive staff.
- **Audit Resolution:** Findings from the report, if any, go to TWC’s Audit Resolution, which provides the Board with 45 days to resolve the items.

Other Monitoring Activities

Equal Opportunity: On Tuesday, WSA received a letter from TWC with a clean report for the review. We will provide the details during the next Committee meeting so that we can add it as a separate agenda item for the Board and include a copy of the letter.

TWC Trade Adjustment Assistance (TAA): QA is reporting this item as a separate agenda item.

STAFF RECOMMENDATIONS:

- *Cash Management:* Fiscal has updated cash management procedures to align with policy and is reconciling outstanding checks.
- *Automation:* MIS has increased staff responsible for ensuring WSA promptly discontinues user access.
- *Center Walkthroughs:*
 - *PII:* QA, Program/Operations, and partners at the Centers will continue the walkthrough system that we implemented and which TWC has validated.
 - *Paper Records:* The staff is automating documents and ensuring that everything is electronic, and they are implementing procedures so that the documents received at the front are immediately routed to the secured area.
 - *Records Retention:* WSA staff are currently processing the files for Safesite storage and disposal.
 - *Priority of Service:* Marketing is currently working on printing the notices.

FINANCIAL IMPACT: None.

STRATEGIC OBJECTIVE: To help ensure that local employment and training activities, including one-stop delivery systems and workforce development services, appropriately use, manage, and invest funds as required and in ways that maximize performance outcomes (WIOA Sec. 107(d)(8); WIOA Sec. 134(2)(B)(iv); WIOA Sec. 183; WIOA Sec. 185(c)(3); WIOA Sec. 121(3); WIOA Sec. 129(b)(1)(e); TWC’s Board Oversight Capacity evaluation, Texas Labor Code §302.048, TWC Rule §Title 40, Part 20, Chapter 802, Integrity of the Texas

Workforce System, particularly §802.61; WD 29-15, Chg. 1; TWC Agency-Board Agreements and Grant Contracts).

ATTACHMENTS:

None



MEMORANDUM

To: Board Directors
From: Adrian Lopez, Chief Executive Officer
Presented by: Dr. Ricardo Ramirez, Director of Quality Assurance
Date: February 21, 2025
Subject: **TWC Trade Adjustment Assistance (TAA) Monitoring Update**

SUMMARY: Quality Assurance briefing on TWC monitoring of the TAA grant. The item does not require Board action.

BACKGROUND: Federal guidelines require states (TWC) to perform quarterly monitoring reviews of the TAA grant (separate and aside from the annual monitoring). To that purpose, TWC monitored TAA for Quarters 1-2 of 2024. TWC initiated the review on 6/18/2024 and issued a final summary report on 11/25/24.

OUTCOMES: TWC reported a 94.6% accuracy rate (exceeding the expected 90%), with two areas recommended for continuous quality improvement.

- *Re-employment Plan (REP) / Individual Employment Plan (IEP):*
 - Documenting REP/IEP amendments and recording the information in the WIT WFCMS case management system.
 - Documenting breaks in the REP/IEP.
- *Benchmarks & Monthly Contact:*
 - Documenting 30-day contacts in the WIT WFCMS.
 - Documenting academic standing and training completion schedule benchmarks in the REP/IEP.

ACTIONS: As of July 2022, key components of the TAA have been suspended due to the expiration of certain statutory authorizations (e.g., new petitions are not being accepted). Because of this, participant numbers across the state have been decreasing. For example, WSA currently serves less than 10 active customers.

In communication with TWC and to ensure the monitoring activity does not cost more than the items monitored, QA has “risked out” the grant (QA will not be testing the grant this year).

STAFF RECOMMENDATIONS:

- QA has reviewed the highlighted items with all parties, and follow-up actions are in place.
- Because QA ‘risked out’ TAA, WSA will rely on our contractor partner to continue their internal monitoring of the grant, continuous improvement efforts for the two highlighted items, and submitting quarterly reports to WSA.

FINANCIAL IMPACT: The monitoring did not result in disallowed or questionable costs.

STRATEGIC OBJECTIVE: To help ensure that local employment and training activities, including one-stop delivery systems and workforce development services, appropriately use, manage, and invest funds as required and in ways that maximize performance outcomes (WIOA Sec. 107(d)(8); WIOA Sec. 134(2)(B)(iv); WIOA Sec. 183; WIOA Sec. 185(c)(3); WIOA Sec. 121(3); WIOA Sec. 129(b)(1)(e); TWC's Board Oversight Capacity evaluation, Texas Labor Code §302.048, TWC Rule §Title 40, Part 20, Chapter 802, Integrity of the Texas Workforce System, particularly §802.61; WD 29-15, Chg. 1; TWC Agency-Board Agreements and Grant Contracts).

ATTACHMENTS:

None. Comments: QA did not include a copy of the report because TWC issued the outcome information in a written email with copies of their testing instruments.



MEMORANDUM

To: Board Directors
From: Adrian Lopez, Chief Executive Officer
Presented by: Dr. Ricardo Ramirez, Director of Quality Assurance
Date: February 21, 2025
Subject: **Business Partner Agreement – Data-Sharing**

SUMMARY: Briefing regarding WSA’s *Partner Business Agreement – Data-Sharing* partnership with the City of San Antonio for the ReadyToWork (RtW) contract. At the CEO’s and the Board of Directors’ discretion, this item provides the option to vote and approve:

- *WSA’s Release of Information and Partner Business Agreement (PBA) Procedures* (attached),
- *WSA’s and the City’s PBA* (attached).

PURPOSE: To establish partnerships, convene local workforce development stakeholders, and serve as primary agent by brokering and leveraging expertise and resources to expand the workforce development system and offer comprehensive services to customers, specifically by implementing data-sharing agreements with key partners.

BACKGROUND: WSA convenes, brokers, and leverages system stakeholders by identifying non-federal expertise and resources to leverage support for workforce development activities (WIOA Sec. 107(d)(3)). By doing so, the Board’s strategies help “create and manage more intentional partnerships to facilitate talent solutions, pursue shared goals in support of a healthy and robust workforce, and leverage joint resources” (TWC’s Statewide Action Plan, Goal 3, Partnership Managers).

To that purpose, WSA may enter into agreements to pay or share the cost of educating, training, or placing individuals participating in programs, including the provision of supportive services (WIOA Sec. 194(3)(A)). The RtW contract is an excellent example of these efforts. These types of engagements, partnerships, and contracts depend on outcomes, for which WSA is excellently positioned with access to participant information, such as employment and wage information.

Partner Business Agreement (PBA) with the City of San Antonio (RtW)

WSA developed a PBA that meets state-required guidelines for sharing participant information, which is currently under review by the City, specifically for the ReadyToWork contract and its partners.

Key elements of the PBA include:

- WSA will train and provide technical assistance to three City users with ‘view’ access to TWC’s WFCMS (WIT) system.
- WSA will provide access at our location using the agency’s equipment, which meets all necessary networking and infrastructure security requirements.
- RtW partners will ask participants to sign a new Consent to Release Information form (which will authorize WSA to share their information).
- The Consent form includes WSA, the City’s RtW Workforce department, and the option to select additional partners.
- The information includes participant wages and employment, with wages structured as a cumulative quarterly sum (and lags behind approximately six months).
- The data include historical information (from six months before the authorization) to three years (after the authorization).
- The process includes a TWC “*P-48, Systems Access Report for Other Agencies and Community Partners,*” which WSA will retain and make available at TWC’s request.
- The PBA incorporates all the security requirements specified by TWC’s Information Security Standards (IRIS) and other guidelines.
- By requiring registration in WIT, the system links RtW participants with the Board’s (and TWC’s) labor exchange and American Job Center services.

NEXT STEPS

Once WSA and the City agree on the language of the PBA, WSA will finalize the details, which involves multiple departments: Programs/Operations oversees the engagement, MIS sets up the data and information, IT ensures the system meets security requirements, Fiscal and Procurement validate the leveraging of resources, and QA helps will continue providing technical assistance as well as help maintain internal controls to minimize risk.

STAFF RECOMMENDATIONS:

The Partner Business Agreement supports WSA’s efforts to leverage resources and expertise to expand the customer base and provide comprehensive services through data-sharing.

- Staff recommend the Board’s support in implementing WSA’s *Release of Information and Partner Business Agreement (PBA) Procedures*.
- Staff recommend the Board’s support towards leveraging local area resources and expertise with the *Partner Business Agreement* for the City of San Antonio for the RtW contract.

FINANCIAL IMPACT: None.

STRATEGIC OBJECTIVE: Expand WSA’s position and customer base by leveraging local resources and knowledge through strategic partnerships while supporting these efforts with Partner Business Agreements. This agreement is likely the first of its kind for the Alamo Board.

ATTACHMENTS:

- Release of Information and Partner Business Agreement Procedures
- WSA-City of San Antonio Partner Business Agreement (PBA) – in draft form.

Partner Business Agreement

COSA-2025-01

between

Workforce Solutions Alamo (WSA)

and

City of San Antonio (COSA)
Workforce Development Office (ReadyToWork)

February 2025

Partner Business Agreement (PBA)
COSA-2025-01
For
Workforce Solutions Alamo and City of San Antonio

This Partner Business Agreement (PBA) is entered into by and between Alamo Workforce Development, Inc. d/b/a Workforce Solutions Alamo (WSA), a non-profit corporation, and the **City of San Antonio, Workforce Development Office (WDO)** (“Partner”), hereto referred as “Partners.”

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I. Purpose of PBA

The Partnership supports WSA’s mandate to convene, broker, and leverage local workforce development system stakeholders to assist in the development of the local plan and in identifying non-Federal expertise and resources to leverage support for workforce development activities and expand the regional customer base (WIOA Sec. 107(d)(3)).

To that purpose, this PBA promotes the Ready to Work (RtW) contract (“Contract”) between the Partners and establishes the requirements for providing access to specific data or information, including personally identifiable information (PII). This PBA serves to support the success and continuation of the contract.

II. PBA Criteria

In support of TWC's Statewide Action Plan (Goal 3), this PBA conforms to the following data-sharing criteria as follows:

a) Leverages Joint Resources:

1. A consortium (which consisted of WSA and additional local community-based partners) entered a contract with the City of San Antonio to provide job training and employment services.
2. The contract is a hybrid combining cost reimbursement (Direct Client Services) and Fee for Service (Admin/Operations). Over three years, the initial contract added approximately \$62,163,075 to WSA, including roughly \$59,290,162 as pass-through to our community partners and a cumulative total not to exceed \$102,390,463.
3. The funding derives from the City's local public 1/8th cent sales and use tax for four years collected under a voter-approved initiative.
4. The Contract was executed on 05/13/2022 with an expiration date of 05/31/2025, including three one-year renewal options.

b) Pursues Shared Goals:

5. The Contract's performance measures include industry-recognized training completions (upskilling and credentials), employment (job gain/placement), and earnings/wages (starting at \$15.00 per hour).
6. These objectives directly promote WSA's and the Texas Workforce Commission's (TWC) strategic and performance accountability goals.

c) Facilitates Talent Solutions:

7. The contract serves residents of Bexar County who meet low-income eligibility requirements.
8. The Contract prioritizes serving individuals with barriers to employment, including unhoused individuals, those with a criminal background, and veterans.
9. Since 05/2022, the Contract has expanded WSA's customer base by approximately 4,721 participants who enrolled in training, with 6,268 as a target for the three years.
10. Since 05/2022, the Contract has expanded WSA's employer base by approximately 392 employers, hiring approximately 853 participants with a starting wage of at least \$15/hour.
11. RtW participants register in WorkInTexas, effectively enrolling them into the WIT Workforce Case Management System (WFCMS), the Texas Workforce Commission's (TWC's) labor exchange system.

III. Duration of PBA

The PBA shall not exceed the Contract's expiration date of 05/31/2025 or three years from the effective date (see Approval section), whichever occurs first unless the parties terminate the PBA by the terms set forth herein.

This PBA will automatically renew in alignment with amended City-WSA Contract terms that may extend the RtW program beyond 05/31/2025, and the PBA will remain active for three years thereafter unless the parties terminate the PBA by the terms set forth herein.

IV. Contact Representatives and Staffing Assignments

d) **WSA Board Primary Contact**

[Enter name/contact information]

e) **Name and Address of Partner's Department Office**

City of San Antonio, Workforce Development Office

f) **Partner Primary Contact**

Lori Zamora

Assistant to the Director

Workforce Development Office

City of San Antonio

Lori.zamora@sanantonio.gov

210-207-6514

g) **Partner Secondary Contact**

Joel Morgan

Assistant Director

Workforce Development Office

City of San Antonio

Joel.morgan@sanantonio.gov

210-753-6297

h) **Partner Additional Contact**

Richard [enter contact information]

Note: The Partner must apply a strict "need to know" basis. WSA only authorizes access to the data and information for the staff identified in this section and as specified by the participants' Consent to Release Information form, including Partner's staff, subrecipients, providers, contractors, and subcontractors.

i) **Partner Staffing Changes**

The Partner shall inform WSA of a staffing change within 24 hours. The parties shall terminate the staff person's access to the data or information within 24 hours of the change. Partner must communicate the staffing change as follows.

Following WSA policy MR 817 and TWC Information Security Standards, Board, Contractors, and Partner Agencies must notify the WSA MIS Department before or at the same time a User Access must be removed or disabled. To achieve timely deletion of access, the Partner must submit deletion request forms to the WSA MIS Help Desk at least one (1) business day before a scheduled termination/separation. In the event of an unscheduled termination/separation, the Partner must notify the WSA MIS Department immediately of the termination/separation, including users absent from work for more than thirty (30) days and voluntary and involuntary terminations. For instructions, please refer to the “Help Desk User Guide – Updated 10.2021.pdf” (attached).

j) PBA Amendment Due to Partner Staffing Changes

The Parties shall amend the PBA **within ten (10) working days of any staffing changes.**

V. Security Forms, Training, and WorkInTexas

k) Security Awareness Training

The Partner’s assigned staff must complete WSA-approved security awareness training, including TWC’s IT Security Training, before being granted access to any data or information, which staff must complete annually.

l) Information Resources Usage Agreement/P-41 Form

The Partner’s assigned staff must sign the *Information Resources Usage Agreement/P-41 Form* (attached) before being granted access to any data or information, which staff must renew every other year.

m) Additional Security Awareness Training

The Partner’s assigned staff must participate in a WSA-provided training on TWC guidance, including WD 02-18, Change 1, “*Handling Sensitive Personal Information and Other Confidential Information – Update*” and WD 11-16, “*Access and Data Security for Workforce Applications – Update*,” as these may be amended or updated, and complete any additional security awareness training as may be required by WSA (e.g., monthly online ‘KnowB4’ or as assigned).

n) TWC P-48 Form

WSA shall complete a *Systems Access Report for Other Agencies and Community Partners – P-48 form* (attached), which shall become a part of this PBA. WSA shall make the form available to TWC as may be requested.

o) Consent to Release Information – Data-Sharing Form

Participants must complete and sign a *Consent to Release Information – Data Sharing Form* (attached) before WSA provides access to their information. The Partners may develop a release of information form. However, the form must include federal- and state-required information and must be completed and signed by each participant. WSA provides a consent template, which the Partner may use or adapt if the form includes all the required elements (as approved by WSA). The form must identify the Partner and Partner’s subrecipients, providers, contractors, and subcontractors for which the participant authorizes the release, along with other required information.

p) Participant WorkInTexas (WIT) Registration

As managed by TWC and WSA, WIT WFCMS is the state’s official labor exchange platform offering job seekers and employers job matching, career resources, employer services, and workforce development support. Participants must register in WIT before WSA makes their information available.

q) Other WSA Forms

To request access to WSA’s network, the Partner shall complete and submit the following additional WSA forms (attached):

12. *WSA MIS Form – New User Access,*
13. *WSA MIS Form – Other Access.*

VI. Data and Information

r) Controls

[Enter information of how the data or information will be appropriately controlled depending on the work to be performed].

WSA will grant access to TWC participant data and information only to users who have completed TWC/WSA security requirements (e.g., P-41 and required TWC security training) with a WSA-assigned email address. Section “V” of this document identifies the users.

WSA will only grant access to data and information within a WSA local office with WSA equipment behind WSA’s security platform.

s) Data Attributes and Sensitivity Levels

[Describe the specific data attributes or variables to be shared and their sensitivity levels.]

WSA will provide access to WIT WFCMS participants’ quarterly wage information to determine if RtW participants reflect having earned wages. The information helps validate the contract’s outcomes as an employment proxy indicator.

t) Work Location

[Enter the work location where the data or information will be maintained.]

Information will reside at a WSA data center or Office location.

u) Method

[Enter the method WSA will use to provide the Partner access to the data or information.]

Users will only have view access. The Partners may explore secure methods by which to share the information. Examples include:

14. View access to WIT WFCMS,
15. Using WSA’s Cabinet system;
16. Implementing a SharePoint-based system,
17. Other secure system meeting safeguarding requirements.

v) **Partner's Security Measures**

[Describe how the Partner will ensure the security of the data or information.]

Partner users must complete the mandatory cybersecurity training and Sensitive Personal Information Training (SPI), sign the computer user agreement P-41 form, and adhere to all security requirements.

w) **Partner Staffing Changes**

Upon the departure of a Partner's user, as applicable, any materials obtained from this Agreement by that staff will be collected and returned to WSA or destroyed, and the Partner shall return or destroy all data or information and provide written assurance of that destruction upon the staff's departure or at WSA's request.

x) **Data Usage**

The Partner agrees to only use the data or information for the purpose of this PBA, and any additional WSA data or information encountered during the fulfillment of the PBA will not be used for the Partner's own purposes or disclosed to others, except as authorized by participants with the Consent to Release Information form.

VII. Reporting Security Incidents

The Partners agree to ensure that if users, or the Partner's subrecipients, providers, contractors, and subcontractors, suspect or know that the handling of data or information in any way violates policy or suspect or know of a privacy incident, regardless of the reason, staff must, at the time of discovery:

18. secure the data or information from further compromise;
19. report the incident to the Partner's Contacts (section "V"); if the Contacts are unavailable or if there is a potential conflict of interest, report the incident to the Partner's Department/Unit or Office Manager or Director, or the Partner's Agency Executive Director in their absence;
20. notify WSA immediately of all confidentiality breaches or reasonably assumed release of confidentiality;
21. not compromise the data or information further by including PII when reporting the incident;
22. document and maintain records relevant to the incident, as WSA's (and TWC's) privacy incident handling might require them;
23. if the incident was not a breach but confidentiality policies were violated, take corrective action to minimize further incidents.

VIII. Violations

A violation is any noncompliance with TWC/WSA sensitive information requirements, its associated standards, guidelines, or procedures, including any event that results in theft, loss, unauthorized use, unauthorized disclosure, unauthorized modification, unauthorized destruction, or degraded or denied services of information resources constituting a security incident.

Violations may result in criminal prosecution. Violations may include but are not limited to any act that:

24. exposes the organization to actual or potential monetary loss through the compromise of information resources security,
25. involves the unauthorized disclosure of confidential and sensitive information,
26. involves the unauthorized use of organization data or resources,
27. involves the use for personal gain, unethical, harmful, or illicit purposes,
28. results in public embarrassment to the organization.

y) Criminal and Civil Sanctions

The Partners must be aware and shall advise Partner staff, subrecipients, providers, contractors, and subcontractors of the criminal and civil sanctions for unauthorized usage or disclosure of the data or information and related responsibilities.

Failure to comply with confidentiality requirements and failure to take appropriate action to prevent any improper use or disclosure of sensitive and other confidential information for an unauthorized purpose is subject to sanctions or other actions as deemed necessary by WSA (and TWC) up to and including termination of the Agreement, or criminal or civil prosecution. The parties agree they must hold accountable individuals who improperly use or disclose sensitive and confidential information for unauthorized purposes.

IX. Indemnification (adapted from the WSA-City Child Care Services Contract)

Only as it concerns this Agreement, Partner agrees, to the extent permitted by Texas law, to defend, indemnify and hold harmless (i) WSA, its board members, officers, employees, and representatives; and (ii) TWC, USHHS and USDOL and any officers, agents and employees of these agencies, from any and all claims, demands, judgments, awards, liens, fines, penalties, damages to property, settlements, administrative proceedings and/or investigations, lawsuits, verdicts, injuries, losses, defense expenses (including attorney's fees, costs, and litigation related expenses) related to, resulting from, arising out of, or incidental to any claim, demand, suit, or allegation:

- a. Partner's delivery, operation, and performance of services under this Agreement;
 - b. by any of Partner's former (an employee that performs services under this Agreement that during the term of this Agreement should no longer be or remain an employee of Partner for any reason and commits an act of any kind that results in a claim or cause of action to be filed against WSA) or present employees, subcontractors, providers of goods or services, or any entity or agency asserting any rights on behalf of any of the foregoing individuals or entities, including, but not limited to, any individual/agency alleging, asserting, demanding or claiming any of the following:
29. Violations of any right under the federal or state common-law or constitutions caused, in whole or in part, by the actions, inactions, omissions, intentional acts, and/or negligence of Partner, its officers, directors, agents, employee and other legal representatives; and/or

30. Violations of any federal, local or state statute, regulation, rule, standard, Executive Order, ordinance, or law caused by the actions of Partner, its officers, directors, agents, employees or other legal representatives.
31. from all subcontractors, materials, persons, laborers, and any other persons, firms, or corporations, furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement and from any and all claims and losses accruing or resulting to any persons, firms or corporations which may be injured or damaged by Partner in the performance of this Agreement; and
32. damages to property and/or resulting loss of use thereof and from any loss or damage arising from bodily injury, including death, to the extent that such claims, losses, liabilities, expenditures, or damages are caused in whole or in part by the negligent acts or omissions, or intentional or reckless acts of Partner, its employees, officers and agents, or its subcontractors, whether or not mixed with negligence of WSA.

Partner shall at WSA's option, defend or pay for an attorney subject to WSA's approval, to defend WSA, its agents, board, officers and employees against any and all claims, losses, liabilities, damages and expenditures of any kind, including attorney's fees, court costs, and expenses caused by the negligent, intentional or reckless acts or omissions of Partner, its employees, agents, board, or officers, or its contractors, subcontractors, their employees, agents, or representatives or any parties in privity with Partner.

In the event of a claim or suit against WSA or Partner arising out of the performance of this Agreement, Partner will furnish to WSA all non-privileged information in possession of Partner pertaining to such suit or claim, upon request. Such evidence and information will be furnished at the expense of Partner.

The provisions of this section shall survive the expiration or termination of this Agreement.

Nothing within this Section or this Agreement shall require Partner to indemnify TWC and/or WSA against any claim, demand, or cause of action whatsoever, based solely or in-part because of any intentional or negligent act or omission of WSA, its officers, directors, members, agents, employees, or other legal representatives.

Nothing in this Section or any other provision of this Agreement or any Addendum shall be construed as a waiver of the notice requirements, defenses, immunities and limitations WSA may have under the laws of the State of Texas.

X. Monitoring and Other Requirements

z) Monitoring

Only as applicable to this Agreement, the Partner, and as may be appropriate, the Partner's staff, subrecipients, providers, contractors, and subcontractors, agrees to be subject to monitoring, logging, audit, and review by WSA, TWC, and other state or federal agencies as may be required by law, including auditing the Partner's work.

aa) Non-financial Understanding

This PBA is a non-financial understanding between both Parties. The party’s signatures do not imply any financial obligations by or on behalf of either party.

bb) Independence

Each party shall be, and shall be deemed to be, an independent party and not an agent or employee of the other party. Each party shall have exclusive control over the work performance of its staff, subrecipients, providers, contractors, and subcontractors.

XI. Amendments

The Parties may amend this PBA at any time in writing by mutual consent and must amend it as may be required by other provisions in this PBA. The Parties shall send PBA modifications to:

<p>Workforce Solutions Alamo Adrian Lopez, CEO 100 N. Santa Rosa, Suite 120, San Antonio, TX 78207 (210) 272-3260 alopez@wsalamo.org</p>	<p>[Partner Agency Name] [Name of Person with Signatory Authority, Title] [Address] [Telephone Number] [Email]</p>
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XII. Consensus or Resolution Process

The signatories to this PBA shall amicably exert their best effort to resolve any dispute that may arise under this PBA. Any dispute that the Parties are unable to resolve shall be submitted to the CEO of WSA for resolution.

XIII. Termination

The Partner may cancel this PBA via written notice to WSA, which shall take effect thirty (30) calendar days upon delivery to WSA.

WSA may cancel this PBA at its discretion, for cause (i.e., a material or significant breach of any PBA provision) or as may be deemed in WSA’s best interests. WSA’s cancellation of this PBA shall be effective upon delivery of written notice to the Partner.

Upon notice of cancellation or termination, or at the time of expiration, the Partner shall immediately return, delete, or destroy all data and information and provide written assurance of such destruction.

XIV. Approval

The undersigned parties bind themselves to the faithful performance of this PBA. This PBA shall not become effective until approved by both Parties. IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the _____ day of _____, 2025 (“Effective Date”).

Persons with signatory authority for the Parties

**Alamo Workforce Development, Inc.
d/b/a Workforce Solutions Alamo**

**City of San Antonio,
Workforce Development Office**

Signature

Adrian Lopez
Chief Executive Officer

Signature

[Name]
[Title]

XV. Attachments

- 33. TWC P-48 Form – Systems Access Report for Other Agencies and Community Partners
- 34. TWC P-41 Form – Information Resources User Agreement
- 35. WSA Consent to Release Information – Data-Sharing Form
- 36. WSA MIS Form – New User Access
- 37. WSA MIS Form – Other Access
- 38. WSA Help Desk User Guide

Workforce Solutions Alamo

Release of Information and Partner Business Agreement Procedures

Version1.0
July 15, 2024

It is the policy of Workforce Solutions Alamo (WSA) that its Board of Directors, employees, subrecipients, subcontractors, contractors, and consultants will protect the Information Resources (IR) of WSA in accordance with the Texas Administrative Code (TAC), Title 1, Part 10, Chapter 202, Information Security Standards, and the Information Resources Management Act (Texas Government Code Chapter 2054). WSA will also protect the IR of WSA in accordance with other applicable state and federal laws.

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Introduction

WSA will implement the following procedures to develop Release of Information forms and Partner Business Agreements (PBA).

Purpose

One of WSA’s strategic goals is to convene local workforce development stakeholders and serve as a primary agent by brokering and leveraging expertise and resources to expand the workforce development system and offer comprehensive services to customers. In support of that effort, WSA maximizes grant and funding opportunities by fostering partnerships using Partner Business Agreements and Consent to Release Information forms for participants.

This procedure describes how WSA, its subrecipients, and contractors may use customer information to make referrals for support or wrap-around services and collaborate with stakeholders to expand the workforce development system, including sharing information beyond standard referrals.

Background

Most, if not all, grant awards include provisions requiring WSA to remove barriers preventing participants from successfully attaining their goals. Release of Information Forms and PBAs promote expanded services and resources to support participants’ success while protecting their personally identifiable information (PII).

As Board partnerships and customer base expand, including increased referrals and customer information sharing, WSA aims to secure data, prevent unauthorized access to files and records, and protect information from accidental or intentional destruction, disclosure, or misuse (WD 11-16).

In all instances, WSA applies a strict ‘need to know’ standard for subrecipients, community partners, and other agencies with a valid need, as determined by WSA under *TWC’s Information Security Standards and Guidelines*¹ (WD 11-16) and as allowable by law.

Definitions

Confidential Information: Information that must be protected from unauthorized disclosure or public release based on state or federal law (e.g. the Texas Public Information Act, and other constitutional, statutory, judicial, and legal agreement requirements). The term also includes information protected specifically by federal or state laws, including TWC, rules and regulations (e.g., IRS, SSA, HIPAA privacy regulations, Title 1 TAC Chapter 202, and TWC Information Security Standards). Appropriate controls must be applied to prevent unauthorized disclosure. See TWC’s Data Classification Reference Guide for more information on Confidential Data (IRIS SG9.5.1).

Confidentiality: The legally required process of keeping secret and protecting personal privacy and proprietary information from unauthorized access and disclosure (TWC Privacy Manual 2.3).

Personally Identifiable Information (PII): Information which can be used to distinguish or trace an individual’s identity, such as their name, social security number, biometric records, etc. alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc. (OMB M-07-16; TEGL 39-11).

Protected PII and non-sensitive PII: the Department of Labor has defined two types of PII, protected PII and non-sensitive PII. The differences between protected PII and non-sensitive PII are primarily based on an analysis regarding the “risk of harm” that could result from the release of the PII (TEGL 39-11).

- **Protected PII** is information that if disclosed could result in harm to the individual whose name or identity is linked to that information. Examples of protected PII include, but are not limited to, social security numbers (SSNs), credit card numbers, bank account numbers, home telephone numbers, ages, birthdates, marital status, spouse names, educational history, biometric identifiers (fingerprints, voiceprints, iris scans, etc.), medical history, financial information and computer passwords (TEGL 39-11).
- **Non-sensitive PII**, on the other hand, is information that if disclosed, by itself, could not reasonably be expected to result in personal harm. Essentially, it is stand-alone information that is not linked or closely associated with any protected or unprotected PII. Examples of non-sensitive PII include information such as first and last names, e-mail addresses, business

¹ TWC’s Information Security Standards and Guidelines is abbreviated as “IRIS.”

addresses, business telephone numbers, general education credentials, gender, or race. However, depending on the circumstances, a combination of these items could potentially be categorized as protected or sensitive PII (TEGL 39-11).

Sensitive Information: any unclassified information whose loss, misuse, or unauthorized access to or modification of could adversely affect the interest or the conduct of Federal programs, or the privacy to which individuals are entitled under the Privacy Act (TEGL 39-11).

TWC Information: records maintained and obtained by WSA from TWC, including (1) records and data compilations provided electronically, on paper, or via online access or e-mail; (2) records and data compilations that WSA has converted to another format or medium (such as handwritten or electronic notes); (3) records and data compilations incorporated in any manner into WSA's records, files, or data compilations (TWC Agency Board Agreement / ABA).

Workforce Application: includes all TWC computer-based automated systems, such as TWIST, the VOS Greeter, and WorkInTexas (WD 11-16), as well as other systems that WSA may use to record information (e.g., data applications from non-TWC grants or contracts, and any other application that WSA uses to manage information).

WSA Subrecipient: includes the TWC Adult/One-Stop, Youth, and Child Care service providers (contractors).

Referral Form

For participants, WSA uses two types of Release of Information forms, a *Referral Form* and a *Data-Sharing Form*, the latter of which a PBA must accompany. The following provides a general description of the Referral Form.

Release of Information – Referral Form (for Participants)

WSA subrecipients ask eligible individuals registering for services to sign a standard 'Release of Information' or 'Referral Form.' Participants sign the Referral Form to authorize WSA to 'release' their information, including specified personally identifiable information (PII), to other entities for 'referral' purposes.

Federal, state, and other grant awards require WSA subrecipients to refer customers to partner agencies so they may access resources and services that promote participation and goal attainment, such as but not limited to:

- *Barrier Removal:* for 'wrap-around' services, such as child care, transportation, clothing, housing, food, and other supports and assistance needed to promote their participation in WSA services by removing barriers.
- *Work Preparation:* to help skill, upskill, train or retrain, and prepare or promote customers for employment, such as education and training providers, mentoring and tutoring services, and partners offering job readiness, assessments, etc.
- *Employment:* to help customers gain employment or participate in work-related opportunities, such as work experience, internships, apprenticeships, on-the-job training, etc., such as with employers.

- *Pre- and Post-employment*: for instance, with community-based organizations for customers participating in TANF/Choices (TWC Choices Guide, B-203).
- *Child Care Job Search*: staff refer parents during their initial job search to WSA Centers for assistance with WIT and provide them access to services available through the one-stop delivery network and, as appropriate, for Wagner-Peyser (TWC Child Care Services Guide, D-1008.d; TAC §809.56(f) and §801.28).
- *Family Violence*: for individuals who may be victims of family violence to a specialized professional or agency.

Customers complete the *Release of Information – Referral Form* to authorize WSA to share the *least information needed* to make the referral and coordinate the service.

- The Referral Form does not authorize sharing more information than is needed to make the referral and coordinate the service.
- When referring participants, staff must follow related WSA policies, TWC guidelines, and grant award requirements.

The Appendix includes examples that subrecipients and contractors may use for this purpose, which may be adapted depending on the grant using the least amount of customer information needed to make the referral and coordinate the services.

Expanding the Workforce Development System

Context

WSA authorizes its subrecipients access to TWC workforce applications. Sometimes, participants and WSA benefit from sharing information with specific partners and community organizations by going beyond the standard ‘referral’ process (WD 11-16).

Participants benefit from sharing additional personally identifiable information (such as wages and employment information) when WSA further fulfills its function and mission as a Local Board (WIOA Sec. 107(d)(3)):

- **“Convening, Brokering, Leveraging.**— The local board shall convene local workforce development system stakeholders to assist in the development of the local plan under section 108 and *in identifying non-Federal expertise and resources to leverage support for workforce development activities.*”

WSA’s expansion of the workforce development system also aligns with *TWC’s Statewide Action Plan* (Goal 3, Partnership Managers):

- **“To create and manage more intentional partnerships to facilitate talent solutions, pursue shared goals** in support of a healthy and robust workforce, **and leverage joint resources.**”

Convening, brokering, and leveraging joint resources and facilitating talent solutions that pursue shared goals beyond federal and state investments requires, for example:

- Careful planning.
- Partner accountability.
- High levels of collaboration.

- Communication amongst partners.
- A coordinated approach to managing resources, investments, grants, and contracts, their services, and related data and information.

WSA recognizes that leveraging is not only critical but also required, as WIOA funds shall only be used for activities that are in addition to activities that would otherwise be available in the local area in the absence of such funds (WIOA Sec. 194(2)). In addition, WSA may enter into an agreement with another local area (including a local area that is a city or county within the same labor market) to pay or share the cost of educating, training, or placing individuals participating in programs, including the provision of supportive services (WIOA Sec. 194(3)(A)).

PBA Criteria

Releasing or sharing workforce application data (PII) beyond the Referral Form requires each of the following:

1. A grant, investment, award, or contractual arrangement in which WSA participates;
2. The grant, investment, award, or contact directly expands the agency's funding and customer base for workforce development;
3. The successful continuation of the grant, investment, award, or contract depends on sharing data or information beyond the standard referral for supportive services (e.g., it's part of the investment's performance and reporting goals);
4. A TWC P-41 Form.

In addition, WSA assesses the quality and quantity of the effort's contribution to three elements, including the degree to which the partnership's investment:

- **Leverages Joint Resources:** its investments support WSA's costs and require additional commitments to continue (such as tracking and reporting customer status, progress, and outcomes), and ideally are relatively substantial.
- **Pursues Shared Goals:** its performance measures or goals align with, resemble, or contribute towards workforce development outcomes (e.g., employment, training/education, or earnings).
- **Facilitates Talent Solutions:** it serves customers and populations that help expand WSA's customer base within the workforce development area (e.g., prioritizes individuals with barriers to employment, helps cover specific geographic areas, strategically supports WSA's mission and vision with employers and industry, etc.).

Note: Research type of efforts need not include PII (WSA may report information by aggregating the data, such as zip codes, census tracts, or other summarized levels).

PBA Procedure

A PBA's development, approval, and maintenance require several steps and involvement from multiple parties.

PBA Approval Process

Staff must complete the following actions to process PBAs, unless otherwise specified. Deviations from the process require a written document with justification.

1. Procurement validates that WSA has an active grant, investment, or contract with a Partner agency.
2. Chief Financial Officer (CFO) documents and confirms:
 - the project's investment (total investment for the project), and
 - the leveraging of joint resources (WSA's and the Partner's financial contribution towards the project).
3. Chief Operations Officer (COO) documents and confirms how the project:
 - pursues shared goals, and
 - facilitates talent solutions.
4. COO develops a PBA (for an individual partner) and its accompanying Release of Information – Data Sharing form (for customers).
5. CIO approves the PBA and Release of Information-Data Sharing form.
6. Individuals with signatory authority for WSA and the Partner sign the PBA.
7. Chief Process Officer (CPO) completes P-48 in accordance to the PBA, retains the form, and makes it available to TWC upon request.
8. MIS ensures partner staff members sign P-41 forms and complete the required IT training.
9. IT validates the PBA's alignment with TWC's data security requirements (e.g., to ensure the data-sharing method satisfies protection requirements).
10. Contract Management coordinates customers' signing of the Release of Information – Data-Sharing form.
11. MIS validates required documents (including signed P-41s, IT Training certificates of completion, signed PBA, and P-48).
12. Per the PBA, MIS provides the Partner access to the data or information.
13. Contract Management performs ongoing oversight of the PBA.
14. Fiscal conducts oversight of the investment.
15. MIS generates the data and facilitates information sharing.
16. IT ensures the data's ongoing security maintenance.
17. QA monitors process as may be needed.

PBA Approval Checklist

The approval process benefits from the usage of a *PBA Approval Checklist* (attached), which staff may use to document and validate the successful completion of each task with their initials.

PBA Elements

The PBA sets the parameters under which WSA and the Partner may share customer data or information to expand the workforce development system. The PBA must include the following elements.

Standard Information

- Name of the Partner agency.
- The purpose.
- PBA Criteria: a description of how the partnership meets the required criteria.
- Start and end dates (may not exceed three calendar years).
- Procedures to amend and, as applicable, a description of circumstances that may require an Amendment.

- Procedures to terminate and, as applicable, a description of circumstances that may require termination.
- A ‘Modification and Consensus Process’ statement.

Contact Representatives and Staffing Assignments

- The name/title and contact information of the WSA Board Staff assigned as primary contact for the Partner and who shall work with the Partner to ensure compliance with all applicable state and federal requirements and according to the Agreement (IRIS SG38.10).
- The name/title and contact information of the Partner’s Staff assigned as primary contact for the Agreement and who shall work with WSA to ensure compliance with all applicable state and federal requirements and according to the Agreement.
- The names, titles, and contact information of the Partner’s staff directly working with the data or information as part of the Agreement.
- WSA must terminate access to the data or information within 24 hours of a Partner’s staffing changes (WD 11-16).
- The Agreement must be updated within 24 hours of any staffing changes (IRIS SG38.11).
- A reference advising staff of the criminal and civil sanctions for unauthorized usage or disclosure and related responsibilities (IRIS SG36.7).

Security Forms and Training

- The Partner’s assigned staff must complete an approved security awareness training (e.g., TWC’s IT Security Training) before being granted access to any TWC/WSA PII (IRIS SG36.1), which must be completed annually (IRIS SG36.5).
- The Partner’s assigned staff must sign the Information Resources Usage Agreement/P-41 before being granted access to any TWC/WSA PII (IRIS SG36.2), and which must be renewed every other year.
- The Partner’s assigned staff must complete any additional security awareness training as may be required by WSA. WSA’s training shall at minimum include relevant TWC guidance, including WD 02-18, Change 1, WD 11-16, and other TWC or WSA related policies.

Data and Information

The Agreement must state and include the following language, as applicable. If not applicable, the Agreement must specify why the requirement does not apply to the partnership.

- 1) How the data/information will be appropriately controlled depending on the work to be performed (IRIS SG38.1).
- 2) The specific data or information that may be shared and its sensitivity levels (IRIS SG38.1, SG38.5).
 - a) Identify the specific data attributes or variables.
 - b) WSA IT includes a description of the sensitivity level of the data.
- 3) The work location where the data or information will be maintained (IRIS SG38.1).
Note: see ‘method’ section below.
- 4) The method that WSA will use to provide the Partner access to TWC data or information. WSA will apply the following criteria in sequential order, selecting the most restrictive option beginning with “a.” If “a” is not an option, then “b,” and so forth:

- a) WSA reports summarized information (without PII).
- b) WSA retains possession of the data and information and, if necessary, provides ‘viewing’ or ‘read-only’ rights to the Partner (e.g., via VPN, Cabinet, SharePoint, or other secure method).
- c) The investment requires WSA to release the data or information to the Partner.
 - i) All pertinent TWC IRIS security requirements become applicable and enforceable concerning WSA’s oversight responsibilities for the data to ensure their security.
- 5) A description of how the Partner will ensure the security of the data or information to which the Partner may have access (SG38.2, SG38.6).
- 6) A statement ensuring that upon the departure of a Partner’s staff all materials will be collected and returned to WSA or destroyed, as appropriate, and that the Partner will return or destroy all data or information and provide written assurance of that destruction upon termination of the Agreement or at the request of WSA (IRIS SG38.7).
- 7) A statement requiring the Partner to only use WSA data or information for the purpose of the terms of the Agreement (IRIS SG38.8).
- 8) A statement requiring that any additional WSA information encountered during the fulfillment of the Agreement cannot be used for the Partner’s own purposes or disclosed to others (IRIS SG38.9).
- 9) A statement requiring Partner employees to immediately report all security incidents directly to WSA’s primary contact (IRIS SG38.12; WD 02-18).

Monitoring and Other Requirements

- Depending on the type of agreement, the Partner agrees to be subject to monitoring, logging, audit, and review by WSA, TWC, and other state or federal agencies as may be required by law, including the auditing of the Partner’s work directly tied to the Agreement (IRIS p.3, SG38.15).

Release of Information – Data-Sharing Form (for Participants)

Sharing data or information beyond a standard “Referral” requires a PBA and a signed *Consent to Release Information – Data-Sharing Form* from each customer.

Individuals authorized by law to receive or have access to participant data or information include entities identified in a signed release from the participant (WD 02-18). As owners of their data and information, customers who sign the *Consent to Release Information – Data-Sharing Form* authorize WSA to ‘share’ additional personally identifiable information (PII).

To properly inform customers about what, when, how, and with whom WSA will share their PII, the *Consent to Release Information – Data-Sharing Form* must, at minimum, include the following elements.

- 1) The **name(s) of the Partner(s)**, including their specific office or unit with whom WSA will share the information. For example:
 - a) Name of entity, and
 - b) Name of the unit, department, or office of the entity.
 - c) The customer’s release may include multiple Partners.
- 2) The **length or duration** of the release. The release must:

- a) Include a limited duration not to exceed three years (into the future from when the Consent is signed), and
 - b) The duration must be justified with a description. For instance,
 - i) What services or resources will the joint effort offer the customer during the timeframe?
 - ii) If the duration depends on contract- or grant-related goals or reporting requirements, the release must specify this to allow the customer to agree (or not).
- 3) A **description of the specific data or information** WSA will share.
- a) The specific attributes or variables involved (TWC Information Security Standards, SG38.5), for example, status or progress regarding employment, employer name, wages, training, grant participation, and other information.
 - b) The timeframe of the data.
 - i) Information may include historical data (from before the date the customer signed the release) only if the release contains:
 - (1) the timeframe, and
 - (2) a justification for the timeframe that aligns with the contract’s purpose or goals, and
 - (3) the success or continuation of the contract depends on that timeframe.
 - ii) Otherwise, the data may only apply from the date the customer signs the release on forward (e.g., not data or information from before that date).
 - c) A description of the source of the information, for example, TWC WorkInTexas employment outcomes, TWC WorkInTexas and TWIST Wage information, etc.
- 4) The **specific purpose** for which WSA will share the information and which aligns with how the Partner(s) will use the information for the purposes of the associated PBA (TWC Information Security Standards, SG38.8). For example:
- a) To provide training and support services for employment attainment, retention, or advancement.
 - b) The investment requires sharing the information for its continuation and success.
- 5) Language that describes **how the Partner** will protect the information, which must meet or exceed existing required protections (TWC Information Security Standards, SG38.6).
- 6) Information describing **how the customer may terminate the release**.
- 7) **The customer’s information and approval:** name, signature and, as may be needed, additional information, such as date of birth, and full or partial social security number (SSN).

Data Requests and Releases

WSA MIS must document data releases and adhere to the *PBA* and *Consent to Release Information – Data Sharing Form* specifications.

References

- TWC Agency Board Agreement (ABA Contract)
- TWC Statewide Action Plan
- TWC Texas Information Security Standards (IRIS)
- TWC Privacy Manual
- WD 11-16, Access and Data Security for Workforce Applications

- WD 24-11, Change 1, Reporting Negative Incidents Involving Texas Workforce System Customers – Update
- WD 02-18, Change 1, Handling Sensitive Personal Information and Other Confidential Information – Update
- 20 C.F.R. Part §603, Federal-State Unemployment Compensation (UC) Program; Confidentiality and Disclosure of State UC Information
- Texas Labor Code §301.085, Unemployment Compensation and Job Matching Services Information; Offense; Penalty
- 40 TAC Chapter §815, Unemployment Insurance, Subchapter E, Confidentiality and Disclosure of State Unemployment Compensation Information
- Texas Administrative Code Title 1, Part 10, Chapter §202, Information Security Standards
- Texas Government Code §2054, Information Resources
- TEGL 39-11, Guidance on the Handling and Protection of Personally Identifiable Information (PII)
- OMB M-07-16, Safeguarding Against and Responding to the Breach of Personally Identifiable Information
- WIOA Sec. 107(d)(3), Functions of the Local Board
- Associated federal and state laws and regulations, including but not limited to FERPA, HIPAA, and the HITECH Act

Attachments

- Partner Business Agreement (PBA) – Approval Checklist
- Partner Business Agreement (template)
- Consent to Release Information – Data-Sharing Form (template)
- Release of Information – Referral Form (Examples)



MEMORANDUM

To: Oversight Committee
From: Adrian Lopez, CEO
Presented By: Eric Vryn, Chief Process Officer
Date: February 21, 2025
Subject: **Update: Ready to Work**

Summary: This memorandum provides the final update on the Ready to Work (RTW) program analysis, following multiple briefings to the committee throughout 2024.

Since the committee's last briefing, several revisions have been made to the draft analysis, incorporating updated performance metrics and revised data evaluations. While these updates refine certain aspects of the analysis, the core findings and conclusions remain unchanged.

Additionally, one new recommendation has been added to the analysis to address ongoing challenges related to program implementation. This memorandum presents the final analysis and recommendations for Board review and consideration.

Analysis: The WSA RTW Program Analysis (2025) identifies four primary operational challenges impacting program effectiveness:

1. Enrollment & Completion Challenges

- a. Enrollment and completion rates remain below target despite updated metrics.
 - i. 7,273 applicants interviewed (72.5% of goal)
 - ii. 4,713 participants enrolled in training (75.2% of goal)
 - iii. 32.7% completion rate, indicating significant participant attrition
- b. Employer hiring conversion rates remain low.
 - i. 549 employers have hired RTW graduates (35.5% of successful completions)
 - ii. Less than 3% of pledged employers have hired RTW participants

2. Administrative & Compliance Burden

workforcesolutionsalamo.org
communications@wsalamo.org

100 N. Santa Rosa Street
San Antonio, Texas 78207
(210) 272-3260

A proud partner of the  American Job Center network.



- a. SYNC data system requires 150+ fields per participant, including 37 critical fields for invoicing
- b. COSA's funding guide updates (5 in the last 6 months) continue to create inefficiencies
- c. Technical Assistance Review (TAR) compliance mandates remain misaligned with contract terms

3. Intake & Case Management Inefficiencies

- a. Case managers handle 300-350 participants each, limiting individualized support
- b. 69% of case managers' time is allocated to compliance-related data entry, reducing participant engagement
- c. Engagement model (1-2 contacts per month) remains insufficient for high-barrier participants

4. Financial & Invoice Processing Inefficiencies

- a. Invoice revision rate remains high at 63.6%, requiring 1.45 revisions per invoice
- b. Processing inefficiencies consume 30% of fiscal staff capacity, delaying reimbursements
- c. Reimbursement model remains misaligned with job placement and retention service costs

These issues continue to limit the RTW program's effectiveness and scalability, requiring targeted improvements.

Alternatives: None

Fiscal Impact: The fiscal department is conducting a separate analysis on the financial implications of these findings. That report will be presented by the CFO at a later date.

Recommendation:

1. Negotiate with COSA to implement a tiered compliance model to reduce administrative burdens while ensuring data integrity.
2. Standardize SYNC and invoicing processes, limiting funding guide updates and requiring structured change management protocols.
3. Reevaluate the reimbursement model to reflect the full costs of placement and retention efforts.
4. Conduct an external third-party review of RTW's financial and operational framework.



Next Steps: WSA is currently engaged in discussions with the City of San Antonio (COSA) regarding these issues. We will provide regular updates to the Board as these discussions progress and resolutions are reached.

Attachment- Update Ready to Work Analysis



MEMORANDUM

To: Adrian Lopez, Chief Executive Officer

From: Eric Vryn, Chief Process Officer

Date: February 21, 2025

Subject: Ready-to-Work Program Analysis

Introduction:

In 2020, San Antonio's unemployment soared to a staggering 12%—the highest in recent history. Ready-to-Work (RTW) was conceived as a solution to this economic crisis, answering the call for bold workforce development. Voters rallied behind the program in November, approving \$200 million in funding through a 1/8-cent sales tax to fuel an initiative aimed at uplifting the city's marginalized communities and households earning below 250% of the federal poverty line. This initiative was also a commitment to the community that there were solution pathways to move workers into more economically secure futures.

However, after more than three years into the program, RTW has struggled to fully achieve its targeted goals, raising questions about the program's future trajectory and efficacy. Concerns regarding RTW's capacity to drive sustainable economic transformation have prompted some community leaders and stakeholders to call for a more comprehensive analysis of its impact.

In early 2024, Workforce Solutions Alamo (WSA) initiated a focused analysis of RTW, examining internal processes and operations of the agency as well as the impact City of San Antonio (COSA) program requirements and guidelines has had on its implementation of the program.

This report presents an analysis focused on WSA's role in operationalizing RTW's objectives, leveraging data from both WSA and the COSA, balanced by in-depth observations and interviews with WSA RTW staff and contractors. While acknowledging that an audit of all partner agencies falls beyond the scope of this analysis, the findings aim to provide a transparent and objective evaluation of RTW's progress to date and offer insights on potential pathways to enhance its impact.

Summary:

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The Ready-to-Work (RTW) program has been hampered by serious operational challenges that have impacted its effectiveness and scalability. This analysis focuses on systemic inefficiencies across four (4) key areas:

1. **Program Performance:** *Substantial gaps between targets and actual outcomes signal systemic issues in participant engagement and progression.*
2. **Data Compliance:** *Complex reporting requirements and frequent guideline changes create an unsustainable administrative burden.*
3. **Participant Support:** *Administrative burden on case managers severely limits quality time with participants, compromising program effectiveness from intake to job placement.*
4. **Financial Management:** *Invoice processing inefficiencies and a potentially misaligned reimbursement model undermine the program's financial sustainability.*

The challenges stem from a combination of factors, including overly rigid program structures, inadequate data management systems, and insufficient inter-organizational coordination. If not addressed, these issues risk undermining Workforce Solutions Alamo's (WSA) effectiveness and long-term viability in implementing the RTW program.

This analysis provides data-driven insights into these critical issues and offers several evidence-based recommendations to streamline operations, enhance program efficacy, and better serve the San Antonio community. By proactively addressing these challenges, there is an opportunity to transform the Ready-to-Work (RTW) program into a more robust, efficient, and measurably impactful initiative that can scale to meet growing community needs.

Current State:

I. WSA Program Performance

<i>Metric</i>	<i>Actual</i>	<i>Goal</i>	<i>Performance</i>
<i>Unique Applicants (Interviewed at Intake)</i>	7,273	10,033	73%
<i>Enrolled in Approved Training Programs</i>	4,713	6,268	75%
<i>Participants that Exited or Completed Training</i>	2,193	N/A	N/A
<i>Participants that successfully completed</i>	1,545	N/A	N/A
<i>Employers Hiring RTW Graduates</i>	549	N/A	N/A



Current Performance Metrics:

The program's current data shows 7,273 applicants interviewed against a target of 10,033, achieving 72.49% of the target. For enrollment, 4,713 participants are enrolled in training programs against a target of 6,268, achieving 75.19% of the goal. These numbers represent the initial engagement effectiveness of the program.

Training Completion Analysis:

From 4,713 enrolled participants, 1,545 achieved successful completion, representing a 32.78% success rate. In other words, approximately two-thirds of enrolled participants do not successfully complete their training program, which indicates significant challenges in participant retention and program completion that warrant careful examination.

Historical Performance Review:

The program's historical data provides important context for current performance:

Year 1 established baseline metrics:

- Interview achievement: 92.4% (2,670 of 2,887)
- Case management: 141.7% (1,868 of 1,318)
- Enrollment: 109.7% (1,447 of 1,318)
- Completion rate: 62%

Year 2 showed performance changes:

- Interview achievement: 83.3% (2,900 of 3,480)
- Case management: 90.8% (1,723 of 1,896)
- Enrollment: 109.9% (2,085 of 1,896)
- Completion rate: 72%

Current metrics demonstrate measurable changes from these earlier periods:

- Interview achievement decreased by 19.9%
- Enrollment performance decreased by 34.6%
- Overall completion rate shows 32.7% of enrollees achieving successful completion

Employment Results:

Examining employment outcomes, of the 1,545 participants who successfully completed training, the program data shows 549 employers hiring RTW graduates. This indicates that employer hiring engagement represents 35.5% of successful program completions.



While COSA has successfully engaged close to 500 employers who have pledged support for the program, less than 3% of them have hired RTW graduates. This low conversion rate indicates that the program has not translated into significant employment outcomes for WSA participants or other prime agency participants, limiting its impact on transitioning participants into quality jobs.

The discrepancy between employer commitment and actual job placements highlights a key area for improvement in this initiative. Addressing this challenge presents an opportunity for COSA to enhance the program's effectiveness and create more sustainable economic opportunities for program participants.

Performance Analysis:

The data reveals declining performance across key metrics when compared to historical benchmarks. Most notably, the conversion rate from enrollment to successful completion indicates a significant gap between program participation and achievement of desired outcomes. The decrease in performance metrics from Year 1 to present, combined with the current completion rate, suggests systematic challenges in program delivery and effectiveness.

Individual Barriers to Employment:

There are various contributing factors to the low percentage (35.5%) of WSA participants being placed into quality jobs.

- a) **Age:** Older participants (45+) generally face more challenges, with a 38.7% quality job rate compared to 44.3% for those aged 25-44. Interestingly, this age barrier is less pronounced among WSA participants (39.1% vs. 38.6%).
- b) **Justice Involvement:** This is a significant barrier, with justice-involved individuals having a 29% quality job rate compared to 44.6% for those not involved. The effect is even stronger among WSA participants (26.3% vs. 40.6%).
- c) **Disability:** Participants with disabilities face substantial challenges, achieving a 24.2% quality job rate compared to 44% for those without disabilities. Again, this disparity is more pronounced among WSA participants (21.7% vs. 39%).
- d) **Education Level:** Lower education levels correlate with lower quality job rates, with those having a high school diploma or less achieving a 40.9% rate overall, but only 36% among WSA participants.
- e) **Previous Employment Status:** Those unemployed at enrollment face additional challenges, with a 40% quality job rate overall, dropping to 36.5% for WSA participants.



II. SYNC & TAR Analysis:

SYNC

Field types	<i>Free text, Binary, Numeric, Date, Single/Multi-select, Employee ID, Email</i>
Requirements	<i>150+ fields (37 critical for invoicing), daily reviews, real-time updates</i>

TAR

Structure	<i>8 sections, 69 questions, and 10 specific performance measures</i>
Methodology	<i>Primarily binary (Yes/No/N/A) with free text summary sections</i>
Funding Guide	<i>5 in 6 months (2024), plus the addition of a workflow guide</i>
Historical	<i>All RTW prime agencies have been under a Technical Assistance Review (TAR) or Performance Improvement Plan (PIPs) since the program's launch</i>

Analysis:

a) Program Documentation System (SYNC):

The Ready-to-Work program utilizes Supporting Your Needs in the Community (SYNC) for data management. The extensive data capture requirements of SYNC, which include over 150+ fields (37 of which are crucial for invoicing), daily reviews, and real-time updates, significantly increase operational demands. This level of data management imposes a substantial administrative burden on prime and subprime agencies, for whom Ready-to-Work is one of many program offerings.

While COSA schedules regular meetings with partners, changes to SYNC often occur with little to no advance communication and frequently misalign with COSA's own funding and workflow guides. The frequent funding guide revisions (at a rate of 5 in 6 months) and addition of workflow guides have introduced another layer of complexity to the data management process, negatively impacting program consistency and partner organizations' ability to adapt.

Moreover, modifications occur without corresponding scope of service and contract amendments creating programmatic inconsistency. During observations at C2 Global, case managers reported significant gaps in the COSA funding guide, leading them to create their own internal guide.



b) Performance Evaluation Framework (TAR):

The Technical Assistance Review (TAR) process, comprising eight (8) sections, sixty-nine (69) questions, and ten (10) specific performance measures, relies heavily on binary assessments. While free text summary sections allow for some nuanced feedback, the overall approach does not fully capture the complexities of program implementation. It is noteworthy that the 2023 evaluation process is based on a randomized sampling and limited direct observation by COSA. The Technical Assistance Review process exhibits misalignment with the scope of service agreement and contract parameters. A significant portion of the evaluation criteria being used to assess prime agencies' performance and compliance standards derives from retroactive changes to the funding guide, which either conflicts with or was never contractually agreed upon. These modifications, implemented without mutual agreement from all parties, raise substantive questions about the assessment framework altogether. Ongoing Technical Assistance Reviews reveal persistent challenges in meeting performance standards since the program's inception. These challenges stem from COSA's frequent modifications to the funding guide, stringent compliance requirements, and system updates, further complicated by communication gaps. Agencies struggle with compliance standards that often seem misaligned with operational realities. This situation highlights the complexities in program implementation and the difficulties agencies face in adapting to changing requirements while maintaining service delivery.

III. Intake & Assessment:

<i>Category</i>	<i>Metric</i>
<i>*Process capacity</i>	<i>120-150 intake assessments per month (average)</i>
<i>**Staff allocation</i>	<i>5 intake specialists</i>
<i>***Lead time per participant</i>	<i>7-30+ days (average)</i>
<i>Cycle time per assessment</i>	<i>1.0-1.5 hours</i>
<i>Participant lead verification</i>	<i>5-20 minutes</i>
<i>Required SYNC Fields</i>	<i>150+, 37 critical to invoicing</i>
<i>COSA compliance requirement</i>	<i>100%</i>

***Process capacity:** Maximum number of intake assessments completed in a set period under normal conditions.

****Cycle time:** Total time to complete one intake assessment from start to finish.

*****Lead time:** Total time from initial participant contact to intake process completion.



Analysis:

A duplicative verification process significantly impacts the current process, leading to overprocessing, duplication, and extended wait times. For example, COSA provides 311 referrals of individuals interested in the RTW program, which COSA considers verified. However, due to contract language, C2 Global must still conduct and include the same verification in SYNC to avoid potential disallowed costs. This non-value-added activity increases processing time by an average of 5-20 minutes per lead, highlighting the need for streamlining and efficiency.

Capacity Calculation

- a) $135 \text{ assessments (average)} * 1.25 \text{ hours (average)} = 168.75 \text{ hours per month}$
- b) $168.75 \text{ hours} / 5 \text{ specialists} = 33.75 \text{ hours per specialist per month}$

Intake specialists dedicate approximately 21% of their standard work month (33.75 out of 160 hours) to assessments. However, this metric does not fully capture their comprehensive responsibilities. The remaining time encompasses critical, less quantifiable tasks essential to participant onboarding and program efficacy. To account for these additional duties, the analysis incorporates an estimated 1-15 hours per specialist per week. This adjustment provides a more accurate representation of the specialists' overall workload, acknowledging the considerable time invested in activities beyond assessments that are crucial to program operations.

Additional Workload Considerations:

- **Minimum additional time per specialist per month:**
 $1 \text{ hour/week} * 4 \text{ weeks} = \mathbf{4 \text{ hours}}$
- **Maximum additional time per specialist per month:**
 $15 \text{ hours/week} * 4 \text{ weeks} = \mathbf{60 \text{ hours}}$

Total Monthly Hours per Specialist:

- **Minimum scenario:**
 $33.75 \text{ hours (assessments)} + 4 \text{ hours (additional tasks)} = \mathbf{37.75 \text{ hours}}$
- **Maximum scenario:**
 $33.75 \text{ hours} + 60 \text{ hours} = \mathbf{93.75 \text{ hours}}$

Even in the maximum scenario, specialists utilize approximately 59% of their available working hours (93.8 out of 160). This suggests that while there is a substantial increase in workload when accounting for additional tasks, some capacity remains.



Additional Metrics:

a) Takt Time Calculation:

Category	Metric
<i>Total available time per month:</i>	5 specialists × 7 hours/day × 20 days/month = 700 hours/month
<i>Adjusting for additional tasks:</i>	<ul style="list-style-type: none"> ▪ Minimum additional tasks: 700 hours – (5 specialists × 1 hour/week × 4 weeks) = 680 hours ▪ Maximum additional tasks: 700 hours – (5 specialists × 15 hours/week × 4 weeks) = 400 hours
<i>Customer demand:</i>	150 assessments per month (using the upper limit)
<i>Takt Time</i>	<ul style="list-style-type: none"> ▪ Minimum additional tasks: 680 hours ÷ 150 assessments = 4.53 hours per assessment (approximately 272 minutes) ▪ Maximum additional tasks: 400 hours ÷ 150 assessments = 2.67 hours per assessment (approximately 160 minutes)

***Takt Time**: Rate at which assessments must be completed to meet participant demand.

b) Process Capability Index (Cpk): = $\min((21 - 14) / (3 * 2.33), (14 - 7) / (3 * 2.33)) = 1.00$

Category	Metric
<i>Upper Specification Limit (USL)</i>	21 days
<i>Lower Specification Limit (LSL)</i>	7 days
<i>Process Mean:</i>	14 days
<i>Standard Deviation</i>	2.33 days

The process capability index (Cpk) is a statistical measure of a process's ability to meet demand. A Cpk of 1.00 indicates the process meets requirements exactly but allows no room for variability. This can lead to demand falling outside acceptable limits due to minor fluctuations or changes in a process. For consistent performance and to accommodate minor variations, a higher Cpk (ideally ≥ 1.33) is preferred.



Conclusion:

Including the additional tasks in the analysis reveals that under maximum workload conditions, the total time per assessment increases significantly:

<i>Category</i>	<i>Metric</i>
Maximum initial assessment time:	1.5 hours (90 minutes)
Maximum additional tasks per assessment:	15 hours/week ÷ 7.5 assessments/week = 2 hours per assessment (120 minutes)
Total time per assessment:	90 minutes + 120 minutes = 210 minutes

This total time per assessment of **210 minutes** exceeds the takt time under maximum additional tasks (160 minutes per assessment), indicating potential capacity constraints. This suggests that additional process steps or non-value-added activities are impacting efficiency, leading to longer overall lead times than initially indicated by the cycle time alone.

The process capability index (**Cpk**) of **1.00** underscores the need to improve the intake process, as the ideal target is 1.50-2.00. This higher range indicates a process capable of meeting demand limits with room for variation. COSAs' strict compliance requirements coupled with participant challenges impact efficiency, contributing to the current low Cpk. Easing select compliance requirements could accommodate nominal variations, ensuring more consistent performance and enabling prime agencies to meet greater demand under fluctuating conditions. This approach could increase WSA efficiency and improve service delivery while maintaining essential compliance standards.

IV. Case Management:

<i>Process Type</i>	<i>Metric</i>
Number of Case Managers	5
Case manager to participant ratio	1:300-350
Daily case workload expectation	30 cases
Engagement frequency	1-2 times monthly during training, monthly for six months post-placement



<i>Engagement duration</i>	2-5 minutes during training, 30 seconds to 2 minutes post-placement
<i>Total contacts per participant</i>	7-13
<i>SYNC data entry time per participant</i>	4-5 hours over program duration

Analysis:

The case management processes exhibit significant structural inefficiencies, primarily driven by rigorous compliance requirements and the complex needs of participants served by WSA. Analysis of program data reveals that WSA participants face measurably higher barriers than cohorts served by other prime agencies. These additional barriers further amplify the challenges inherent in the case management process.

Workload Calculation:

a) Monthly Participant Engagement and SYNC Data Entry:

- Weighted Average Engagement Duration: 2.72 minutes per interaction (65.4% × 3.5 minutes during training + 34.6% × 1.25 minutes post-placement)
- Weighted Average Monthly Frequency: 1.33 interactions per month (65.4% × 1.5 times during training + 34.6% × 1-time post-placement)
- Total Monthly Engagement Time per Case Manager: 19.61 hours (325 participants × 3.62 minutes ≈ 1,176.5 minutes)
- Monthly SYNC Data Entry Time per Case Manager: 121.88 hours (325 participants × 22.5 minutes = 7,312.5 minutes)

Total Required Time: 19.61 hours (engagement) + 121.88 hours (data entry) ≈ 141.49 hours

b) Key Performance Indicator:

Value Added Ratio (VAR) = 141.49 hours / 176 hours ≈ 0.80

*Value Added Ratio (VAR): A proportion of time required to complete all tasks versus total available working time; a VAR approaching 1 indicates high utilization, potentially leading to overwork and reduced capacity for additional tasks.

The VAR of 0.80 indicates that case managers are dedicating approximately 80% of their available working hours to required tasks, leaving limited time for unforeseen circumstances or in-depth support to program participants. The significant amount of time spent on data entry (approximately 69% of



total working hours) further constrains the ability to provide comprehensive, tailored support to participants facing significant barriers.

The substantial contact mandates by COSA create undue pressure, resulting in cursory interactions that fail to address participant barriers. The disproportionate amount of time devoted to data entry exacerbates this issue, limiting case managers' capacity to engage meaningfully with participants.

The case management framework demonstrates an unsustainable system where excessive compliance demands compromise program effectiveness. The current process heightens staff burnout risk and turnover, leading to higher error rates, rework, and increased lead time.

V. Invoice Processing Performance Overview:

<i>Process Type</i>	<i>Metric</i>
<i>Invoice revision rate</i>	63.6%
<i>Process efficiency:</i>	36.3%
<i>Average revisions per invoice</i>	1.45
<i>Monthly time allocation for invoice-related tasks</i>	616 hours (30% of fiscal staff capacity)
<i>Monthly cost associated with invoice revisions</i>	\$41,047.85
<i>Funding guide update frequency</i>	5 times in 6 months

Analysis:

Analysis of the current invoice processing system reveals significant inefficiencies. Only 36.3% of invoices are processed correctly on the first attempt, resulting in a high volume of rework. This inefficiency impacts both internal operations and external partner processes.

Four primary areas of impact:

- a) *Resource Allocation:* Fiscal staff dedicate 30% of their capacity to invoice-related tasks, which represents a substantial portion of time spent on administrative processes rather than strategic initiatives.
- b) *Financial Impact:* The monthly cost of \$41,047.85 for invoice revisions indicates a significant financial burden associated with the current process inefficiencies.
- c) *Partner Challenges:* The high revision rate (63.6%) and frequent funding guide updates (5 in 6 months) suggest that subprime organizations face ongoing difficulties in navigating SYNC and COSA compliance requirements.



- d) Operational Efficiency: With a process efficiency of just 36.3%, the current system operates well below optimal levels, impacting the speed and quality of program delivery.

While communication between WSA and COSA has continued to improve, the existing data management system (SYNC) and communication processes continue to present challenges for prime and subprime partners. These difficulties impact not only operational efficiency but also the overall quality and effectiveness of the program. WSA partner organizations spend considerable time correcting errors in SYNC to ensure that COSA can process invoices.

The frequent updates along with the high number of data entry requirements are key contributing factors to a high error rate and resource allocation to invoice-related processing.

VI. RTW Reimbursement Model:

The reimbursement model for the RTW program, established more than three years ago, was likely based on standard practices in program management and workforce development. However, as the program has grown and the system and processes established by COSA have increased, so has the need for additional resources to meet those increasing demands.

One critical aspect that must be considered in the reimbursement model is the extensive effort required to place participants into quality jobs within the mandated 6-month timeframe. This process involves several essential activities following a participant's graduation from an approved training program:

- Job matching
- Soft skill development
- Resume development
- Interview preparation
- Participant follow-up
- Engagement with local employers

These activities represent only a fraction of the partners' total effort to ensure successful job placements. The depth and breadth of these services are crucial to participants' success and significantly impact partner organizations' workload.

COSA's strict 100% compliance requirement places a significant burden on partner organizations. This forces them to absorb additional costs and establish internal processes to meet stringent program requirements. Furthermore, the purpose and utilization of the collected data remain unclear, potentially limiting funding for process enhancements and partners' ability to add necessary resource gaps.

Placing participants into quality jobs within the allotted six (6) months is complex and challenging. Partners must match participants with suitable opportunities in a rapidly changing job market, offer



ongoing support for job retention, and manage nuanced compliance requirements. These efforts add complexity to the partners' roles within the current reimbursement model.

As the RTW program continues to evolve, the reimbursement model's effectiveness in supporting program goals and partner efforts will need to be reevaluated to ensure the program's long-term sustainability, adaptability, and overall success.

Recommendations:

1. COSA Compliance Requirements:

Summary: Negotiate with COSA for a tiered compliance system to maintain 100% compliance for critical data only while allowing flexibility for less crucial elements to reduce partner burden and enhance program effectiveness.

COSA's current 100% compliance requirement, though well-intentioned, imposes an excessive burden on partner organizations and inadvertently compromises the program's overall effectiveness. It is recommended that during the upcoming subcontractor contractor renegotiations, WSA proactively negotiate to reevaluate and refine these requirements, advocating for a more balanced approach to compliance. This revised strategy can maintain rigorous standards to ensure accountability while providing necessary operational flexibility.

A potential compromise is the implementation of a tiered compliance system. Under this framework, critical data points—such as those essential for invoicing—would maintain 100% compliance, while less crucial elements could adhere to a modestly relaxed standard. This nuanced approach would significantly reduce pressure on partners, potentially enhancing data quality by enabling a focused emphasis on the most vital elements while preserving the program's fundamental integrity.

By adopting this more balanced compliance strategy, WSA can alleviate the strain on partner organizations without compromising the program's core objectives. This approach has the potential to improve data accuracy, strengthen partnerships, and enhance the overall effectiveness of the program. As WSA moves forward with contract negotiations, prioritizing this flexible yet robust compliance model will be crucial in ensuring the long-term success and sustainability of the program.

2. Streamline Invoicing Process and Enhance Communication:

Summary: Streamline invoicing and improve communication by enhancing SYNC usability and implementing a more structured communication and change management framework, addressing challenges from frequent updates and compliance requirements.

Due to the high compliance requirements imposed by COSA, constant changes to the SYNC platform, frequent funding guide revisions, and inconsistent communication, WSA has experienced significant



challenges in invoice processing. To address these issues and improve efficiency, we recommend implementing a two-pronged approach:

- First, critical fields in the SYNC system should be marked as required or highlighted with asterisks, providing clear visual cues to users, and reducing the likelihood of errors. This simple yet effective change could dramatically reduce the error rate and subsequent rework at the partner level.
- Second, WSA proposes that funding guide changes and related communications be limited to quarterly, with a minimum 30-day advance notice period prior to any major system updates and/or changes. This quarterly cycle, while more aggressive than standard government practices, suits the Ready-to-Work program's iterative nature and need for responsive adaptations. This recommendation is consistent with federal and state policy change processes, particularly in its use of advance notice periods.

Any changes outside this quarterly schedule should require consortium agreement before implementation. For necessary rapid changes, partner organizations should receive no less than 21-day notice period prior to implementation. This structured yet flexible approach to change management would allow partners to better prepare for and adapt to system updates, reducing confusion and improving overall efficiency while balancing standard practices with the program's unique operational needs.

3. Cost-Benefit Analysis:

Summary: Engage a third-party professional service to perform an in-depth cost-benefit analysis to determine an equitable reimbursement model.

WSA is requesting that the City of San Antonio (COSA) obtain third-party professional services contract for a comprehensive cost-benefit analysis to determine an equitable reimbursement model for WSA and partner organizations. This study would assess the full spectrum of program delivery costs, including administrative expenses, from initial intake through job placement and long-term follow-up. It would identify any discrepancies between current expenditures and reimbursements while also evaluating the financial implications of COSA's requirements and the potential impacts of proposed compliance changes. This analysis will provide crucial insights into the programs' economic ecosystem, equipping prime agencies with empirical data to engage COSA in informed discussions about fair compensation. Such discussions will aim to establish a model that accurately reflects both the intrinsic value and operational costs of our partners' essential work. This initiative will optimize resource allocation, enhance program effectiveness, and ensure the long-term sustainability of our collaborative efforts.



4. Process Analysis:

Summary: Engage an impartial third-party mediator to evaluate Ready to Work program processes and establish balanced operational framework that optimizes both compliance and performance.

WSA is requesting that the City of San Antonio (COSA) obtain an impartial third-party mediator to conduct a comprehensive examination of the Ready to Work (RTW) program's processes. The current framework has created operational challenges, which have been routinely communicated, stemming from the need to balance rigorous compliance requirements with performance objectives. This has resulted in gaps between COSA's procedural requirements, and the operational realities faced by WSA and other prime agencies in delivering program services effectively.

A third-party evaluation would examine how compliance mechanisms and performance standards, as established in the contract and scope of services, could be harmonized to better serve program objectives. This systematic assessment would identify opportunities to streamline processes while maintaining necessary oversight, ultimately developing recommendations for operational protocols that support both compliance requirements and performance goals. The evaluation would provide an objective foundation for developing implementation strategies that honor contractual obligations while optimizing service delivery effectiveness across all prime agencies.

Conclusion:

The Ready to Work (RTW) program stands at a critical crossroads. The analysis reveals systemic operational challenges that significantly hinder the program's effectiveness and strain partner resources. These issues, ranging from intake to job placement, result in suboptimal performance across key metrics.

Central to these challenges are operational inefficiencies, including overburdened case managers and cumbersome invoice processing. The current process and financial models fail to adequately capture program complexities, while stringent compliance requirements and frequent system updates further impede partner organizations.

To address these issues, we propose a three-pronged approach:

- 1) Ease compliance requirements to reduce administrative burden.
- 2) Streamline processes and communication to enhance operational efficiency.
- 3) Review the reimbursement model to better align with program realities.

Implementing these recommendations will require a collaborative effort and open dialogue with COSA. By doing so, we can create a more agile, responsive, and effective program.

As we move forward, continuous evaluation, inter-agency collaboration, and adaptability will be crucial. Through these targeted improvements, the RTW program can better fulfill its mission, serving



as a robust catalyst for workforce development in Greater San Antonio and potentially offering a model for similar initiatives nationwide.



MEMORANDUM

To: Oversight Committee
From: Adrian Lopez, Chief Executive Officer
Presented by: Rebecca Espino Balencia, Director of Ready to Work
Date: February 21, 2025
Subject: **Ready to Work Monitoring**

SUMMARY: The item does not require Board action. The Technical Assistance Review was conducted by the City of San Antonio’s Workforce Development Office. The TAR included the following: intake, case management, placement, and performance outcome.

Annual Technical Assistance Review

The City of San Antonio, Workforce Development, Ready to Work team began this review in July of 2024 and completed January of 2025.

Program Year 2024:

Ready to Work (RtW) –All subagencies are 100% complete. The process helps ensure we meet City standards. All subagencies, AVANCE, C2 Global Professional Services, Chrysalis, Family Service Association, San Antonio Food Bank, TAMUSA, and YWCA.

Area of Review: Intake, Case Management, Placement, and Program Performance.
WSA is allowed to respond to any items listed as a result of the review, if any.

Review Checklist:

- WSA was able to respond to each item.

Review Response: WSA responded to all checklist items.

STAFF RECOMMENDATIONS:

- No Performance Improvement Plan was implemented by COSA. They were satisfied with all responses.
- Staff focuses on the most critical items, such as repeated concern; all subagencies review and assign 311 referrals within 48 hours as listed in the scope of services.
- Continuous improvement actions are underway for the item. We are monitoring all referrals twice per day to ensure referrals are being assigned and contacted as required. WSA meets with all Subagencies on Mondays. The agenda includes tips and reminders on items covered and collected on the TAR checklist.

FINANCIAL IMPACT: No financial impact and no disallowed costs were reported.

STRATEGIC OBJECTIVE: To ensure our subagencies effectively manage, support, and maintain client information and performance outcomes, thus meeting the needs of our community and employer talent pipelines.

MEMORANDUM

To: Oversight Committee

From: Adrian Lopez, CEO

Presented by: Victoria Rodriguez, Director of Workforce Services

Date: February 21, 2025

Subject: **Incumbent Worker Funding**

Summary: This memorandum provides detailed information regarding funding options for incumbent worker training programs. With the increasing demand from partners and employers, the Workforce Solutions Administration (WSA) is exploring viable strategies to meet this demand. This document discusses funding options, eligibility requirements, relevant policies, and next steps to support incumbent worker programs.

Analysis: Incumbent worker training is a strategic approach to upskilling current employees while creating opportunities for new hires. This type of training enables employers to address workforce needs more efficiently and enhances employee competencies through investment in skill development.

Traditionally, these programs are funded through Workforce Innovation and Opportunity Act (WIOA) resources. However, the Texas Workforce Commission (TWC) offers additional funding opportunities, such as:

- **Skills for Small Business:** Provides training for employees of small businesses.
- **Skills Development Fund:** Focused on collaborations between employers and training institutions to deliver customized training.
- **Self-Sufficiency Fund:** Designed to support training that leads to better wages and self-sufficient employment for workers.
- **High Demand Job Training Program:** Targets skills training for high-demand occupations.

Eligibility Requirements:

- **For Employers:**
 - Must have a TWC Tax Account Number with an active and liable status.
 - Must maintain an employer account in WorkInTexas.com.
- **For Workers:**
 - Must be currently employed and have been with the employer for at least six months.

- WIOA eligibility is not a requirement for participation; however, if participants are enrolled in WIOA, they must meet performance indicators tied to WIOA funding.

The Board must carefully evaluate employers, and participants need to determine whether WIOA funds can be allocated or if alternative funding options are more suitable. Each funding source has unique requirements and objectives that may align differently with the region's incumbent worker training needs.

Policy Updates:

Board Policy MR 672 C1 currently addresses incumbent worker training but requires updates to align with the latest guidance provided by TWC. Updating the policy will ensure it reflects current best practices and meets the needs of the region. The projected date of this policy change is February 13, 2025. Attached to this memo is the Board's current policy.

Alternatives: If WIOA funds are not used, WSA could pursue TWC business grant opportunities in collaboration with partners. While this approach may provide additional resources, it could extend the timeline required to address training needs due to the application and approval process.

Fiscal Impact: WSA will need to evaluate regional workforce demands and the current FY25 budget to determine the appropriate allocation of WIOA funds for incumbent worker training. This fiscal analysis will help identify the level of investment necessary to support these programs effectively.

Recommendation:

- WSA should review and revise the current incumbent worker training policy to establish a clear process for program implementation.
- The revised policy must be reviewed and approved by the appropriate committees and the Board of Directors.
- Concurrently, WSA staff should begin planning for incumbent worker training under the existing policy framework to avoid delays.

Next Steps:

1. Internally evaluate available resources within the current fiscal year to support incumbent worker training using WIOA funds.
2. Update Policy MR 672 C1 to incorporate TWC's latest guidance and regional priorities.
3. Engage with partners and employers to assess their training needs and determine the best funding approach.
4. Present policy revisions and program plans for review and approval by the committees and Board of Directors.
5. By addressing these steps, WSA aims to create a sustainable framework for incumbent worker training that meets employer demands and enhances workforce development in the region.

**MEMORANDUM OF RECORD****ID NO: MR 672 C1****DATE ISSUED: June 16, 2023****TO: Workforce Solutions Alamo Contractors****FROM: Katherine Pipoly, Chief Operating Officer**

DocuSigned by:

Katherine Pipoly

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SUBJECT: Incumbent Worker Training-Update**PURPOSE:**

The Texas Workforce Commission released Workforce Development (WD) Letter 06-19 Ch1 Incumbent Worker Training—Update. The WD letter provides updated information on providing and tracking incumbent worker training using Workforce Innovation and Opportunity Act (WIOA) Adult and Dislocated Worker funds.

REQUIRED ACTIONS:

Workforce Solutions Alamo (WSA) adopts this WD Letter 06-19 Ch1 as local policy. Workforce center contractors must ensure that staff are aware of and comply with guidance outlined in this WD letter. See Attachment 1-Incumbent Worker Training Tracking Tool, Attachment 2-Notification Form for Incumbent Worker Training, and Attachment 3-Track Changes. Workforce center contractors must complete Attachment 1 to document incumbent worker training for individual incumbent workers and cohorts, the cost of training, and the training outcomes. In addition, prior to beginning the Incumbent Worker Training, workforce center contractors must complete the Notification Form for Incumbent Worker Training and submit the completed form to the assigned WSA Grant Manager following the instructions on the form.

RECISSIONS:

MR 672

EFFECTIVE DATE:

June 6, 2023

INQUIRIES:Please direct all inquiries pertaining to this policy to policyinquiry@wsalamo.org**ATTACHMENT:**

WD 06-19 Ch1 Incumbent Worker Training-Update
 Attachment 1-Incumbent Worker Training Tracking Tool
 Attachment 2-Notification Form for Incumbent Worker Training
 Attachment 3-Track Changes

TEXAS WORKFORCE COMMISSION
Workforce Development Letter

ID/No:	WD 06-19, Change 1
Date:	June 6, 2023
Keyword:	WIOA
Effective:	Immediately

To: Local Workforce Development Board Executive Directors
Commission Executive Offices
Integrated Service Area Managers



From: Courtney Arbour, Director, Workforce Development Division

Subject: **Incumbent Worker Training—Update**

PURPOSE:

The purpose of this updated WD Letter is to provide Local Workforce Development Boards (Boards) with guidance on providing and tracking incumbent worker training using Workforce Innovation and Opportunity Act (WIOA) Adult and Dislocated Worker funds.

This change letter removes guidance on inclusion of incumbent worker training information in Board plans. Requirements relating to incumbent worker training and local Board plans will be included in future guidance specific to Board plan requirements.

BACKGROUND:

Federal requirements for incumbent worker training are set forth in WIOA §134(d)(4) and 20 Code of Federal Regulations (CFR) §§680.780–680.820. Incumbent worker training serves to increase the competitiveness of the employee or employer and is designed to meet the specific requirements of an employer or group of employers to retain a skilled workforce or avert the need to lay off employees by assisting the workers in obtaining the skills necessary to retain employment.

PROCEDURES:

No Local Flexibility (NLF): This rating indicates that Boards must comply with the federal and state laws, rules, policies, and required procedures set forth in this WD Letter and have no local flexibility in determining whether and/or how to comply. All information with an NLF rating is indicated by “must.”

Local Flexibility (LF): This rating indicates that Boards have local flexibility in determining whether and/or how to implement guidance or recommended practices set

forth in this WD Letter. All information with an LF rating is indicated by “may” or “recommend.”

Employer Eligibility

NLF: Boards must be aware that eligibility for incumbent worker training is determined at the employer level by the Board, which determines whether the employer or group of employers is eligible to receive incumbent worker training services.

NLF: Boards must be aware that to be eligible for incumbent worker training services, the employer must have a Texas Workforce Commission (TWC) Tax Account Number with a status of active and liable and must have an employer account in WorkInTexas.com with the same TWC Tax Account Number.

NLF: Boards must consider the following when determining employer eligibility to receive WIOA funds for incumbent worker training:

- The characteristics of the individuals in the program
- The ability of the training to increase the competitiveness of an employee and an employer
- Other factors that the Board determines appropriate, including:
 - the number of employees trained;
 - wages and benefits, including post-training wage increases; and
 - the existence of other training and advancement opportunities provided by the employer.

NLF: Boards must ensure that employers make a commitment to retain or avert the layoffs of incumbent worker trainees.

Non-Federal (Employer-Paid) Share of Cost

NLF: Boards must be aware that employers participating in incumbent worker training must pay the non-Federal share of the cost of providing training to their incumbent workers, as required by WIOA §134(d)(4)(D). The amount of the non-Federal share is determined by the Board, which must take the following factors into consideration:

- The number of employees participating in the training
- The wage and benefit levels of the employees (at the beginning and anticipated wages upon completion of the training)
- The relationship of the training to the competitiveness of the employer and employees
- The availability of other employer-provided training and advancement opportunities

NLF: Boards must be aware that the non-Federal share must not be less than:

- 10 percent of the cost, for employers with 50 or fewer employees;
- 25 percent of the cost, for employers with 51–100 employees; and
- 50 percent of the cost, for employers with more than 100 employees.

NLF: Boards must be aware of the following:

- The non-Federal share provided by an employer may include the amount of the wages paid by the employer to a worker while the worker is attending incumbent worker training.
- The employer may provide the share in cash or in-kind, based on a fair evaluation of the value of the in-kind contribution.
- Boards must evaluate the fairness of the in-kind valuation using the standards in OMB Uniform Guidance, the state's Uniform Grant Management Standards, and TWC's Financial Manual for Grants and Contracts.

Incumbent Worker Eligibility

NLF: Boards must be aware that an individual does not have to meet the eligibility requirements for WIOA career and training services to receive training from his or her employer through incumbent worker training. If an incumbent worker meets eligibility requirements for WIOA career and training services, that worker may be enrolled as a WIOA participant to receive other services from the WIOA adult program, in which case, the individual's participation would be reported under the appropriate WIOA indicators of performance. However, enrollment in the WIOA adult program is not required for participation in incumbent worker training.

NLF: Under 20 CFR §680.780, Boards must establish policies and definitions to determine which workers, or groups of workers, are eligible for incumbent worker training services. To qualify as an incumbent worker, the incumbent worker must:

- be employed;
- meet the Fair Labor Standards Act requirements for an employer-employee relationship; and
- have an established employment history with the employer for six months or more; however, exceptions apply when training is provided to two or more employees in the same cohort. (See next paragraph.)

NLF: Boards must be aware that:

- if the incumbent worker training is being provided to a cohort of employees, at least 50 percent of the employees being trained must have an established employment history with the employer for six months or more; and
- using WIOA funds to provide incumbent worker training to cohorts who do not meet the federally established employment history threshold may result in a disallowed cost to the Board.

LF: Boards may set a cohort employment history threshold at higher than 50 percent to ensure that the federal standard is met, which must be documented in the agreement with the employer.

Allocation

NLF: Boards must not use more than 20 percent of their total WIOA adult and dislocated worker formula allocation to provide incumbent worker training.

NLF: Boards must:

- ensure that the incumbent worker training cost per participant is reasonable and necessary to complete the course of study; and
- identify and document the methodology and factors used in making that determination.

Data Tracking

NLF: Boards must use the Incumbent Worker Training Tracking Tool (Attachment 1) to document incumbent worker training for individual incumbent workers and cohorts, the cost of training, and training outcomes.

NLF: Boards planning to provide incumbent worker training services must coordinate such activities with their assigned Board grant manager, as follows:

- Prior to beginning the incumbent worker training, Boards must complete the Notification Form for Incumbent Worker Training (Attachment 2) and submit the completed form to their assigned grant manager following the instructions on the form.
- The assigned grant manager must assign a unique Cohort ID Number to each incumbent worker training, whether the training is provided to one employee or to a cohort of employees.
- The assigned grant manager will send the Incumbent Worker Training Tracking Tool to the Board with the assigned Cohort ID Number. (One tracking tool with one unique Cohort ID Number will be assigned to each incumbent worker training session.)
- The Cohort ID Number assigned to the tracking tool is a 10-digit number consisting of three parts, as follows:
 - Two-digit Board number
 - Two-digit calendar year in which training begins
 - Unique training session ID beginning with “IWT” and followed by a three-digit number assigned to each unique incumbent worker training
- Each unique training session increases the Cohort ID Number consecutively based on the number of incumbent worker training sessions that the Board funds.
 - Cohort ID Numbers will continue to increase consecutively within a calendar year, because the numbers are based solely on the number of training sessions that the Board funds and are not tied to the number or variety of employers or training providers facilitating incumbent worker training.
 - Unique training session IDs, the third part of the Cohort ID Number, will reset to begin with “IWT001” at the beginning of each new calendar year.
 - For example, a Cohort ID Number of 14-19-IWT001 indicates that the Capital Area Workforce Development Board is funding the training, the training begins in 2019, and this is the first cohort of incumbent worker training being funded in 2019. Similarly, a Cohort ID Number of 14-19-IWT002 indicates that it is the second cohort of incumbent worker training being funded by the Capital Area Workforce Development Board in 2019.

NLF: Boards must encourage the collection of Social Security numbers as part of the training agreement so that incumbent worker wage records can be used to verify employment or training outcomes.

NLF: Following established contract submission deadlines, Boards must submit an updated Incumbent Worker Training Tracking Tool to their assigned grant manager at the end of each quarter and must continue submitting it each quarter thereafter until the final credential outcome has been attained and documented in the tool. The completed tracking tool must be submitted within 20 days of the end of each reporting quarter.

NLF: Boards must ensure that Workforce Solutions Office staff enters the incumbent worker training service in WorkInTexas.com for the employer.

Protection of Personally Identifiable Information

NLF: Boards must ensure that the agreement with the employer and the training provider for incumbent worker training includes provisions to ensure the security of personally identifiable information and other sensitive information that is required for successful tracking of training services and outcomes. All Boards and workforce partners must maintain such information in accordance with TWC's standards and security.

INQUIRIES:

Send inquiries regarding this WD Letter to wfpolicy.clarifications@twc.texas.gov.

ATTACHMENTS:

Attachment 1: Incumbent Worker Training Tracking Tool

Attachment 2: Notification Form for Incumbent Worker Training

Attachment 3: Revisions to WD Letter 06-19 Shown in Track Changes

REFERENCES:

WIOA §134—Use of Funds for Employment and Training Activities

WIOA Regulations at 20 CFR §§680.780–680.820

US Department of Labor Employment and Training Administration, Training and Employment Guidance Letter No. 19-16, issued March 1, 2017, and titled “Guidance on Services provided through the Adult and Dislocated Worker Programs under the Workforce Innovation and Opportunity Act (WIOA) and the Wagner-Peyser Act Employment Service (ES), as amended by title III of WIOA, and for Implementation of the WIOA Final Rules”

WD Letter 02-18, issued March 23, 2018, and titled “Handling and Protection of Personally Identifiable Information and Other Sensitive Information”



MEMORANDUM

To: Oversight Committee

From: Adrian Lopez, CEO

Presented By: Teresa Chavez, COO

Date: February 21, 2025

Subject: **End of Year Performance Report and Next Steps**

Summary: On December 18, 2024, the end of year MPR was released. TWC provided some explanation with the report describing challenges experienced and guidance on what to expect in the future reports. Boards experienced a change in case management system of April 2023, a performance negotiation, performance adjustment, and reporting difficulties due to change in WF CSM.

Performance: There are fifteen siloed measures tracked across all WIOA programs (Adult, Dislocated Worker, and Youth) in the Monthly Performance Report (MPR) by TWC. These measures include Claimant Re-Employment within 10 Weeks, Employers Receiving Workforce Assistance from Boards or Self-Services, Choices Full Engagement Rate, and the Average Number of Children Served per Day Combined. Each measure has a specific definition outlined in the presentation.

Performance targets vary by measure, with some requiring 90% of the target performance to be met and others 95%. WIOA measures have start periods that run either from July to June or January to December, with the End of Year Report concluding in August. Meanwhile, Claimant Re-Employment within 10 Weeks, Employers Receiving Workforce Assistance, Choices Full Engagement Rate, and the Average Number of Children Served per Day Combined follow a rolling start period from the previous month to the current year, with their End of Year Report concluding in September.

For the 2024 board contract year, WSA did not meet four siloed performance measures and one statewide measure, Employed Quarter 4 Post Exit (Adult), Credential Rate (Adult), Employed Quarter 4 Post Exit (DW), Credential Rate (DW), and Credential Rate for statewide participants.

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Boards who have not met measures on the end of year report, are awaiting TWC's decision to move forward with sanctions given this year's unique challenges.

Change in Case Management System: In April 2023, TWC transitioned from the TWIST system to Work in Texas, transferring programs individually and freezing TWIST usage for four days. This approach led to confusion regarding which cases were successfully transferred. Additionally, for programs requiring time-sensitive outreach, the transition disrupted daily operations. As a result, cases were lost, data entry backlogs emerged, some case documents were deleted, and employee user access was restricted, limiting the ability to make necessary corrections.

Performance Negotiations, Adjustment, and Reporting Issues: WIOA Section 116 requires states to negotiate performance targets with local boards using a statistical model that accounts for each board's unique caseload and economic conditions. This process was last conducted two years ago for BCY23 and BCY24 (referred to as PY22 and PY23 by the U.S. Department of Labor).

In addition to the initial negotiations, WIOA mandates an end-of-year adjustment to these targets. The initial targets are based on assumptions about caseload composition and economic conditions. In the first year, these assumptions are generally accurate for most measures—except for Measurable Skill Gains (MSG)—due to the lag in data, which allows for a clearer picture of who the Exiters are.

To comply with this requirement, TWC applied the statistical model to the actual caseload and economic conditions for the year in question. However, this year presented unique challenges due to the transition to the new WF CMS, the complete rebuild of the reporting system, and the corresponding delays in report availability. TWC recognized the need for end-of-year adjustments due to extraordinary circumstances.

As a result, while TWC adjusted targets upward where the statistical models indicated an increase was necessary, a 5% cap on the amount targets could increase from the originally negotiated values.

Lastly, TWC guidance and training to Boards is limited as the Chief Analytics Officer, who built the new case management system, has resigned from TWC. Now, the Boards are communicating with TWC on service and reporting issues.

Below is the end of year performance adjusted to display the target changes by measure.



Performance Target Changes

	Absolute Chg	
	EOY23-Sep 23	Dec23- EOY
Employed Q2 Post Exit – Adult (DOL)	1.80%	-0.90%
Employed Q4 Post Exit – Adult (DOL)	-4.30%	1.70%
Median Earnings Q2 Post Exit – Adult (DOL)	\$700.00	-\$1,160.00
Credential Rate – Adult (DOL)	9.20%	-\$0.09
Measurable Skills Gains - Adult (DOL)	-0.60%	-\$0.03
Employed Q2 Post Exit – DW (DOL)	-5.10%	4.80%
Employed Q4 Post Exit – DW (DOL)	0.00%	1.50%
Median Earnings Q2 Post Exit – DW (DOL)	-\$700.00	-\$325.00
Credential Rate – DW (DOL)	9.40%	\$0.00
Measurable Skills Gains - DW (DOL)	-2.00%	\$0.02
Employed/Enrolled Q2 Post Exit – Youth (DOL)	8.30%	-6.10%
Employed/Enrolled Q4 Post Exit – Youth (DOL)	6.40%	-8.20%
Median Earnings Q2 Post Exit – Youth (DOL)	\$200.00	\$200.00
Credential Rate – Youth (DOL)	9.00%	-\$0.26
Measurable Skills Gains - Youth (DOL)	-0.50%	-\$0.18
Employed/Enrolled Q2 Post Exit – C&T Participants	0.00%	0.00%
Employed/Enrolled Q2-Q4 Post Exit – C&T Participants	0.00%	0.00%
Credential Rate – C&T Participants	0.00%	0.00%
Claimant Reemployment within 10 Weeks	34.00%	-33.89%
Employers Receiving Texas Talent Assistance	na	2,303

The absolute change in targets is above. The four measures Alamo did not meet varied in change as little as less than 1% up to 4%.

	TWC-Contracted Performance	EOY
a	Employed Q2 Post Exit – Adult (DOL)	MP
d	Employed Q4 Post Exit – Adult (DOL)	-P
u	Median Earnings Q2 Post Exit – Adult (DOL)	MP
l	Credential Rate – Adult (DOL)	-P
t	Measurable Skills Gains - Adult (DOL)	+P
d w	Employed Q2 Post Exit – DW (DOL)	MP
i r	Employed Q4 Post Exit – DW (DOL)	-P
s k	Median Earnings Q2 Post Exit – DW (DOL)	MP
l r	Credential Rate – DW (DOL)	-P
	Measurable Skills Gains - DW (DOL)	MP
y	Employed/Enrolled Q2 Post Exit – Youth (DOL)	MP
o	Employed/Enrolled Q4 Post Exit – Youth (DOL)	MP
u	Median Earnings Q2 Post Exit – Youth (DOL)	MP
t	Credential Rate – Youth (DOL)	+P
h	Measurable Skills Gains - Youth (DOL)	+P
c	Employed/Enrolled Q2 Post Exit – C&T Participants	MP
&	Employed/Enrolled Q2-Q4 Post Exit – C&T Participants	MP
t	Credential Rate – C&T Participants	-P

The table above shows the measures we did not meet at the end of year report.



TWC-Contracted Performance	EOY
Employed Q2 Post Exit – Adult (DOL)	48
Employed Q4 Post Exit – Adult (DOL)	-6
Median Earnings Q2 Post Exit – Adult (DOL)	\$55.69
Credential Rate – Adult (DOL)	-9
Measurable Skills Gains - Adult (DOL)	17
Employed Q2 Post Exit – DW (DOL)	26
Employed Q4 Post Exit – DW (DOL)	-2
Median Earnings Q2 Post Exit – DW (DOL)	\$1,449.37
Credential Rate – DW (DOL)	-4
Measurable Skills Gains - DW (DOL)	7
Employed/Enrolled Q2 Post Exit – Youth (DOL)	9
Employed/Enrolled Q4 Post Exit – Youth (DOL)	7
Median Earnings Q2 Post Exit – Youth (DOL)	\$753.99
Credential Rate – Youth (DOL)	21
Measurable Skills Gains - Youth (DOL)	56
Employed/Enrolled Q2 Post Exit – C&T Participants	614
Employed/Enrolled Q2-Q4 Post Exit – C&T Participants	653
Credential Rate – C&T Participants	-17

The final snapshot displays the number of clients the board missed the measure by.

During the transition between case management systems, the board implemented preventative measures to enhance performance in preparation for target negotiations. These efforts included providing technical assistance training to contract staff, coordinating TWC walkthroughs of the new system, conducting Train-the-Trainer activities, and holding regular staff meetings to troubleshoot system issues. Additionally, the board-maintained transparency with contract staff by documenting obstacles and offering technical assistance whenever possible.

In conclusion, boards across the state have recognized discrepancies in the data provided in the MPR. Shared concerns amongst the boards have been voiced with the TWC department responsible for reporting. While TWC evaluates their next steps, Alamo has attended monthly meetings with TWC. We have been informed that our board's next steps have not been determined yet.

Fiscal Impact: If TWC decides to impose disciplinary action on the Board, it could have significant consequences on the Board’s ability to secure future grant funding. Such actions may result in



reduced eligibility for certain funding opportunities, restrictions on grant allocations, or increased oversight in financial and programmatic operations.

Recommendation: Board staff will work closely with contractors to assess current performance levels and identify key areas for improvement. This collaboration will involve analyzing data, reviewing service delivery methods, and implementing strategic adjustments to enhance overall effectiveness. By evaluating necessary steps forward, the Board and contractors will develop targeted action plans aimed at not only meeting but exceeding performance expectations. Additionally, ongoing communication, training, and support will be provided to ensure continuous improvement and sustained success in service delivery.

Next Steps:

- Meet with contract staff to review factors that negatively impacted performance.
- Conduct data validation at both the Board and contractor levels.
- Communicate findings with TWC.
- Continue providing technical assistance training to contractors.



MEMORANDUM

To: Oversight Committee
From: Maria Martinez, Interim Director of Human Resources
Presented By: Adrian Lopez, CEO
Date: February 21, 2025
Subject: **Employee Handbook Update**

Summary: This memorandum provides an update and seeks approval for changes to the 2021 Employee Handbook in accordance with our current human resources policies and guidelines. The Employee Handbook is a key document that clarifies employee rights, responsibilities, and organizational policies. It is important to periodically update this document to reflect changes in laws, regulations, and internal policies.

This item requires Board approval as the Employee Handbook directly impacts all employees and must be consistent with organizational goals and legal standards. The Board's review ensures that the revisions meet our compliance obligations and strategic direction. The handbook undergoes periodic reviews for updates at least every five years or as required when significant changes in HR laws or company operations occur.

Analysis: The updates to the Employee Handbook include key revisions, as listed on the revision matrix. All revisions consistently align with the organization's goals and enhance employee experience. These changes aim to ensure compliance with current HR laws, improve policy clarity, and address employee feedback to foster a supportive work environment.

Alternatives: N/A

Fiscal Impact: The changes to the Employee Handbook may involve costs related to the final legal review; the current budget covers these costs and does not require additional funding.

Recommendation: Staff recommends that the Board approve the proposed changes to the 2021 Employee Handbook. These changes reflect necessary updates and align with current HR laws and internal policies. Approval will ensure that our organization remains compliant and responsive to employee needs.

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Next Steps: Human Resources will update and distribute the Employee Handbook to all employees. In addition, HR will conduct training sessions for staff to ensure an understanding of the updated policies and procedures.

Attachment: 2025 Employee Handbook

DRAFT



EMPLOYEE HANDBOOK 2025



DRAFT

WELCOME NEW EMPLOYEES!

On behalf of your colleagues, I welcome you to Workforce Solutions Alamo (“WSA” or the “Agency”) and wish you every success here.

We believe that each employee contributes directly to WSA’s growth and success, and we hope you will take pride in being a member of our team.

This Employee Handbook was developed to outline current policies, programs, and benefits available to eligible employees. This Handbook applies to both new and current employees. Employees should familiarize themselves with the contents of the Handbook as soon as possible, for it will answer many questions about employment with WSA.

We hope that your experience here will be challenging, enjoyable, and rewarding. Again, welcome!

(electronic signature)

Adrian Lopez
CEO

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INTRODUCTION STATEMENT

This Handbook is designed to acquaint employees with Workforce Solutions Alamo (“WSA” or “Agency”) and its employment policies. Employees are required to read, understand, and follow all Handbook provisions. WSA complies with all federal and state employment laws, and this Handbook reflects compliance with those laws.

This Handbook supersedes previous handbooks or policy statements dealing with the subjects discussed herein. This Handbook is not and in no way creates an employment contract for any duration of time. Except for the at-will employment policies, all policies are subject to change at WSA’s sole discretion with or without notice. Employees will be notified of such changes to the Handbook as they occur. After publication of changes, the employee’s continued employment will signify the employee’s acceptance of the policy change(s). Please understand that no Employee Handbook may address every situation in the workplace.

ABOUT US

IDENTITY

WSA serves as the governing board for the regional workforce system, a network of service providers and contractors that brings people and jobs together. WSA represent the taxpayers of the 13-county Alamo region that includes Atascosa, Bandera, Bexar, Comal, Frio, Gillespie, Guadalupe, Karnes, Kendall, Kerr, McMullen, Medina, and Wilson counties. WSA executives, staff, and board members reflect the diverse constituencies of the regional community: business, economic development, labor, community organizations, and government.

MISSION

Strengthen the Alamo regional economy by growing and connecting talent pipeline to employers.

VISION

To lead the most integrated community workforce network in the nation.

CORE VALUES

WSA embraces the values of accountability, collaboration, excellence, innovation, and integrity.

SECTION I - GENERAL PROVISIONS

1.1 EMPLOYMENT AT-WILL

All employees, except for the CEO, are employed on an at-will basis. This means that the employee or WSA may terminate the employee's employment relationship at any time, with or without notice, subject to the employee's notice requirement for resignation, with or without cause, for no reason or any reason.

Nothing contained in this Handbook, or any other document provided to the employee, is intended to be, nor should it be, construed as a contract that employment or any benefit will be continued for any period of time. In addition, no Agency representative is authorized to modify this policy for any employee or to enter into any agreement, oral or written, that changes the at-will relationship, except a written individual employment agreement signed by the President of the WSA.

1.2 EQUAL EMPLOYMENT OPPORTUNITY

WSA is an equal opportunity employer and complies with all applicable federal, state, and local fair employment practices laws. The Agency strictly prohibits and does not tolerate discrimination against employees, applicants, or any other covered persons because of race, color, religion, creed, national origin or ancestry, ethnicity, sex (including pregnancy and sexual orientation), gender (including gender nonconformity, gender identity, and status as a transgender individual), age, physical or mental disability, citizenship, past, current, or prospective service in the uniformed services, genetic information, political affiliation or belief, protected hairstyle (including hair texture and natural hair types historically associated with race including but not limited to braids, locks, and twists), prior civil rights activity, or any other characteristic protected under applicable federal, state, or local law.

All WSA employees, contractors, and representatives are prohibited from engaging in unlawful discrimination. This policy applies to all terms and conditions of employment, including, but not limited to, recruitment, hiring, training, promotion, transfer, discipline, compensation, benefits, and termination of employment.

1.2.1 Americans with Disabilities Act: WSA complies with the Americans with Disabilities Act ("ADA"), the Texas Commission on Human Rights Act, and all applicable state and local laws. Consistent with those requirements, the Agency will reasonably accommodate qualified individuals with a disability if such accommodation would allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship. If an employee believes an accommodation is needed, refer any such request to Human Resources. To request a Reasonable Accommodation, see Reasonable Accommodations for Individuals with Disabilities, Section 1.4.1.

1.2.2 Immigration Law Compliance: WSA is committed to employing only individuals who are legally authorized to work in the United States and does not unlawfully discriminate based on citizenship status or national origin.

1.2.3 Complaint Procedure: Any employee subjected to conduct that the employee believes violates this policy must promptly speak to, write, or otherwise contact a direct supervisor, Human Resources, or any member of management, including any supervisor, manager, director, or executive as soon as possible after the offending conduct. Any member of management who observes discriminatory conduct must report the conduct to Human Resources or the CEO. If a satisfactory response is not received within five days after reporting any incident perceived as discriminatory conduct, immediately contact the CEO. Anonymous reporting also is available. See Complaint Procedure, Section 1.3.3.

1.2.4 No Retaliation: No one will be subject to and WSA prohibits any form of discipline, reprisal, intimidation, or retaliation for good faith reports or complaints of incidents of discrimination of any kind, pursuing any discrimination claim, or cooperating in related investigations.

1.2.5 Violations of this Policy: Any employee, regardless of position or title, whom WSA determines has subjected an individual to discrimination or retaliation in violation of this policy will be subject to discipline, up to and including termination of employment.

1.2.6 Questions: Questions regarding this policy or questions about discrimination, accommodations, or retaliation in employment that are not addressed in this policy should be addressed to Human Resources. (Questions regarding discrimination and accommodations related to WSA partners and service providers should be addressed to the EO Officer.)

1.3 HARASSMENT AND SEXUAL HARASSMENT

WSA strictly prohibits and does not tolerate unlawful harassment against employees or any other covered persons because of race, color, religion, creed, national origin or ancestry, ethnicity, sex (including pregnancy and sexual orientation), gender (including gender nonconformity, gender identity, and status as a transgender individual), age, physical or mental disability, citizenship, past, current, or prospective service in the uniformed services, genetic information, protected hairstyle (including hair texture and natural hair types historically associated with race including but not limited to braids, locks, and twists), prior civil rights activity, or any other characteristic protected under applicable federal, state, or local law. Harassment is prohibited both at the workplace and at Agency-sponsored events.

1.3.1 Sexual Harassment: All WSA employees, contractors, representatives, and third parties (including but not limited to vendors, partners, and visitors) are prohibited from harassing employees and other covered persons based on that individual's sex or gender (including pregnancy, sexual orientation, and gender identity) and regardless of the harasser's sex or gender.

Sexual harassment means any harassment based on someone's sex or gender. It includes harassment that is not sexual in nature (for example, offensive remarks about an individual's sex or gender), as well as any unwelcome sexual advances or requests for sexual favors or any other conduct of a sexual nature, when any of the following is true:

- Submission to such conduct is either an expressed or implied term or condition of employment.
- Submission to or rejection of such conduct is used as the basis for an employment decision affecting the harassed person.
- The conduct has the purpose or effect of unreasonably interfering with an affected person's work performance or creating an intimidating, hostile, or offensive work environment.

1.3.2 Other Types of Harassment: WSA will not tolerate any form of harassment or sexual harassment, regardless of whether it is verbal (for example, epithets, derogatory statements, slurs, sexually related comments or jokes, unwelcome sexual advances, or requests for sexual favors); physical (for example, assault or inappropriate physical contact); visual (for example, displaying sexually suggestive posters, cartoons, or drawings, sending inappropriate adult-themed gifts, leering, or making sexual gestures); or online (for example, derogatory statements or sexually suggestive postings in any social media platform including but not limited to Facebook, Twitter, Instagram, Snapchat).

In all types of harassment and sexual harassment, the above lists are illustrative only, and not exhaustive. No form of harassment or sexual harassment will be tolerated.

1.3.3 Complaint Procedure: Any employee subjected to conduct that the employee believes violates this policy or employees who witness any such conduct must speak to, write, or otherwise contact their direct supervisor, Human Resources, or any member of management as soon as possible after the offending conduct. WSA also provides an anonymous reporting service to report concerns. The complaint should be as detailed as possible, including the names of all individuals involved and any witnesses. A prompt investigation will be conducted. Following the investigation, the Agency will take prompt corrective action, if appropriate. Anonymous reporting is available to employees via multiple communication channels:

- Website: www.lighthouse-services.com/wsalamo
- Anonymous Reporting App
 - Download Lighthouse Services, Inc.'s free "Anonymous Reporting" App
 - Keyword: wsalamo
- Toll-Free Telephone:
 - English-speaking: 833-480-0010
 - Spanish-speaking: 800-216-1288
 - Contact Lighthouse Services if another toll-free number is needed for callers speaking languages other than English or Spanish
- E-mail: reports@lighthouse-services.com (must include company name with report)
- Fax: 215-689-3885 (must include company name with report)

If a satisfactory response is not received within five days after reporting any incident perceived as discriminatory conduct, please immediately contact the CEO.

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Additionally, any manager or supervisor who observes harassment or sexual harassment must report the conduct to Human Resources or the CEO so that an investigation may be conducted, and corrective action taken, if appropriate.

1.3.4 No Retaliation: No one will be subject to and WSA prohibits any form of discipline, reprisal, intimidation, or retaliation for good faith reporting of incidents of harassment of any kind, pursuing any harassment claim, or cooperating in related investigations.

1.3.5 Violations of This Policy: Any employee, regardless of position or title, whom WSA determines has subjected an individual to harassment or retaliation in violation of this policy, will be subject to discipline, up to and including termination of employment.

1.3.6 Questions: Employees with questions regarding this policy or questions about harassment that are not addressed in this policy should contact Human Resources.

1.4 REASONABLE ACCOMMODATIONS

WSA is committed to providing equal employment opportunities to qualified individuals with disabilities, and to provide accommodations in accordance with the Americans with Disabilities Act (“ADA”), the Pregnant Workers Fairness Act (“PWFA”), the Texas Commission on Human Rights Act (“TCHRA”), and all applicable federal, state, and local fair employment practices laws. WSA is committed to ensuring equal employment opportunities for qualified individuals with disabilities and will not discriminate with regard to application procedures, hiring, advanced, discharge, compensation, training, or other terms, conditions, or privileges of employment.

1.4.1 Reasonable Accommodations for Individuals with Disabilities: The Agency will provide reasonable accommodations to qualified individuals as long as the accommodation does not pose an undue hardship on WSA or pose a direct threat to the individual or to others in the workplace.

- Employees must comply with safety standards. Any employee who would pose a direct threat to themselves or others in the workplace will be placed on appropriate leave until an Agency decision is made regarding the immediate employment situation.
- If applicants pose a direct threat to the health, safety, and well-being of themselves or others in the workplace even with a reasonable accommodation, then the request for an accommodation will be denied if it cannot eliminate the threat and, if pertaining to an applicant, the applicant will not be hired.
- The use of illegal drugs is not a reasonable accommodation under this policy.

1.4.2 Requesting a Reasonable Accommodation: Employees who believe an accommodation is needed because of a disability or pregnancy must contact Human Resources. Upon receipt of an accommodation request, Human Resources will meet with the employee to discuss and identify the precise limitations resulting from the disability and the potential reasonable accommodations that could overcome those limitations.

1.4.3 Determination: The Agency makes determinations on reasonable accommodation on a case-by-case basis considering various factors permitted by law and based on an individualized assessment in each situation. The Agency is not required to provide the specific accommodation requested and may provide an alternative, effective accommodation, to the extent any reasonable accommodation may be made without imposing an undue hardship on the Agency. The Agency strives to make determinations on reasonable accommodation requests expeditiously and will inform the individual once a determination has been made. Any questions about a reasonable accommodation should be directed to Human Resources.

1.4.4 Medical Information: If a disability or need for accommodation is not obvious, WSA may ask for supporting documents showing the employee has a disability within the meaning of the ADA and other applicable federal, state or local laws, and that the disability necessitates a reasonable accommodation.

- If the information provided in response to this request is insufficient, the Agency may require that the employee see a healthcare professional of the Agency's choosing at the Agency's expense. In those cases, failure to provide the requested information or see the designated healthcare professional may result in a denial of the request for accommodation.
- The Agency keeps confidential any medical information obtained in connection with this policy.

1.4.5 Reasonable Accommodation for Pregnant Workers: WSA provides reasonable accommodations for qualified employees with known limitations related to pregnancy, childbirth, or related medical conditions, regardless of whether those conditions rise to the level of a disability, unless the accommodations impose an undue hardship on the employer. All questions should be directed to Human Resources for more information.

1.4.6 Reasonable Accommodation for Religion: WSA will provide a reasonable accommodation of an applicant's or employee's sincerely held religious belief if the accommodation would resolve a conflict between the individual's religious beliefs or practices and a work requirement, unless doing so would create an undue hardship for the Agency.

- Requests for a religious accommodation must be made orally or in writing to Human Resources. Include the following relevant information: a description of the accommodation being requested, the reason for the accommodation, and how the accommodation will help resolve the conflict between the employee's religious beliefs or practices or lack thereof and one or more of the employee's work requirements.
- After receiving your oral or written request, WSA will engage in a dialogue with you to explore potential accommodations that could resolve the conflict between the employee's religious beliefs and one or more of the employee's work requirements. WSA encourages employees to suggest specific reasonable accommodations that may resolve any such conflict. However, WSA is not required to make the specific accommodation requested and may provide an alternative, effective accommodation,

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to the extent any accommodation can be made without imposing an undue hardship on the Agency.

- WSA may ask for additional information about the religious practices or beliefs and the accommodation requested. Failure to provide the requested information may result in the accommodation being denied.
- WSA makes determinations about religious accommodations on a case-by-case basis considering various factors and based on an individualized assessment in each situation. WSA strives to make determinations on religious accommodation requests expeditiously, and will inform the individual once a determination has been made.

1.4.7 No Retaliation: Individuals will not be retaliated against for requesting an accommodation in good faith. WSA expressly prohibits any form of discipline, reprisal, intimidation, or retaliation against any individual for requesting an accommodation in good faith.

1.4.8 Reporting Violations: If employees or applicants feel that they, another employee, or others may have been subjected to conduct that violates this policy, it should be reported immediately to Human Resources.

1.5 OPEN COMMUNICATION

WSA strives to maintain candid and open communication with employees. The following principles apply:

- Employees are encouraged to discuss work-related concerns with a supervisor, manager, or Human Resources.
- From time to time, a member of management may initiate discussions about work-related issues or business matters in individual or group settings.
- Staff members may discuss their concerns without fear of retaliation.

1.6 WHISTLEBLOWER POLICY

A whistleblower is an employee who reports an activity that the employee considers to be illegal or dishonest. The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures; appropriate management officials are charged with these responsibilities. Examples of illegal or dishonest activities are violations of federal, state or local laws; billing for services not performed or for goods not delivered; and other fraudulent financial reporting.

1.6.1 Whistleblower Protections: Whistleblower protections are provided in two important areas—confidentiality and against retaliation. To the extent possible, the confidentiality of the whistleblower will be maintained. However, identity may have to be disclosed to

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conduct a thorough investigation, to comply with the law, and to provide accused individuals their legal rights of defense.

1.6.2 Making a Report: If an employee has knowledge of or a concern of illegal or dishonest fraudulent activity, the employee is to contact the employee's immediate supervisor, Human Resources, or the CEO. In addition, employees may contact the Agency's Fraud, Waste, and Program Abuse Hotline at (800) 252-3642. The employee must exercise sound judgment to avoid baseless allegations. An employee who intentionally files a false report of wrongdoing will be subject to discipline up to and including termination.

1.6.3 No Retaliation: WSA will not retaliate against a whistleblower. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, poor work assignments, and threats of physical harm. Employees who believe they are being retaliated against must contact Human Resources immediately. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.

1.7 WORKFORCE INNOVATION AND OPPORTUNITY ACT GRIEVANCE PROCEDURES

WSA provides a procedure to settle grievances about possible violations of the Workforce Innovation and Opportunity Act ("WIOA").

1.7.1 Prohibited Discrimination: Under WIOA, WSA is prohibited from discriminating against any individual in the United States, on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or, against any beneficiary of, applicant to, or participant in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act, on the basis of the individual's citizenship status or participation in any WIOA Title I-financially assisted program or activity.

The recipient must not discriminate in any of the following areas:

- Deciding who will be admitted, or have access, to any WIOA Title I-financially assisted program or activity;
- providing opportunities in, or treating any person with regard to, such a program or activity; or
- making employment decisions in the administration of, or in connection with, such a program or activity.

1.7.2 Submission: Applicants and employees may file a written grievance within 180 days of the alleged act of discrimination in employment practices and/or wage-related complaints to Human Resources:

- Name, position, date of hire, and date of grievance
- Date the incident occurred
- A brief summary of the incident including the reason why the grievance is being filed, people directly involved in the incident, and witnesses

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- Written or electronic signature

Grievances will be processed in accordance with WIOA rules.

1.8 ETHICS AND CONFLICTS OF INTEREST

Employees are required to use good judgment, adhere to the highest ethical standards in all dealings that involve the Agency, and refrain from activities that conflict or appear to conflict with WSA or its mission. Business decisions and actions must be based on the best interests of the Agency, and must not be motivated by personal considerations or relationships, including with Family Members and Third Parties. This policy is in addition to applicable state and federal laws governing Conflicts of Interest.

1.8.1 Definitions:

- A **Conflict of Interest** exists when an officer, director, or employee may benefit financially from a decision made in that individual's capacity, including direct or indirect benefits to Family Members or closely associated businesses. A potential Conflict of Interest exists when an officer, director, or employee is in a position to influence a decision that may result in a personal gain for the individual or the individual's Family Member as a result of the Agency's business dealings.
- **Family Member(s)** include a spouse; domestic partner; parent; son or daughter; brother or sister; grandparent or grandchild; aunt or uncle; niece or nephew; cousin; guardian or ward; step, half, or in-law relation; a person living in one's household; and any other person with such a close bond as to suggest conflict in the employment relationship (for example, a fiancé or individuals in a dating relationship).
- **Third Party** includes prospective or existing suppliers, vendors, contractors, service providers, distributors, business associates, lenders, financial institutions, competitors, lessors, lessees, or other entities with whom the Agency contracts or does business.

1.8.2 Rules:

- Employees are prohibited from engaging in any activity, practice, or act which conflicts with, or appears to conflict with the interests of WSA or the employee's work-related duties. Such activity is influenced by considerations of one or more of the following: gain or potential gain to the employee, entity, or organization in which the employee; or a Family Member has employment interest, substantial financial interest, or other interest that influences the employee's ability to perform the employee's job duties and responsibilities.
- Employees and their immediate families are prohibited from accepting gifts, except those of nominal value (\$25.00 or less), money, or any other item of value from any person or group doing or seeking to do business with WSA.

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- Employees must not give, offer, or promise, directly or indirectly, anything of value, including services outside the ordinary course of business, to any customer, vendor, relative, potential customer, or any other person or entity.
- WSA's operational strategies and business decisions are confidential unless previously officially disclosed by the Agency to the public. Employees may not divulge confidential information about WSA's operational strategies and business decisions without authorization from the CEO.
- Employees are not to hold any positions with any entity doing business or seeking to do business with WSA without prior written permission from the CEO.
- Under no circumstances should employees conduct any outside business, self-employment, or any activities that may create a conflict of interest with WSA.

1.8.3 Favors and Gifts: Employees should make business decisions in the best interests of WSA. WSA prohibits employees from seeking or accepting any gifts, favors, entertainment, payment, or loans for themselves or their family members from any client, customer, vendor, supplier, or contractor or other party doing business with WSA except for gifts of less than \$40.00 or tickets or admittance to an event if prior approval is obtained from the employee's director. Cash should never be accepted. WSA also prohibits employees from giving any gifts or favors to any party doing business with WSA without prior approval from a director. Cash gifts should never be made.

1.8.4 Reporting: Employees with questions or concerns about the interpretation or applicability of any of these policies must contact Human Resources. Employees must disclose to Human Resources or the employee's direct supervisor any situation that is or appears to be a Conflict of Interest. An employee who fails to disclose an actual or possible Conflict of Interest will be given the opportunity to explain the failure to disclose, and the Agency may conduct an investigation.

Employees with information tending to show a violation of the requirements and intent of this policy are required to report that information to Human Resources. If the perceived violation involves the CEO, the report should be made to the President of the Board or to the General Counsel.

1.8.4 Disciplinary Action: WSA has sole discretion to determine whether a Conflict of Interest exists. An Agency determination of violation of this policy may result in disciplinary action up to and including termination of employment.

1.8.5 No Retaliation: WSA prohibits any form of discipline, reprisal, intimidation, or retaliation for reporting an actual or potential conflict of interest, a violation of this policy, or cooperating in related investigations.

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1.9 PARTNER RELATIONS

Partners are among WSA's most valuable assets. Employees are expected to be courteous, friendly, helpful, and prompt in the attention given to all partners, in person, on the telephone, and in any communication sent to partners.

SECTION II – EMPLOYMENT

2.1 CLASSIFICATION AND CATEGORIES OF EMPLOYEES

Employees of WSA are classified as either exempt or non-exempt according to the provisions of applicable federal and state law.

- 2.1.1 Non-exempt employees** are paid hourly and are entitled to pay for overtime work at a rate of 1.5 times their regular rate of pay for all hours worked over 40 in a workweek as required by applicable federal, state, and local law.
- 2.1.2 Exempt employees** are salaried and are not entitled to overtime pay. Specific rules apply to exempt employee salary deductions. For more information, please see Pay Deductions, Section 3.2.
- 2.1.3 Changes from Non-exempt to Exempt Status:** Reassignment from a non-exempt to an exempt position, or vice versa, is considered on a case-by-case basis as required by law.
- 2.1.4 Other Categories:** WSA employees are also grouped by the following categories:
- **Full-time Employees** have successfully completed an introductory period of employment and are normally scheduled to work 32 hours or more per week, except for approved time off.
 - **Part-time Employees** have successfully completed an introductory period and are normally scheduled to work at least 20 but less than 32 hours per week.
 - **Temporary Employees:** Occasionally an employee will be hired for a short time to complete a project or to work part-time hours. Temporary employees are not eligible for most employee benefits.
- 2.1.5 Introductory Period of Employment:** WSA requires a 90-day introductory period for all new employees and employees who are new to a position to give the Agency and the employee the opportunity to determine whether the work is suitable, and for supervisors to evaluate performance, behavior, and attendance. The introductory period may be extended for any reason at the sole discretion of the Agency. The introductory period does not change the at-will status of all employees.
- 2.1.6 Independent Contractors:** From time to time, WSA may engage an independent third party to provide services for a project and/or for a limited period. These independent third parties are self-employed; are responsible for their own taxes and expenses; are not subject to an employer's direction and control; have the opportunity for profit and loss; and are not WSA employees for any purpose. Consequently, such independent

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contractors are not eligible to receive and do not receive any of WSA's employment benefits.

2.2 JOB APPLICATION AND ASSESSMENT PROCESS

WSA requires that any person interested in being employed by this Agency must first complete an application for employment and all supplemental documents, as required.

- 2.2.1 New Positions:** New positions are created through the following procedure: Directors who require the creation of a new job are to discuss the need for the job and its related duties and responsibilities with the leadership team. Only the CEO may approve new job positions. The CEO may create interim positions, reclassify a position, or demote a position when in the best interest of the Agency.
- 2.2.2 Job Postings:** Human Resources assists with the development of job descriptions and posts appropriate job openings both internally and externally.
- 2.2.3 Vacancy Required:** Applications are accepted only for current positions available. An employment application must be submitted for each vacancy. The application must be complete, and all the questions must be answered. Any skills, education, licenses, etc. required for the position must also be included with the application to ensure that the applicant meets minimum qualifications for the position. Human Resources and the hiring managers will screen applications to ensure that applicants meet the minimum qualifications for the open position. WSA will not consider applications submitted after a vacancy is filled.
- 2.2.4 Legal Eligibility:** All WSA employees must be legally authorized or eligible to work in the United States, and to have a valid Social Security number.
- 2.2.5 Internal Hires:** Any WSA employee may apply for any open position if the employee is not in an introductory period or on performance improvement plan, suspension, or pending disciplinary action.
- 2.2.6 Application and Screening:** All applicants, both internal and external, must complete an application for employment. In its initial screening process, Human Resources will review applications to ensure applicants meet minimum qualifications. Only applicants meeting the minimum requirements of the position will be considered.
- 2.2.7 Background Check:** WSA performs background checks in conformance with applicable law.
- 2.2.8 Interview and Selection:** After the screening process, the interview process will be initiated. Candidates, either internal or external, must be interviewed before being offered a position. Candidates are selected for employment based on WSA's assessment of which candidate best meets the needs of the organization for the position, utilizing such factors as: merit, qualifications, potential for career growth, adaptability,

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ability to learn or perform the essential functions of the job, and/or other factors WSA deems appropriate.

2.2.9 Misrepresentations and Omissions: In making its hiring decisions, WSA relies on the qualifications, work history, experience, achievements, attributes, and other information described and provided (directly or indirectly) to WSA, its recruiters, interviewers, or others during the application and hiring process (e.g., resume, application form, interviews, correspondence, and other materials and information). Therefore, if at any time WSA discovers a misrepresentation, omission, misstatement, or other inaccuracy, intentional or unintentional, in any of the information provided, employees will be subject to immediate termination if WSA, in its sole discretion, determines the misrepresentation, omission, misstatement, or inaccuracy was not negligible.

2.2.10 Interim Appointments: WSA may appoint an interim employee to immediately fill a vacated position when in the best interest of WSA.

- The word Interim will be added to the beginning title of the position.
- The interim position is temporary. An employee placed in an interim position will not automatically assume the position on a full-time permanent basis.
- Filling an interim position may or may not include a wage adjustment. Wages for employees who have had a wage adjustment while filling an interim position will be adjusted to their original amount when the employee returns to the original position.
- At the successful completion of the initial 90 days of the interim appointment, the interim employee's performance will be reviewed by the employee's supervisor, the CEO, and the Director. If the employee placed in the interim position has performed the duties of the position in an above average manner, the employee is eligible to be considered to for the position.

2.3 TELECOMMUTING

WSA may authorize a regular full-time employee to telecommute one or more days from a location off-premises from the regularly assigned place of work when it is in the best interests of the Agency. The decision to authorize telecommuting is at the sole discretion of the CEO. Participation does not alter an employee's at-will relationship with the Agency. All Agency rules, policies, and procedures apply to the telecommuting employee, as do existing terms and conditions of employment.

2.3.1 Telecommuting Agreement: A telecommuting agreement must be completed and signed by the employee and the employee's supervisor with the approval of the employee's Director and CEO, COO, or CFO prior to initiating a telecommuting arrangement.

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- 2.3.2 Ineligible Employees:** Some positions may not be suited to telecommuting, including but not limited to positions that require regular face-to-face contact with a supervisor, other employees, members of the Agency community or the public, or that require routine access to information or materials that are available only at the regularly assigned place of employment.
- 2.3.3 Telecommuting Rules of Conduct:** While telecommuting, employees must observe the following:
- Maintain a secure and safe work environment at the remote work site.
 - Non-work-related events and activities may not disrupt or interfere with the employee's work.
 - All Agency confidential information must be protected and secure.
 - Agency-approved protective software and other security technology must be installed and used on all equipment.
- 2.3.4 Regularly Assigned Place of Employment:** Employees participating in telecommuting must report to the regularly assigned place of employment as agreed upon with the supervisor and as indicated in the agreement. Additionally, when operational needs require, an employee must report to the regularly assigned place of employment upon the supervisor's request. Employees will be given as much advance notice as feasible under the circumstances presented.
- 2.3.5 Equipment and Supplies:** WSA will provide necessary equipment and supplies. WSA equipment and supplies may not be used for personal use or use by anyone other than WSA employees or contractors and should not be synced with personal backup accounts or devices.
- 2.3.6 Software:** Only Agency-approved software may be used for connecting with the Agency's network from the remote work site. Employees who are participating in telecommuting shall always run agency prescribed anti-virus software and follow all Agency information security rules, copyright laws, and manufacturers' licensing agreements.
- 2.3.7 Financial Responsibility for Losses:** Participating employees are responsible for any equipment and software that is used at the remote work site and accept financial responsibility for any equipment that is lost, stolen or damaged because of the employee's negligence, misuse, or abuse.

Participating employees must cooperate with law enforcement to make police reports and insurance company requests about missing, stolen, or damaged equipment and supplies.

2.4 LONG-DISTANCE REMOTE WORK

WSA may hire an applicant or enter a Long-Distance Remote Work arrangement with eligible employees who reside more than 100 miles away from an Agency office but within the state of Texas as a fully remote employee (“Long-Distance Remote Work”).

2.4.1 All Policies Apply: All Agency policies apply to all Long-Distance Remote Work arrangements, including but not limited to the policies in this Handbook, including but not limited to Telecommuting Policy 7.4. In the case of a conflict between this Long-Distance Remote Work Policy and the Telecommuting Policy, this Long-Distance Remote Work Policy controls.

2.4.2 Eligibility: Employees may be eligible to be considered for Long-Distance Remote Work if the remote work arrangement is in the best interest of the Agency and the work can be performed remotely. Employees subject to a Performance Improvement Plan (“PIP”) or any disciplinary action within the last six months are not eligible. Long-Distance Remote Work is at the Agency’s sole discretion and may be withdrawn at any time.

2.4.3 Reporting to Agency Offices or Events: The Agency may require employees working in Long-Distance arrangements to report to work at Agency’s offices or Agency-sponsored events from time to time.

2.4.4 Trial Period: Long-Distance Remote Work includes a trial period of 30 days and may be extended for any reason at the Agency’s discretion.

2.5 OUTSIDE EMPLOYMENT

WSA does not prohibit employees from Outside Employment, as defined below, but has adopted the following rules and guidelines to protect the Agency’s business interests:

2.5.1 Outside Employment means having another employer, contractual arrangements, consulting engagements, self-employment, and volunteer activities.

2.5.2 Prohibitions:

- Performing Outside Employment is prohibited during an employee’s regular hours at WSA.
- Outside Employment must not interfere with an employee’s job duties or performance.
- Employees must comply with WSA’s policies on conflict of interest, confidentiality, and protection of WSA’s non-public business information.
- WSA prohibits the use of its premises and/or property to be used in connection with any Outside Employment.

- Outside Employment is prohibited while on any kind of leave of absence, except as required by a military commitment, and could result in discipline, up to and including termination.

2.5.3 Advance Notice: Before beginning Outside Employment, employees must provide advance written notice to Human Resources and approval by the CEO.

2.5.4 Question: Employees with questions or concerns regarding outside employment may contact Human Resources.

2.5.5 Disciplinary Action: Employees in violation of this policy will be subject to disciplinary action, up to and including termination of employment.

2.6 NEPOTISM

WSA ensures that all employees are hired, promoted, or transferred based on individual merit. Realizing that supervisory positions have a certain amount of influence that might lead to accusations of favoritism or discrimination, the Agency has adopted the following rules and guidelines related to the employment of certain individuals, and referrals made by another employee. This policy applies to all WSA employees, regardless of position or title.

2.6.1 Prohibited Employment Relationships:

- WSA may not employ anyone who is related to a Board member or to the CEO by marriage or within a third-degree relationship.
- The hiring of family members, individuals in a close relationship with an employee, or a referred individual is prohibited if the employment of such an individual would result in the creation of a supervisor/subordinate relationship between the applicant and an employee.
- Additionally, no actual conflict of interest or the appearance of a conflict of interest will be permitted. Generally, this bars the hiring or employment of an employee's family members, others in a close relationship, or referred individuals within the same department.

2.6.2 Family Member: For purposes of this policy, a family member is defined broadly as spouse; domestic partner; parent; son or daughter; brother or sister; grandparent or grandchild; aunt or uncle; niece or nephew; cousin; guardian or ward; step, half, or in-law relation; a person living in one's household; and any other person with such a close bond as to suggest conflict in the employment relationship (for example, a fiancé or individuals in a dating relationship).

2.6.3 Marriages or Relationships Between Employees: If a situation that runs contrary to this policy is created due to a promotion, transfer, or marriage, the affected individuals will have a period of three months to settle the issue voluntarily. In such situations, one of the affected employees should request a transfer or resign. There is no guarantee,

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however, that a transfer will be an option in every case. If the individuals are unable to resolve the issue on their own, the department manager will decide, with the assistance from Human Resources and CEO, which employee is to be transferred or terminated to achieve compliance with the policy.

2.7 PERFORMANCE EVALUATION

WSA expects its employees to perform their job functions to a satisfactory level and conducts performance reviews of all employees to ensure that employees meet reasonable workplace standards and goals and are provided with assessments. Supervisors will assess employee achievement and areas needing improvement and will work together with the employee to set goals for the next review period and identify training and development that can be used to help the employee to improve performance. Employees will have the opportunity to provide personal commentary and will be asked to sign and date the review along with the supervisor.

Discussions about employee performance or manager's expectations may occur informally at any time, in addition to a formal performance evaluation.

2.8 PERFORMANCE IMPROVEMENT PLANS

If necessary, WSA may implement a performance improvement plan (PIP) to address an employee's failure to meet specific job performance issues or behavioral concerns.

PIPs place the employee on a probationary status. PIPs may result in improvement in overall performance, or other possible employment actions including but not limited to transfer, demotion, or termination of employment. WSA may also, in its sole discretion, terminate employment instead of placing the employee on a PIP. Nothing in this section is intended to alter the at-will employment relationship.

Progress toward satisfactory performance of job duties is required for continued employment. If at any time during the period of the PIP, the Director determines that the employee is not making satisfactory progress, employment may be terminated. Directors are expected to meet at least bi-weekly with the employee to discuss the employee's progress and to monitor resources provided.

If the employee is on a PIP at the time the annual evaluation is due or if the employee is placed on a PIP as a result of the annual evaluation, the employee will not receive a pay increase until the employee has successfully completed the PIP. The pay raise is not retroactive, and will not be effective for six months from the successful completion of the PIP.

SECTION III – COMPENSATION

3.1 PAYROLL SCHEDULE

Paychecks will be distributed every other Friday for the pay period that ends on the previous Friday. Employees will receive paychecks at the office or employees may opt to have their pay deposited in their designated account on payday. Paychecks will only be given to the employee, unless written authorization by the employee is given to WSA and submitted to the Fiscal department at least 24 hours prior to payday.

- 3.1.1 Payday on Holidays:** In the event that a regularly scheduled payday falls on a holiday, employees will receive paychecks on the last day of work before the regularly scheduled payday.
- 3.1.2 Failure to Receive Pay:** If an employee does not receive a direct deposit or paycheck, notify Human Resources immediately.
- 3.1.3 Reporting Errors:** Employees must review pay checks for errors. If an employee finds a possible error, report it to the Payroll Administrator immediately.

3.2 PAY DEDUCTIONS

WSA is required by law to make certain deductions from employees' paychecks, including for federal and state income taxes, Social Security (FICA) taxes, deductions related to wage garnishment, child support, or other legal orders or notices. WSA also must deduct any employee-authorized contributions such as insurance premiums or retirement plans.

3.2.1 Other Deductions:

- Other deductions from non-exempt employees' pay may be permitted under applicable federal, state, or local law.
- Other permissible deductions for exempt employees may include, but are not limited to, deductions for full-day absences for personal reasons other than sickness or disability, unpaid full-day disciplinary suspensions imposed in good faith for workplace conduct rule infractions, or a proportionate amount of the employee's full salary for time not worked in the employee's first or last week of employment.
- WSA prohibits deductions from employee pay except as required or permitted by applicable law.

Questions or concerns about deductions may be directed to Human Resources.

3.3 TIMEKEEPING

Recording time is required for all employees. Non-exempt employees are required to provide accurate information concerning hours worked and to notify their supervisor of any deviation from scheduled hours. Exempt employees are required to input hours worked in order to track staffing needs.

3.3.1 Deadline to Complete Time Records: Time records must be accurate and complete and approved by a direct supervisor no later than 10:00 a.m. on Monday morning prior to a payday.

3.3.2 Program Codes: Employees must post their hours worked to the codes assigned to the various Agency programs.

3.3.3 Permissible Changes to Another Employee's Time Record: Only the Payroll Administrator may record or correct another employee's time record.

3.3.4 Impermissible Changes to Another Employee's Time Record: Falsifying time entries, including by working "off the clock," or recording time on another employee's time record is strictly prohibited and will result in disciplinary action, up to and including termination of employment.

3.3.5 Reporting Requirement: Employees are required to report any falsification of time entries to Human Resources.

3.4 OVERTIME

WSA employees may occasionally be required to work more than eight hours in a workday or 40 hours in a workweek.

3.4.1 Payment of Overtime: Non-exempt employees will be paid overtime compensation in accordance with applicable federal law at a rate of 1.5 times the regular rate of pay for all hours worked over 40 in any workweek. Overtime pay is based on hours worked. For example, hours attributable to paid time off, holidays, and leave are not included in calculating hours of overtime.

3.4.2 Pre-approval Required: Non-exempt employee overtime must be pre-approved in writing by an employee's supervisor. The approval also must be reflected on the employee's time sheet.

3.4.3 Exempt Employees: Exempt employees do not receive overtime pay and are paid a salary that is intended to compensate them for all hours worked.

3.5 TRAVEL TIME

WSA may require employees to travel within the scope of their job duties.

3.5.1 Compensation: Non-exempt employees may be entitled compensation for time spent traveling based on the type of travel and whether the travel time takes place during normal work hours, as follows:

- An employee is not entitled to paid travel time during normal travel to and from home to work. However, travel time to and from a work site other than the employee's assigned work location will be considered as time worked.
- If the employee is required to travel between work sites, that time will be regarded as time worked.
- If the employee travels to a work commitment out of the area on a non-working day, (e.g. on a Saturday or Sunday), during hours that would normally be considered work hours (for example, 8:00 a.m. to 5:00 p.m.), the travel time will be counted as hours worked. However, if the employee travels outside of normal working hours or travels as a passenger, then travel time is not considered time worked.
- Compensable travel time that results in overtime will be paid as overtime hours based on the employee's regular rate.
- If an employee returns from out-of-town travel during the normal workday hours, the employee is expected to notify the employee's supervisors so that the supervisor may determine if the employee should return to work for the remainder of the day.

Directors may, on a case-by-case basis, allow non-exempt employees time off for special situations such as for travel outside of normal business hours.

3.6 TRAVEL EXPENSES

Employees of WSA may be reimbursed for certain allowable travel expenses, related to official WSA business, when the expenses have been approved by WSA in advance and proper documentation has been submitted to verify the expense.

3.6.1 Prior Approval Required: Travel outside of the WSA Area requires prior written approval. Employees traveling out-of-state, within the continental United States may receive an allowance for meals and lodging.

- Employees should consult with a direct supervisor and the Fiscal Department regarding travel requests and forms.
- The Fiscal Department maintains the most current documents and reimburses accordingly as published on: <https://fm.x.cpa.state.tx.us/fm/travel/travelrates.php>

3.6.2 Reimbursement: Employees will be reimbursed for authorized travel and related expenses incurred while performing official WSA business in accordance with these guidelines.

3.6.3 State Travel Management Program: All WSA staff must utilize the State Travel Management Program (“STMP”) when traveling on WSA official business. The STMP assists WSA by utilizing vendor contracts to provide discounted travel services such as travel reservations, ticketing, lodging, and rental car reservations. The Fiscal Department will be the point of contact when utilizing the STMP. When using the STMP, each WSA employee must:

- Prepare and submit the Travel Authorization Form to the Fiscal Department for the CEO’s approval. When approved, the Fiscal Department arranges for payment of fees and notifies the employee of the per diem rates for the area.
- After approval, the employee completes the TSR (Travel Authorization, AWD FORMTA.10) and will then schedule travel services through a designated contract travel agency and confirm hotel accommodations; and
- Any employee traveling to Washington D.C., must closely coordinate with the WSA travel coordinator [confirm], who informs the Office of State Federal Regulations (OSFR) regarding the time of the trip, the trip’s purpose, and the name of a contact person for additional information.

3.6.4 Mileage Rate: Annually, the reimbursement rate for mileage is determined and posted by the Texas Comptroller of Public Accounts. The Fiscal Department will announce changes as they are made.

3.6.5 Reimbursable Miles:

- When using a personal vehicle for work-related travel, under no circumstances will an employee be reimbursed for normal travel between home and work or for personal travel (e.g. personal errands, medical appointments, etc.).
- The number of reimbursable miles may not exceed the number of miles of the most cost-effective, reasonably safe route between two duty points. In determining the most cost-effective, reasonably safe route, WSA may consider the route that provides the shortest distance, the quickest drive time, or the safest road conditions.
- The number of miles traveled by an employee on Agency business may be determined by point-to-point itemization, documented by the employee’s vehicle odometer reading, or by a readily available online mapping service.
- An increase in the number of miles due to the employee’s receipt of inadequate directions or being “lost” is not reimbursable.

3.6.6 Overnight Travel: Employees may claim actual expenses for meals up to a maximum daily allowance as identified by the Fiscal Department for eligible travel events (e.g. training, conferences, meetings, etc.) outside the WSA area. For the first and last calendar days of travel, daily allowances are calculated at 75 percent of a full day’s allowance. Employees should request the specific daily allowances from the Fiscal Department prior to traveling outside the WSA area.

3.6.7 Travel Without Overnight Stays: Employees may claim actual meals if they are outside the WSA area at least six hours of the day; the meal reimbursement may not exceed

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\$36.00 for the day and is taxable as wages, because travel must be away from home overnight to be excludable.

- 3.6.8 Third Party Transportation:** Employees may claim actual travel related expenses, such as parking or taxi, Lyft, Uber, or airport/hotel shuttles fares associated with eligible travel events. Such expenses must be documented with receipts. If a receipt cannot be obtained (e.g., unattended parking), the employee must submit a signed statement attesting to the expenditure.
- 3.6.9 Lodging:** Lodging, transportation, and registration costs for eligible travel events will be arranged by WSA. Cancellations for lodging, transportation, registration, etc. are the responsibility of the employee. Failure to make appropriate cancellations may result in costs being billed to the employee.
- 3.6.10 Travel Reports:** When travel is completed, employees are to submit travel reports using authorized forms within five working days upon the completion of travel. Receipts for individual expenses must accompany reports.
- 3.6.11 Questions:** Employees should consult with their managers for guidance and assistance with procedures related to travel authorization, arrangements, advances, expense reports, reimbursement for specific expenses, or any other business travel issues.

SECTION IV - EMPLOYEE BENEFITS

4.1 OVERVIEW

WSA may offer regular full-time employees health insurance, retirement, and other benefits, including but not limited to short and long-term disability. The Agency may review, change, or eliminate these programs without notice at its sole discretion. The information contained in this Employee Handbook is not a contract to provide benefits to any employee.

4.1.1 Eligibility: The eligibility requirements of each benefit program offered are described in the applicable plan document or summary plan descriptions.

4.1.2 Plan Documents Govern: If there is a conflict between the information in this Employee Handbook and the actual plan document or policies, the plan documents or policies will always govern.

4.2 TRAINING AND DEVELOPMENT

WSA supports the continuing professional development of its employees and encourages employees to request to attend job-related workshops, seminars, and conferences. Such requests are subject to the approval of WSA, based on such factors as workload requirements, schedules, and budgetary resources. Departments may provide employees with a written training program annually.

Employees are expected to share relevant information upon return from seminars or conferences.

4.2.1 Process:

- Approval should be sought from the employee's Director.
- If the program/seminar is to be held outside the Alamo region, provide the Director with supporting information such as the training/conference agenda, meeting logistics, and any special travel needs.
- The employee then should prepare and submit the Travel Authorization Form to the Fiscal Department for the CEO's approval. When approved, the Fiscal Department arranges for payment of fees and notifies the employee of the per diem rates for the area.
- The employee will arrange for lodging and transportation.

4.2.2 Learning Management System (LMS): WSA provides an LMS with a myriad of learning paths and standalone courses. Employees may pursue any course of interest and may also periodically be assigned learning paths and courses by department leadership and/or by the CEO or others.

4.3 PAID TIME OFF (“PTO”)

WSA provides PTO to eligible full-time employees. PTO may be used for any reason, including vacation, appointments, personal time, or sick leave. Employees are encouraged to use PTO for planned rest and recreation and are expected to monitor PTO to be maintained for other uses.

4.3.1 **Accrual:** Eligible employees will accrue PTO hours with each pay period from the date of hire and be eligible to use PTO hours after the successful completion of the 90-day introductory period. The PTO accrual year runs from October 1 to September 30 of each year.

4.3.2 **Eligibility and Accrual Rates:** All full-time employees earn PTO hours each pay period based on years of service and the number of regular hours worked in a pay period.

MONTHS OF SERVICE	DAYS (Exempt) / HOURS (Non-exempt) ACCRUED PER EMPLOYMENT YEAR	BIWEEKLY ACCRUAL RATE
0-24 (before 2 nd anniversary)	18/144	5.54 hours
25-48 (before 4 th anniversary)	24/192	7.39 hours
49-108 (between 4 th and 9 th anniversary)	28/224	8.62 hours
109+ (after 9 th anniversary)	31/248	9.54 hours

Accrual example: 24 days x 8 hours = 192 divided by 26 pay periods =7.39 hours

PTO accrued in one PTO accrual year may be carried over into the next fiscal year up to a maximum of one-and-a-half year’s total PTO for each respective employee. Prior written approval from the CEO is required in order to carry over more than one and half-year’s PTO accrual. PTO in excess of one-and-a-half year will be forfeited. Employees are responsible for ensuring that they use PTO to avoid forfeiting PTO at year’s end.

4.3.3 **Non-Accrual:** PTO does not accrue during holidays, unpaid leave, and other leave and does not count as hours worked for calculating overtime. Overtime hours worked are not subject to PTO accrual.

4.3.4 **Use During First 90 Days:** For personal illness only or to care for a dependent family member (a family member who lives in the employee’s home and is a dependent for income tax purposes), employees may be permitted to use PTO time as it accrues during the first 90 days of employment. For each occurrence of absence during the first 90 days of employment, documentation from a licensed medical provider is required when using PTO for personal illness or to care for a family member.

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4.3.5 Approval Required: PTO must be scheduled in advance and approved by the employee's direct supervisor, except in cases of illness or emergency. Employees must submit a Leave Request for Time Off to Human Resources, including a description of the time off, dates, type of leave (PTO), time requested (full, multiple, or partial day), and number of hours. Questions about PTO should be referred to the Fiscal Department or to Human Resources.

4.3.6 Using PTO Benefits:

PTO is available in increments of an hour.

Employees must submit requests for PTO from a direct supervisor as far in advance as possible. WSA generally will grant requests for PTO when possible, taking staffing and business needs into consideration.

PTO must be requested and authorized at least two weeks in advance, except in cases of illness, injury, or unanticipated emergencies.

4.3.7 PTO Blackout Dates:

Consecutive PTO is not available from mid-September through the end of October and at times designated by the CEO.

4.3.8 Questions: Employees with questions about submitting PTO requests may seek assistance from the Payroll Administrator. Supervisors will respond to PTO requests promptly and will grant PTO when possible, taking staffing needs of the department into consideration. When multiple employees request the same time off, their length of employment and seniority will determine priority in scheduling PTO.

4.3.9 Recording PTO: Employees are required to record their own time used for PTO.

4.3.10 Exempt Employees: Exempt employees must request and record time away from work for PTO. These requests should be occasional, preapproved by the employee's Director, and should not occur weekly or on a regular basis. Deductions from an exempt employee's salary may be made for one or more full days for illness/disability when the employee has exhausted PTO but may not be made for partial days when PTO is exhausted.

4.3.11 Planned Absences: A planned absence is an absence from work that is requested and authorized at least two weeks in advance.

Employees are responsible for anticipating the amount of PTO that may be needed to cover future absences for vacation, sick time, and personal and family matters. Employees are encouraged to use PTO for planned rest and recreation. WSA believes that planned, regular breaks in the work routine promote wellness and contribute to optimum performance on the job.

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4.3.12 Unplanned Absences: An unplanned absence is an absence from work that was not requested at least two weeks in advance but is authorized due to an illness, injury or other emergency that prevents the employee from working. In case of unplanned absences, employees are required to call their supervisors and Human Resources at the earliest opportunity and no later than one hour after the employee’s normal reporting time.

An occurrence of unplanned absence is a period of one or more consecutive days of absence, regardless of the total length of the absence.

Unplanned absences compromise the quality of WSA operations, services, costs, and morale. An excessive number of unplanned PTO days are cause for progressive disciplinary action up to and including termination. Supervisors may request medical provider documentation for any medical use of PTO when such absences are frequent.

Regardless of the reason, should an employee’s unscheduled absences occur with such frequency to adversely affect operations and prevent the employee from meeting their employment obligations, WSA may take disciplinary action up to and including termination.

4.3.13 Medical Leave: Employees who are absent for medical reasons, for a period in excess of three days must provide physician documentation of visit upon return to work.

A medical leave of absence is a period of greater than five working days in succession, as documented by a licensed healthcare provider. An employee may remain on active employment status for up to six months while on such a leave. However, the employee must plan for the payment of all required premiums, employee and WSA contributions, should PTO accrual be exhausted during the medical leave.

In the event of illness or emergency that prevents the employee from reporting to work for periods exceeding one day, the employee must contact their supervisor, or HR, if the supervisor is not available, each subsequent day, no later than an hour after the start of the scheduled shift. Staff who do not adhere to this policy or who are directed to report to work and fail to do so will not be paid and may be subject to disciplinary action up to and including termination.

4.3.14 PTO Sell-Back: Employees may elect to sell back a portion of eligible accrued unused PTO one time each fiscal year (October 1 through September 30). Subject to maintaining

Months of Service	Days Accrued Per Employment Year	Biweekly Accrual Rate	Hours Accrued per fiscal year	Max Hours Available to sell Back per fiscal year 50%	Hours That Must Remain At Time Of Sell Back 25%
0 – 24/(before 2 nd anniv)	18 days	5.54 hours	144	40	36
25 – 48/(before 4 th anniv)	24 days	7.39 hours	192	40	48
49 – 108/(between 4 th & 9 th anniv)	28 days	8.62 hours	224	60	56
109+(after 9 th anniv)	31 days	9.54 hours	248	80	62

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a certain amount of PTO, employees may convert between 40-80 hours each fiscal year to cash, less taxes and 401(k) contributions. These sell-back hours will be cashed in at 100 percent of the employee's regular rate of pay. To calculate eligible PTO balance for sell-back, consult the schedule below.

4.3.15 PTO Payout at Separation: Employees in good standing who have retired or resigned their employment after successfully completing their initial 90-day introductory period, after giving at least two weeks' written notice for staff and four weeks' written notice for all levels of management, will be paid for any accrued unused PTO at the employee's regular rate of pay. To ensure a smooth transition, employees may not use PTO during the notice period.

An employee's estate will be paid final wages and accrued unused PTO at the employee's regular rate of pay when an employee dies while an active employee with the Agency.

Employees who are terminated forfeit accrued unused PTO.

4.4 LEAVE SHARING FOR MEDICAL EMERGENCIES

WSA has established leave sharing for medical expenses to provide employees who have exhausted all other accrued paid leave the ability to remain in paid status for the employee's or a family member's catastrophic illness or injury.

4.4.1 Definitions:

- **Immediate Family Member:** individuals who live in the same household as the employee and are related by kinship, adoption, or marriage; or are foster children certified by Applicable Law. If not in the same household, immediate family is strictly limited to the employee's spouse, child, or parent.
- **Licensed Physician:** a relevant licensed physician.
- **Catastrophic Illness or Injury:** a condition or combination of conditions affecting the mental or physical health of the employee or member of the employee's immediate family that requires the services of a licensed practitioner for a prolonged period and that forces the employee to exhaust all leave time earned.
- **Condition or Combination of Conditions:** an illness or injury that may result in death if not treated; requires hospitalization for more than 72 consecutive hours; requires prolonged convalescence at home or a rehabilitation facility; or causes a person to be legally declared a danger to him/herself or others. For purposes of this policy, pregnancy and elective surgery are not considered severe conditions, except when life-threatening complications arise from them.

4.4.2 Eligibility: To be eligible to receive donated PTO, an employee must meet the following criteria:

- Completed at least one year of continuous, satisfactory employment.

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- Is not on any type of disciplinary action at the time of application or at any time during the preceding six months.
- Has exhausted all available PTO time.
- The employee's condition is not an on-the-job injury covered by Workers' Compensation Insurance.
- The employee is not on short-term or long-term disability.
- The employee or employee's immediate family member has a severe condition or combination of conditions requiring the services of a licensed practitioner. The employee must provide certification of the condition by a licensed practitioner.
- A deceased employee's estate is not entitled to payment for any unused Emergency Leave Pool time credited to the employee.

4.4.3 Application and Award Process: The employee or the employee's personal representative may request an award of donated PTO by submitting a completed application to Human Resources. The application should be submitted as soon as possible after the need arises. Employees who have exhausted all accrued paid leave will be placed on leave without pay status pending a decision of their application for donated PTO.

4.4.4 Decisions: Decisions regarding granting donated PTO is at the sole discretion of the Agency. If an employee has been placed on leave without pay status pending a decision on the application, the employee's status will become "pay with leave" and donated PTO applied retroactively if the application is approved.

4.4.5 Award Limit: The amount of time approved for an award may not exceed the maximum of 240 hours per calendar year. WSA reserves the right to alter the maximum award based on circumstances at the sole discretion of the CEO. The availability of donated PTO is subject to the number of hours available in the Pool, number of competing applications, and other factors as determined by WSA.

4.4.6 Use and Modification of Donated PTO: Donated PTO may be used only for the reason requested. Employees must immediately notify Human Resources if there is a change that modifies the need for donated PTO. Awarded donated PTO that are no longer in conformance with the employee's application may be cancelled and returned to the Pool.

4.4.7 Return to Work Certification: Prior to returning to work, the employee must submit a written statement to Human Resources from the employee's licensed practitioner that the employee is able to return to work. The statement must also specify what, if any, limitations or restrictions exist on the employee's ability to perform job duties.

4.4.8 Contributions by Donors to Donated PTO

- Employees are not required to contribute to donated PTO.
- Employees may make voluntary contributions of PTO hours by submitting a Leave Pool Transfer Form to Human Resources.

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- Employees may contribute an unlimited number of hours so long as the employee’s balance of accrued unused PTO does not drop below 80 hours.
- Once a contribution is made to the Emergency Leave Pool, the donor may not request a return of the hours donated.

4.5 PERSONAL DAY

Eligible full and part-time employees will receive a day off with pay in celebration of the employee’s birthday. If the birthday falls on a day other than on a scheduled workday or if the employee desires a different day off, the employee may arrange a different day off. The birthday/alternate day must be approved at least 24 hours in advance by a direct supervisor and entered into the electronic time and attendance system.

4.6 HOLIDAY OBSERVANCES

WSA provides paid holidays to all employees and part-time employees. Holidays are designated by the CEO and will be announced at the beginning of each calendar year. Typical holidays observed each year are as follows:

NEW YEAR’S DAY	LABOR DAY
MARTIN LUTHER KING, JR. DAY	COLUMBUS DAY
PRESIDENT’S DAY	VETERANS DAY
BATTLE OF FLOWERS	THANKSGIVING DAY
MEMORIAL DAY	THANKSGIVING HOLIDAY
INDEPENDENCE DAY	CHRISTMAS DAY
	CHRISTMAS HOLIDAY

Holidays falling on a Saturday are normally observed on the preceding Friday. Holidays falling on a Sunday are normally observed on the following Monday.

If an employee is required to work on a holiday, the employee may choose another day off before the end of the current month.

4.7 TUITION REIMBURSEMENT PROGRAM

WSA encourages eligible full-time employees, who have successfully completed the 90-day introductory period, to further their education and professional development. Education expenses are not taxable as income to the employee if the courses taken maintain or improve skills required for the employee’s present job.

4.7.1 Amount of Reimbursement: WSA will assist by providing employees approved for inclusion in the program, a maximum reimbursement benefit of \$2,000 per calendar year. Employees may use this reimbursement benefit to defray the cost of pre-approved

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courses taken at accredited colleges, universities or recognized technical schools, and related college fees. Textbooks and materials are not covered under this policy.

4.7.2 Courses: Courses must be related to the employee's present job, a position the employee could reasonably progress to, or those that are determined to benefit WSA.

4.7.3 Conditions for Participation:

- Courses must be reviewed for eligibility by Human Resources and approved by the CEO.
- Courses taken must not interfere with operational needs of WSA and reimbursement is limited to a maximum of six hours per semester or 18 hours per calendar year.
- This program does not cover College Level Examination Program ("CLEP") examinations nor courses taken for audit.
- Courses that may be required leading to a certification or licensure related to the employees' current job.

4.7.4 Limitations: WSA will reimburse only the cost of semester-hour tuition and fees up to \$2,000.00 charged by the institution of higher learning for the semester expenses incurred. Employees are responsible for the remainder of the cost. WSA educational assistance will be secondary to other sources of financial assistance such as a GI Bill, scholarships, or Pell grants. Reimbursement may or may not be taxable depending upon tax laws in effect. Employees are responsible for the tax consequences of tuition reimbursement.

4.7.5 Grade Requirements: WSA will reimburse costs as follows:

100%	=	Grade A
75%	=	Grade B
50%	=	Grade C

For courses that are not graded (i.e. Pass/Fail), proof of course completion, by certificate or license, must be provided for reimbursement to be paid.

4.7.6 Approved Expenses: WSA employees may use this benefit to pay for mandatory fees incurred by the student such as exam, registration, lab, general, library use, insurance, graduation, parking.

4.7.7 Work Commitment: Participating employees will incur a one-year (12-month) retention commitment based on the last date of the reimbursement payment. If the employee voluntarily leaves WSA within 12 months of receiving reimbursement, a pro-ration (by month) of the cost will be deducted from final payment of salary, wages, and unused PTO, not to take the employee's wage below minimum wage.

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Example: If the employee is reimbursed in December and terminates employment during the following March, the employee will be responsible for reimbursing 9/12s of the total reimbursement for the prior twelve months.

If the employee is involuntarily terminated due to department realignment or organization, the WSA share of the cost for tuition reimbursement will not be deducted from the final paycheck.

4.7.8 Eligible Schools: Courses must be taken in a bona fide educational institution.

4.7.9 Requests for Reimbursement: After completion of the course the employee will bring a verifiable copy of course completion and grade(s) to Human Resources, who will then send the complete education assistance package to Fiscal Department for reimbursement.

Requests for reimbursement will not be honored after the course is completed if an application was not pre-approved or if the employee terminates employment prior to course completion.

Requests for graduate program consideration must be reviewed by the CEO for approval.

4.8 EMPLOYEE ASSISTANCE PROGRAM (“EAP”)

WSA recognizes that certain issues may arise that could adversely affect an employee's health, safety, or job performance. To support employee well-being and resiliency, WSA offers an Employee Assistance Program (“EAP”) at no cost that provides counseling and referral services to assist employees and their family members in addressing a variety of issues, including for example emotional well-being. Human Resources will provide the contact information an employee will need to access the services.

4.8.1 Eligibility: EAP services are available to employees on the first of the month following 90 days of employment. Employees and members of their immediate households may voluntarily use this program. Managers or supervisors may require employees to consult the program under some circumstances.

4.8.2 Confidentiality: An employee's use of EAP will remain confidential. Information under this program will not be shared with other individuals without a participant's informed and voluntary written consent.

4.8.3 Effect on Disciplinary Action: The employee's decision to seek such assistance will not be considered as a factor in disciplinary action, nor will it be used against the employee in any disciplinary proceeding. However, participation in such programs will not protect the employee from discipline for violation of WSA policies.

SECTION V – SAFETY AND SECURITY

5.1 SAFETY

WSA complies with all applicable federal, state, and local health and safety regulations and is committed to maintaining a safe work environment. Employees are expected to comply with all safety and health requirements whether established by WSA or by federal, state, or local law.

5.1.1 Scope: This policy is applicable any time employees are on the premises, engaged in work or conducting business on behalf of WSA, and when participating in sanctioned events during business hours, on or off site. WSA encourages its employees to bring any concerns or suggestions for improved safety in the workplace to a supervisor or Human Resources. In addition, employees must keep work areas organized and free of any potential hazards. Employees who fail to follow WSA's safety rules and guidelines or fail to report hazardous or dangerous conditions will be subject to disciplinary action, up to and including termination of employment.

5.1.2 Signing In: In order to account for all employees in the event of an emergency, all employees must sign out at the front desk when leaving the premises on Agency business.

5.1.3 Safety Rules: WSA safety rules include, but are not limited to, the following:

- Do not engage in horseplay.
- Do not engage in any physical or verbal acts and/or threats of violence, whether made in jest or seriously, by any person(s) while on Agency premises or while conducting business on behalf of WSA.
- Do not use equipment unless trained and authorized.
- Keep passageways to fire extinguishers, aisles, and doorways clear.
- Know where fire extinguishers are located.
- Use proper lifting techniques.
- Store flammable and hazardous waste materials in proper containers.
- Turn off equipment not in use.
- Know first aid kit locations and how to use them.
- Report unsafe conditions to a supervisor immediately.
- Know the most direct and safe exit route in case of fire.

The above list of rules is not exhaustive but highlights practices that employees are expected to follow.

5.1.4 Reporting Required: Any injuries must be reported to Human Resources immediately.

Employees who witness any unsafe conditions, potential hazards, or accidents, no matter how minor, must report to a supervisor or Human Resources immediately. For more information about the reporting procedure employees must follow, and other safety

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requirements see WSA's Safety Program manual, and the Violence in the Workplace, Section 5.2.

5.2 VIOLENCE IN THE WORKPLACE

WSA seeks to provide a safe, respectful, and productive work environment. To this end, WSA will not tolerate any form of violence including threats by an employee, supervisor, contractors, or third party, including vendors, clients, and visitors both at the workplace, while engaged in work for the Agency on or off premises, and at Agency-sponsored events.

Each department supervisor, manager, and employee is responsible for keeping the workplace free of harassment, intimidation, and/or violence.

5.2.1 Definition of Workplace Violence: For purposes of this policy, workplace violence includes but is not limited to threatening written or verbal remarks; aggressive or hostile acts such as shouting, using profanity, throwing objects at another person, fighting, or intentionally damaging Agency or another person's property; bullying, intimidating, or harassing another person; behavior that causes another person emotional distress or creates a reasonable fear of injury, such as stalking; assault; or behavior, words, or other conduct that is self-destructive or potentially harmful to the employee. Threatening behavior includes physical actions without physical contact or injury, and general or implied threats to people or property. Violent behavior includes any physical assault with or without weapons, throwing objects, destroying property, specific or expressed threats to inflict harm to people or destruction of property, and other conduct which appears to pose a threat of injury to persons or property.

This list is illustrative only and not exhaustive. No form of workplace violence will be tolerated.

5.2.2 Requirement to Report: Any employee who experiences, observes, or has knowledge of actual or threatened workplace must report the situation to a member of management or to Human Resources as soon as possible. Reports of workplace violence will be investigated promptly and will be kept confidential to the extent possible.

5.2.3 No Retaliation: WSA prohibits any form of retaliation against employees for making bona fide reports of workplace violence, pursuing a workplace violence complaint, or cooperating in related investigations.

5.2.4 Employee Assistance Plan: Employees who are victims or potential victims of domestic or non-work-related violence and fear it may enter the workplace, are encouraged to promptly notify Human Resources and may also contact WSA's Employee Assistance Plan ("EAP") to obtain advice in dealing with the situation.

5.2.5 Disciplinary Action: Violations of this policy will lead to corrective action, up to and including termination of employment. WSA reserves the right to contact law enforcement, if appropriate.

5.3 WEAPONS POLICY

WSA prohibits all employees from possessing weapons of any kind on Agency premises, while working or traveling to and from work-related locations, and at Agency-sponsored events. The only exception to this prohibition of weapons is that employees may store or transport legally owned firearms or ammunition that are lawfully possessed and locked in the employee's own private vehicle in Agency parking areas.

Refusal to cooperate in a search, inspection, or investigation may result in disciplinary action up to and including termination.

5.4 SECURITY OF PERSONAL PROPERTY

WSA assigns desks and work areas to its employees and maintains the right to examine the contents of desks and offices at any time, without notice. Employees do not have a right of privacy in items brought on premises except in places where employees have a reasonable expectation of privacy, such as bathrooms. For security reasons, personal effects should not be left unattended or stored in WSA offices.

WSA assumes no responsibility or liability for the damage, loss, or theft of personal property.

SECTION VI - LEAVES OF ABSENCE

6.1 BEREAVEMENT LEAVE

Full-time employees are provided paid leave for death of an immediate family member or a miscarriage/stillbirth. For the purposes of this policy the immediate family includes the employee's spouse; domestic partner; parent; son or daughter; brother or sister; grandparent or grandchild; aunt or uncle; niece or nephew; cousin; guardian or ward; and step, half, or in-law relation.

- 6.1.1 Available Paid Leave:** Employees receive up to three days for the death of immediate family up to 100 miles from Bexar County and five days for the death of immediate family more than 100 miles from Bexar County. Employees may qualify for one paid day of leave for the death of a family member who is not an immediate family above.
- 6.1.2 Verification of Death:** The Agency may require verification of death, including for example a death certificate or obituary.
- 6.1.3 Use of Accrued PTO:** Employees may use accrued unused PTO for additional time off if desired.
- 6.1.4 Requests for Bereavement Leave:** An employee must inform the employee's director before commencing bereavement leave. Requests for bereavement leave should be submitted through the timesheet platform and Human Resources.

6.2 MILITARY LEAVE

WSA provides employees (including those in their introductory period) military leaves of absence for service in a *uniformed service*, in compliance with the Uniformed Services Employment and Reemployment Rights Act ("USERRA") and applicable Texas law.

- 6.2.1 Notice Required:** To be granted military leave, an employee should provide advance notice to a direct supervisor or Human Resources. When possible, the employee should give at least 30 days' notice of a request for leave. If 30 days' notice is not possible because of military necessity or for other reasons, the employee should give as much advance notice to WSA as possible.

Written notice is preferred, but not required. Where possible, please submit a copy of military orders, training notice, or order to active duty to a direct supervisor or the human resources administrator.

- 6.2.2 Pay During Leave:** Employees also may use any or all accrued but unused PTO during military service leave.

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In no case will the use of PTO result in an employee's receipt of more than 100 percent of salary.

- 6.2.3 Benefits During Leave:** During military service leave, all benefits provided under an employee benefit plan are governed by the terms and conditions of the applicable employee benefit plan documents in accordance with applicable law. All other benefits are the same as for other leaves of absence.
- 6.2.4 Reemployment:** Employees may be eligible for reemployment after their military service leave. Nothing in this policy requires WSA to reemploy individuals who are not eligible for reemployment rights under applicable law. For information on reemployment guidelines, contact Human Resources.
- 6.2.5 No Discrimination:** WSA prohibits and will not tolerate discrimination or retaliation against any employee or applicant because of that person's membership in or obligation to perform service for any branch of the US or state military. Specifically, no one will be denied employment, reemployment, promotion, or any other benefit of employment, or be subjected to any adverse employment action based on that person's membership in or service for any branch of the US or state military. In addition, no one will be disciplined, intimidated, or otherwise retaliated against because that person exercised rights under this policy or applicable law.

6.3 JURY DUTY

WSA grants leave without pay for the entire period that an employee serves jury duty. Employees may use Paid Time Off for Jury Duty.

- 6.3.1 Proof of Service:** Employees must notify a direct supervisor or manager immediately and submit a copy of the jury summons or subpoena as soon as possible but at least three days prior to the date of appearance so arrangements may be made to accommodate the employee's absence. Employees may be asked to provide proof of service of jury duty.
- 6.3.2 Jury Fees:** If an employee receives fees when called for jury duty, the employee is authorized to retain such fees to help defray daily expenses.
- 6.3.3 Report to Work:** Employees are expected to notify their supervisors of the end of the court commitment if it falls within the workday, so that the supervisor may determine if the employee should return to work for the remainder of the day.
- 6.3.4 Not Time Worked/Non-Accrual:** Paid Time Off will not accrue during absences for Jury Duty.

6.4 ADMINISTRATIVE LEAVE

The CEO may allow Administrative Leave with or without pay for situations such as:

- Inclement weather or local emergencies. See Inclement Weather and Emergencies, Section 7.4.
- Early dismissal.
- Situations for which the CEO feels appropriate in the conduct of Agency business.

Administrative Leave is not time worked for purposes of calculating overtime for non-exempt employees.

6.5 UNPAID LEAVE OF ABSENCE (“LOA”)

WSA provides unpaid Leave of Absence to eligible and approved full-time and part-time employees. The granting of LOA is at the sole discretion of the Agency.

6.5.1 Eligibility: Employees are eligible after being employed continuously for 12 months or more and have provided at least 1,250 hours of service during the previous 12 months. LOA is for a minimum of five consecutive workdays, and a maximum of 12 weeks in any 12-month rolling period.

6.5.2 No Accrual: Paid Time Off will not accrue during LOA.

6.5.3 Availability: Unpaid LOA is available under the following conditions:

- “Family Leave” will be granted under this policy to eligible employees for the birth of an employee’s child, placement of a child with the employee for adoption or foster care.
- “Medical Leave” will be granted to eligible employees to care for the employee’s child, spouse, or parent who has a serious health condition or when the employee must be absent due to the employee’s serious health condition. A medical leave of absence must be documented by a licensed healthcare provider. An employee may remain on active employment status for up to six months while on such a leave. Employees are required to provide documentation from a relevant health care provider ordering leave for a medical condition. To be released to full duty after Medical Leave, the employee must submit a relevant healthcare provider’s release, certifying the employee’s ability to perform the essential functions of the job, with or without reasonable accommodation.
- “Personal Leave” may be granted for reasons other than those listed above.

6.5.4 Amount of Leave: An eligible employee may be granted leave up to 12 work weeks (480 hours) during any 12-month period, counted from the first day LOA is taken. The next

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12- month period and its 12-week (480 hour) eligibility begins with the first day of a subsequent LOA.

6.5.5 General Rules:

- PTO will run concurrently with unpaid LOA.
- WSA may fill the empty position during the employee's absence. Upon return from LOA, if the employee's position is no longer available, WSA will attempt but is not required to find an equivalent job for the employee.
- Any request for LOA must be submitted seven days in advance to Human Resources, if practicable.
- Employees are required to report every 30 calendar days to Human Resources on their leave status and intent to return to work.
- Employees are responsible for paying all benefit plan premiums (employee and employer contributions) and will coordinate continuation of all insurance coverage with Human Resources and the Fiscal Department. Failure to pay premiums will result in a loss of benefit coverage or repayment of the amount due.

Employees requesting LOA must contact Human Resources for further information.

6.6 VOTING LEAVE

WSA encourages employees to fulfill civic responsibilities by exercising the privilege of voting. Employees are encouraged to vote either before or after regular work hours during early or regular voting periods.

If an employee is unable to vote during non-work hours because of work schedule, WSA will excuse employees for up to two hours, to vote in an election.

Employees must request time off to vote at least two working days before voting in order to give the manager time to adjust the department workload if needed.

WSA expressly prohibits any form of discipline, reprisal, intimidation, or retaliation against any individual for requesting or taking Voting Leave.

6.7 EMERGENCY EVACUATION LEAVE

Employees are allowed to participate in general public evacuations in response to Emergency Evacuation Orders without retaliation or discrimination. "Emergency Evacuation Order" means an official statement issued by the governing body of this state or a political subdivision of this state recommending the evacuation of all or part of the population of an area stricken or threatened with a disaster.

SECTION VII - GENERAL WORK RULES

7.1 WORK HOURS

WSA determines employees' working hours as required by the needs of business operations.

7.1.1 Workweek: WSA's workweek begins on Saturday at midnight and ends on Friday at 11:59 p.m.

7.1.2 Business Hours: Normal business hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday. Full-time employees are expected to work normal business hours each workday, five days each workweek, during normal business hours.

7.1.3 Changes to Work Hours: Although every attempt will be made to adhere to these business hours, the nature of Agency business may necessitate changes to the hours worked. If changes are necessary, WSA will attempt to give as much notice as the circumstances permit. Employee flexibility and adaptability with respect to changes in assigned work hours are deemed crucial requirements of every employee's job.

Exempt employees, whose salaries take into account work outside of regularly scheduled work hours, may be required to work additional hours including weekends.

7.1.4 Overtime: Non-exempt employees may be required to work overtime hours from time to time depending on various factors, such as workloads, staffing needs, and special projects. Examples include but are not limited to working overnight to deploy software or on a Saturday for a WSA-sanctioned event. Non-exempt employees may not work overtime without the prior approval of their manager.

Paid time away from the workplace to participate in workshops, panels, staff development activities, or conferences, or to provide testimony on behalf of the Agency is considered time worked in calculating overtime for non-exempt employees.

7.2 LUNCH PERIODS AND BREAKS

Except for lactation breaks, work breaks including lunch periods are subject to the type and timing of the duties being performed and subject to being rescheduled by an employee's supervisor with little or no notice.

7.2.1 Breaks for Non-Exempt Employees: In general, non-exempt employees are allowed a break in the morning and a break in the afternoon to be determined by a direct supervisor. Authorized breaks may last no longer than fifteen minutes. Any extension of a break without prior manager approval is against Agency policy and will be subject to discipline up to and including termination.

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- 7.2.2 Lunch Breaks for Non-Exempt Employees:** Non-exempt employee lunches are non-compensable and must be entered on the employee time sheet. If a non-exempt employee performs work during the lunch break, the employee is required to record the time as time worked.
- 7.2.3 Lunch Breaks:** Employees may not elect to use working during a lunch period as reason to leave in advance of their normally scheduled workday unless directed or approved in advance by their Director.
- 7.2.4 Lactation Breaks:** All employees who are nursing are eligible to take reasonable breaks to express breast milk for up to one year after the birth of the employee's child unless doing so would cause an undue hardship for WSA. WSA encourages all eligible employees who intend to take lactation breaks to notify Human Resources of their intent, for example when they are discussing their return to work following leave relating to childbirth. Eligible employees should notify their direct manager of the frequency, timing, and duration of lactation breaks they need to take. Please contact Human Resources for information about the designated location for lactation breaks.

Lactation breaks under this policy are unpaid. Non-exempt employees must accurately record the start and end of lactation breaks on their time sheets/clock in and out for their lactation breaks in accordance with WSA's timekeeping policy. Uninterrupted lactation breaks do not count as hours worked for purposes of calculating overtime.

Employees may begin work before the regularly scheduled start of their shift or continue working past the regularly scheduled end of their shift to make up any time used for lactation breaks. Employees who choose to do this should speak with their direct manager in advance to make appropriate arrangements.

7.3 ATTENDANCE AND TARDINESS

WSA requires employees to be punctual in working WSA's normal work hours. Employees must report to work as scheduled (start and end time) and maintain a satisfactory record of attendance.

- 7.3.1 Call-In Procedure:** If an employee will be late to work or absent for work as scheduled, the employee must speak directly to the employee's supervisor at least one hour in advance of the absent or tardy. Leaving a voicemail or message with anyone other than the employee's supervisor is not sufficient. The employee must speak with the supervisor about the absence or tardy.
- 7.3.2 Leaving Work:** Leaving work without proper notification is subject to disciplinary action, up to and including termination.
- 7.3.3 Use of PTO:** Employees are required to use their accrued PTO for absences, tardies, and leaving early, except for special leaves, such as administrative leave, bereavement, jury duty, etc. Managers are responsible for ensuring that short absences do not become repetitive in nature and disruptive to the work.

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7.3.4. Unexcused Absences: PTO hours will not be granted for unexcused absences. An unexcused absence is an absence from work that is not authorized. Unexcused absences may be incurred if the employee fails to report to work for a scheduled shift, fails to report to work when time off has been requested but not authorized, or incurs an unplanned absence that is not a bona fide emergency.

7.3.5 Consequences of Excessive Absences: Employees who miss work (“no call, no show”) without notice for two consecutive workdays are considered to have voluntarily resigned from employment. Employees who fail to return to work promptly from an approved PTO or leave of absence are considered to have voluntarily resigned from employment. Poor attendance, excessive tardiness, and leaving before scheduled hours have ended are disruptive. Either may lead to disciplinary action, up to and including termination of employment.

7.3.6 Exceptions: Exceptions to this policy require approval by the CEO or the CEO’s designee.

7.4 INCLEMENT WEATHER AND EMERGENCIES

Because safety of WSA employees is of the utmost importance, WSA has developed contingencies in case of inclement weather or other emergencies.

7.4.1 CEO Authority: The CEO has the authority to officially close the office and grant paid leave due to impending inclement weather or workplace, city, or national emergency.

7.4.2 Notification and Work from Home: In the event that inclement weather or workplace, city, or national emergency arise during the workday creating safety concerns, employees will be notified and should work from home.

- If offices are closed before the start of the workday, efforts will be made to reach employees to notify them to work from home.
- Employees must keep contact information up-to-date with their managers.
- Employees who have not heard from WSA regarding whether they should report to work are encouraged to call their manager for the latest information.

7.5 DRESS CODE

While traditional business attire is standard for situations when dealing face to face with the public, WSA also allows business casual attire Monday through Friday, when appropriate. Employees are required to wear well-fitting, professional, clean, pressed attire. Decisions regarding proper attire are at the discretion of a direct supervisor or Human Resources.

7.5.1 Blue Jean Day: Fridays (or the last workday proceeding a Friday holiday) will be a casual or blue jean day, if desired. Jeans must have a neat appearance, without frays, holes, stains, or tears. WSA-branded shirts should be worn with blue jeans. Clothing that would

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be worn at the gym, beach, picnic, or to clean the garage or do yard work is not appropriate.

7.5.2 Shoes: Shoes should be clean, well-maintained, in neutral colors such as white, black, or navy, and present a professional look. Examples of shoes that are not appropriate include but are not limited to: sports shoes such as high-top basketball shoes, Crocs, and flip-flops.

7.5.3 Use of PTO to Change: Employees required to leave the workplace to change into appropriate clothes will have the time deducted from PTO.

7.5.4 Volunteer Days: The CEO will determine the appropriate attire for Volunteer Days.

7.6 NON-SMOKING/NO-VAPING POLICY

WSA maintains a smoke-free, vape-free workplace. The Agency prohibits smoking and vaping in all indoor facilities, including WSA vehicles and all offsite WSA worksites and events, whether indoors or outdoors. Smoking, including use of smokeless tobacco products and vaping, is prohibited in WSA facilities. This policy applies to all employees, vendors, clients, and visitors.

For purposes of this policy, smoking includes lighting, smoking, or carrying a lighted cigarette, cigar, or pipe, the use of any electronic smoking device, and the use of tobacco. This list is illustrative only and not exhaustive.

Employees may smoke outside of WSA premises only off Agency time although employees may use Paid Time Off for smoking breaks. Please dispose of cigarettes and matches in a proper container.

7.7 DRUGS AND ALCOHOL

WSA is committed to providing a safe, healthy, and productive workplace that is free from alcohol and unlawful drugs as classified under local, state, or federal laws, including marijuana (except for limited medical use under the guidance of a healthcare provider). Alcohol and drug misuse poses serious health and safety risks to WSA and is not tolerated. Consistent with this commitment, the Agency is committed to the elimination of alcohol and drug misuse in the workplace in compliance with the Drug-Free Workplace Act.

7.7.1 Assistance Available: WSA will assist and support employees who voluntarily seek help for drug or alcohol addiction before becoming subject to discipline or termination under this or other WSA policies. Employees voluntarily seeking help under this policy will be allowed to use accrued unused paid time off, be placed on a leave of absence, referred to treatment providers, and otherwise accommodated as required by law.

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7.7.2 Follow-up: Employees may be required to document that they are successfully following prescribed treatment and to take and pass follow-up tests if holding positions that are safety-sensitive or require driving, or if they have violated this policy previously.

7.7.3 Voluntarily Seeking Help: If a drug test has been initiated under this policy before an employee voluntarily seeks help for addiction, unless otherwise required by law, the employee will have forfeited the opportunity to be granted a leave of absence for treatment, and will face possible discipline, up to and including discharge.

7.7.4 Fitness for Duty Required: Employees must report to work fit for duty and free of any adverse effects of illegal drugs or alcohol. This policy does not prohibit the lawful use and possession of prescribed medications. Employees must, however, consult with their doctors regarding any medications' effect on fitness for duty and ability to work safely, and must promptly disclose any work restrictions to Human Resources.

7.7.5 Workplace Rules: Employees who are working, operating the WSA Vehicle, on WSA premises, or conducting Agency-related work offsite, are prohibited from:

- Using, possessing, buying, selling, manufacturing, or dispensing an illegal drug (to include possession of drug paraphernalia).
- Being under the influence of alcohol or an illegal drug as defined in this policy.
- Possessing or consuming alcohol.

The presence of any detectable amount of any illegal drug, illegal controlled substance, or alcohol in an employee's body system, while performing Agency business or while in a WSA facility, is prohibited.

Employees are not allowed to perform job duties while taking prescribed drugs that adversely affect the ability to perform job duties safely and effectively. Employees taking a prescribed medication must carry it in a container labeled by a licensed pharmacist or be prepared to produce the container if asked.

7.7.6 Notification to Law Enforcement: Any illegal drugs or drug paraphernalia will be turned over to an appropriate law enforcement agency and may result in criminal prosecution.

7.7.7 Drug and Alcohol Testing: Job applicants and current employees may be requested or required to submit to drug and alcohol testing.

- **Pre-Employment Testing:** All job applicants receiving an offer of employment are subject to drug and alcohol testing. All offers of employment with WSA are conditioned on the applicant submitting to and successfully completing and passing a drug and alcohol test as described in this policy. Refusal to submit to testing will result in disqualification of further employment consideration.
- **Reasonable Suspicion:** Employees are subject to testing based on, but not limited to, observations of apparent workplace use, possession, or impairment by at least two

members of management. Human Resources will be consulted before sending an employee for testing. Members of management must document specific observations and behaviors that create a reasonable suspicion that an employee is under the influence of illegal drugs or alcohol, including for example: odors (smell of alcohol, body odor, or urine), movements (unsteady, fidgety, dizzy), eyes (dilated, constricted or watery eyes, or involuntary eye movements), face (flushed, sweating, confused, or blank look), speech (slurred, slow, distracted mid-thought, inability to verbalize thoughts), emotions (argumentative, agitated, irritable, drowsy), actions (yawning, twitching), and/or inactions (sleeping, unconscious, no reaction to questions).

- When reasonable suspicion testing is warranted, both management and Human Resources will meet with the employee to explain the observations and will be required to undergo a drug and/or alcohol test within two hours. Refusal by an employee will be treated as a positive drug test result and will result in immediate termination of employment.
- Under no circumstances will the employee be allowed to drive to the testing facility. Human Resources or a member of management will arrange for transportation.
- **Post-Accident Testing:** Employees are subject to testing when they cause or contribute to accidents that seriously damage WSA property, including but not limited to any work-related accident or injury when an employee is operating a motorized vehicle, or that result in an injury to themselves or anyone else that requires offsite medical attention. Testing by the Agency must occur within two hours or sooner. Refusal by an employee will be treated as a positive test result and will result in immediate termination of employment.
 - Under no circumstances will the employee be allowed to drive to the testing facility. Human Resources or a member of management will arrange for transportation.
- **Random Testing:** The Agency reserves the right to conduct random drug testing.

7.7.8 Testing Procedures: All drug and alcohol testing under this policy will be conducted by an independent WSA-designated state-licensed testing facility that will use federally approved alcohol testing procedures. The individual will be asked to provide written consent prior to testing. Refusal to submit to drug testing will result in immediate termination of employment.

- Any employee who is seriously injured and cannot provide a specimen at the time of an accident must provide the necessary authorization for obtaining hospital records and other documents that would indicate whether there were controlled substances in the employee's system. Failure to provide the necessary authorization may result in discipline, up to and including termination.
- WSA will pay the full cost of the test under this policy.

- Employees will be paid the employee's regular rate of pay for time spent in alcohol or drug testing. Employees suspected of working while under the influence of illegal drugs or alcohol will be suspended without pay until the Agency receives the test results and any other information the Agency may require in order to make an appropriate determination. A date and time will be scheduled to discuss the results of the test with a member of management and Human Resources. Should the results prove to be negative, the employee will receive back pay for the times/days of suspension.
- Individuals receiving positive results will be given a reasonable opportunity to rebut or explain the results and may request to have a split specimen sent to another federally certified laboratory to be tested at the applicant's or employee's own expense. Such requests must be made within 72 hours of notice of test results.

7.7.9 Consequences:

- Employees who refuse to cooperate in required tests or who use, possess, buy, sell, manufacture, or dispense alcohol or an illegal drug in violation of this policy will be terminated.
- Employees testing positive will be subject to discipline, up to and including immediate termination of employment.
- Depending on the circumstances, including the employee's work history/record, and any state law requirements, the Agency may offer an employee who violates this policy or tests positive the opportunity to return to work on a last-chance basis pursuant to mutually agreeable terms. The Agency may institute follow-up drug testing at times and frequencies determined by the Agency for a minimum of one year but not more than two years as well as a waiver of the right to contest any termination resulting from a subsequent positive test. If the employee either does not complete the rehabilitation program or tests positive after completing the rehabilitation program, the employee will be immediately terminated.
- Employees who refuse to submit to required testing will be subject to discipline, up to and including immediate termination of employment.

7.7.10 Confidentiality: Information and records relating to positive tests results, drug and alcohol dependencies, and medical examinations will be kept confidential to the extent required by law and maintained in secure files separate from personnel files. Such records and information may be disclosed among members of management on a need-to-know basis and may also be disclosed when relevant to a grievance, charge, claim, or other legal proceeding initiated by or on behalf of an employee or applicant. Law enforcement may be notified if criminal activity is suspected.

7.7.11 Inspections: WSA reserves the right to inspect all premises for substances or materials in violation of this policy. All employees, contractors, and visitors may be asked to cooperate in inspections of their persons, work areas, and property (including, but not limited to clothing, desks, file drawers, bookcases, lunch boxes, bags, and vehicles). Employees have no expectation of privacy while on WSA premises, except in restrooms or other such locations with an expectation of privacy. Employees who possess anything

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in violation of this policy or who refuse to cooperate in an inspection are subject to discipline, up to and including termination.

7.7.12 Crimes Involving Drugs: WSA does not desire to intrude into the private lives of employees but since employees' off-the-job involvement with drugs and alcohol may have an impact on the workplace, the Agency reserves the right to take appropriate disciplinary action for drug use, sale, or distribution while off Agency premises. All employees who are convicted of, plead guilty to, or are sentenced for a crime involving illegal drugs must report the conviction, plea, or sentence to Human Resources within five days. Failure to comply will result in automatic termination. Cooperation in complying may result in suspension without pay to allow management to review the nature of the charges and the employee's past record with WSA.

7.8 POLITICAL ACTIVITIES

Employees engaging in political activities agree to do so solely on their own behalf and not on WSA's behalf or time, or with the use of any of Agency's funds, assets, or other company resources. Employees may not use any of the Agency's funds, assets, or other Agency resources to directly or indirectly support political candidates, parties, lobbyists, political action committees ("PACs"), or 527 organizations.

7.8.1 No Use of Agency Resources: Employees may make personal political contributions and participate in political activities of their own choosing during non-work hours, provided that such contributions and activities only occur in an individual and private capacity and not on WSA's behalf or time, or while using any other Agency resources. WSA will not reimburse any employee in any way for time or funds used for personal political contributions or activities.

Employees may not represent WSA on policy issues except when it is part of their jobs to do so. Accordingly, if an employee personally participates in the political process, that employee may not implicitly or explicitly suggest or give the appearance in any way that the employee's personal view or position is one that is held or supported by the Agency including but not limited to:

- Using WSA's stationery, email, telephones, computers, printers, or copiers in connection with an employee's personal political activities.
- Providing political candidates or organizations with access to WSA's mailing lists, customer lists, employee lists, office space, telephones, computers, printers, copiers, or other Agency resources.
- Posting a hyperlink to a political candidate's or an organization's website, social media, or email account on a website, social media, or email account owned or operated by the Agency.

Employees may not allow the employee's employment by WSA to be used in support of or against any political candidate, issue, or cause.

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7.8.2 No Impact on Employment Decisions: An employee's personal, lawful political contributions, and decisions not to make political contributions will not influence an employee's compensation, job security, or opportunities for advancement at WSA.

7.9 SOCIAL MEDIA AND BLOGGING POLICY

In general, WSA views websites, blogs, and other information published on mediums accessible by the public by its employees positively, and it respects the right of employees to use them as a medium of self-expression. All WSA equipment, including computers and electronic systems, is subject to this policy.

7.9.1 Guidelines: If employees choose to identify themselves as a WSA employee or to discuss matters related to WSA, they should bear in mind that although the information they publish will generally be viewed as a medium of personal expression, some readers may nonetheless view the employee as a spokesperson for the WSA. In light of this possibility the following guidelines must be followed:

- Comply with WSA's policies when engaging in online activity, including but not limited to WSA's anti-harassment and anti-discrimination policies. All WSA policies remain in full force and effect when employees choose to publish on social media. If the employee's social media activity would violate any of the Agency's policies in another forum, it will also violate them in an online forum. For example, employees are prohibited from using social media to violate WSA's policies, including but not limited to technology use, communications systems, confidentiality and proprietary rights, ethics and standards of conduct, harassment, discrimination, privacy, or other laws or ethical standards.
- The state of Texas and federal government prohibits all WSA employees from using the video-sharing application TikTok on devices used for Agency-related business. For more information on prohibited technologies, see the Prohibited Technologies, Section 7.14.
- Personal social media activity is not permitted during work hours except during nonworking time such as rests and meal breaks unless otherwise protected or required by law. See Lunch Periods and Breaks, Section 7.2.
- Information and communications that an employee publishes on personal online sites should never be attributed to WSA or appear to be endorsed by, or to have originated from, WSA.
- Employees are never to identify a client in an online posting, unless approved by executive management as part of the employee's job duties. Employees are to respect the privacy of WSA's clients. In no case is any personally identifiable information ("PII") to be published online. See the Personally Identifiable Information, Section 7.21.
- Employees are prohibited from using WSA-owned equipment or systems for personal social media activity.

- Employees are prohibited from making defamatory, libelous, slanderous, obscene, threatening, or harassing comments when discussing the WSA, supervisors, co-workers, partners, and clients.
- Employees are prohibited from providing references or recommendations for WSA partners, contractors, Board members, officers or clients on social or professional networking sites in any way that represents or appears to represent WSA's opinion.
- Employees are personally responsible and liable for the employee's personal social media communications. Employees must make it clear in personal social media activity that the employee is speaking on the employee's own behalf. If the employee discloses an affiliation as an employee of WSA, the employee must include a clear and conspicuous disclosure about the employee's relationship with WSA and a disclaimer that the employee's views do not represent those of WSA. For example, consider such language as "the views in this posting reflect my personal views and do not represent the views of my employer."
- Since the information employees publish is accessible by the general public, the WSA hopes their comments will be truthful to and about the WSA, its employees, clients, partners, affiliates, and others as the WSA itself endeavors to be.
- WSA restricts employees' use and disclosure of the Agency's trade secrets, confidential information, and intellectual property. See the Confidential Information, Section 7.11. Do not do anything to jeopardize or unwittingly disclose sensitive materials through social media. Respect laws regarding copyrights, trademarks, and other third-party rights, terms of use on social media sites.
- Supervisors must not seek out social media communication by direct reports. No employee is required to accept any social media requests from anyone at WSA.

7.9.2 Business Use of Social Media: Employees who are required to use social media as part of the employee's job duties for WSA's marketing, public relations, recruitment, communications, or other business purposes, should consult with a direct supervisor regarding business use of social media. Note that WSA owns all social media accounts used on behalf of the Agency or otherwise for business purposes, including all log-in information, passwords, and content associated with each account, such as followers and contacts. The Agency owns all such information and content regardless of the employee that opens the account or uses it and will retain all such information and content regardless of separation of any employee from employment with WSA. Use good judgment about posting on social media and strive for accurate communications.

Any employee, whether or not authorized for business use of social media, contacted for comment about WSA for publication, including in any social media outlet, is required to direct the inquiry to the Director of Public and Government Relations and may not respond without written approval.

7.9.3 Employee Liability: The employee is personally liable for all communications and information the employee publishes online using WSA property. The use of the WSA assets, an Agency e-mail address or any e-mail address that can be traced back to WSA's domain, which generally is any internet address affiliated with the Agency, to communicate via social media could have legal consequences for the employee or the Board. Using the employee's name or title or a WSA e-mail address may imply that the

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employee is acting on the Agency's behalf. Because social media and networking activities are public, the employee's work e-mail address and the Agency's assets should be used only to perform job-related activities, which may include professional networking, but do not include personal social networking.

7.9.4 No Expectation of Privacy: WSA has a right to monitor an employee's activities using the organization's resources. An employee will have no expectation of privacy when using Agency resources.

7.9.5 Disciplinary Action: Breach of this and other related policies may result in disciplinary action, up to and including termination of employment.

This policy is not intended to restrict communications or actions protected or required by state or federal law.

7.10 MEETINGS AND OPEN WORKSPACE AREAS

7.10.1 Attendance at Meetings: Employees are required to attend mandatory staff development sessions, staff meetings, or other meetings.

7.10.2 Open Workspace Areas: Special considerations for employees working in open workspace areas:

- When possible, use headphones rather than speakerphones.
- Keep meetings with visitors brief and to a minimum.
- Utilize conference room, team room, or a vacant office for longer meetings with two or more attendees.

7.11 CONFIDENTIAL INFORMATION

WSA is committed to conducting its business in an open and forthright manner. As part of this commitment, we regularly inform our customers, the community, and other concerned groups about certain aspects of our operations. At the same time, we are entrusted with maintaining the confidentiality of important information about Agency customers, contractors, our employees, and proprietary information about Agency plans, procurements, and systems.

7.11.1 Employee Obligations: While employed at WSA, employees may have access to information about customers, operations, plans, or other employees. Employees must be alert to the sensitivity of this information and protect against its unauthorized or inappropriate disclosure, both on and off the job and during and after employment with WSA. A seemingly innocent remark or a careless action may cause WSA to suffer a loss in employee and public confidence and may also have legal implications. Employees are prohibited from making copies of non-public Agency documents, records, or files without authorization from the employee's Director.

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7.11.2 Definition of Confidential Information: WSA's confidential information includes, but is not limited to, the following: all non-public electronic data, contacts information (including but not limited to Board Member and Officer contact information), and employee personal identifying information, client lists and client personal identifying information, and non-public information that includes any information that has not previously been released to the public by WSA through a press release.

7.11.3 Required Procedures: Employees must be knowledgeable of and carefully follow all procedures related to:

- Use of computer hardware and software and the safeguarding of computer information.
- Proper storage, reproduction, distribution, and disposal of WSA information.
- The appropriate release of privileged information about WSA and its customers.
- Encryption of documents sent via email containing personal identity data, such as Social Security numbers, addresses, phone numbers, and dates of birth.

7.11.4 CEO Approval Required: The CEO must authorize/approve all communication of Confidential Information in advance, whether oral or written.

7.11.5 Disciplinary Action: Employees violating this policy are subject to disciplinary action, up to and including termination of employment.

This policy is not intended to restrict employees' communications or actions that are protected or required by state or federal law.

7.12 AGENCY EQUIPMENT AND RESOURCES

WSA provides resources for performing the Agency's work. These resources include but are not limited to office furnishings and supplies, e-mail, voicemail, mail and printing services, and technology such as telephones, fax machines, copiers, cell phones, and computers.

Theft, attempted theft, defacement, destruction, and unauthorized use of WSA's resources for personal use are prohibited. Agency resources and assets may not be removed from the workplace unless authorized as part of an employee's job functions.

Employees must handle all WSA property with care. Employees are responsible for WSA resources issued during employment. This includes, but is not limited to, building keys, laptops, credit cards, phones, calling cards, and any other Agency property.

False or misleading entries and alterations to WSA's resources including but not limited to books and documents are strictly prohibited.

At termination of employment, employees are required to return all Agency property in the employee's possession. If the employee fails to return Agency property at the time of termination, the employee will be required to reimburse WSA for the reasonable value of the property.

7.13 USE OF COMPUTER RESOURCES

Computer resources and data used in performing job tasks include computer hardware and software, information about customers and employees, and competitive and strategic data. All employees must handle these resources and data with respect and care.

7.13.1 WSA follows all state and local agency policies governing the use of its computer systems and networks. Employees are expected to read, understand, and follow all policies posted on the shared drive, including but not limited to:

- ADM 32, C1, Fraud Policy, ADM 33, Remote Desktop Support Policy;
- ADM 37, Information Technology and Security Acceptable Usage Policy;
- MIS 02 and MIS 02, Change 2, Access and Security in the Workforce Information System of Texas (TWIST), Work In Texas, and other State and/or Local Network Systems;
- MR 306, Security of Personal Identity Data;
- Memorandum of Record #334, Prevention and Detection of Fraud, Waste, Theft, and Program Abuse; and
- MIS 03, Monitoring the Use of Encrypting Documents

7.13.2 Information System Security Agreement: Upon hire and annually, managers will present the TWC Information System Security Agreement to employees, who are required to review and agree to the provisions in a timely manner.

7.13.3 Employee Responsibilities: Each employee with access to computer resources and data is responsible for protecting them. Employees must have knowledge of and carefully follow procedures related to the proper use, including, but not limited to, the following:

- Employees may not add software, hardware, and computer configurations, or attempt to repair computers or the computer network without express permission of the IT Director.
- Computer resources and data entrusted to employees are to be used only for their intended business purpose and may not be used for personal or non-Agency purposes.
- Employees must understand the classification(s) of information used in performing the employee's job and take appropriate steps to safeguard that information in all forms and at all times.
- Employees must keep computer usernames and passwords confidential and in a secure place. Do not share usernames or passwords with others, other than upon request by IT or the employee's supervisor. Change the password and notify IT immediately if security is breached.
- Entering or maintaining personal information in the WSA computer system is prohibited.

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- USB devices (thumb drives) may not be used on any WSA hardware absent express permission by the IT Director.
- When establishing passwords, employees must provide those passwords to their direct supervisor to access in the employee's absence.

7.13.4 WSA Right to Access Information: WSA may monitor all use of its technology for a variety of reasons, including the need to retrieve business information, route messages, troubleshoot hardware and software problems, prevent system misuse, assure compliance with software distribution policies, comply with legal and regulatory requests for information, and protect trade secrets.

Anything an employee does on a WSA computer is subject to monitoring or review. Employees have no expectation of privacy in any computer-related activities, and WSA conducts periodic reviews of computer activities, including email and files stored on the system.

All technology hardware, software, and the computer network system are WSA property and are to be used in accordance with WSA policy. Although employees who use WSA's technology ("Users") have their own individual access codes to these systems, these systems are accessible at all times by the System Administrator. Passwords do not ensure privacy.

By placing information on these systems, Users grant WSA the right to edit, delete, copy, republish, and distribute such information. Data created or stored on the WSA system is not the private property of any User. Please note that even when the User or recipient erases data, it may be possible to recover the data.

Users have no expectation of privacy with respect to any information residing on WSA hardware, software, or other WSA property. At all times, the WSA retains the right in its sole discretion to access and search all directories, indexes, files, databases, e-mail messages, electronic transmissions, or any other electronically stored information contained in, stored in, or disseminated by WSA-owned computers, or other electronic systems, devices or storage media, or systems and devices designated for the Agency, without prior notice, for the purpose of ensuring compliance with all WSA policies including this policy. This right applies both during the employee's employment or User's relationship with the WSA and after the termination of employment or relationship.

7.13.5 Restrictions on Use of Technology: WSA technology is to be used primarily for business use and to communicate WSA announcements and information. Any conduct prohibited by WSA policy is prohibited when using WSA technology.

Users are prohibited from using WSA technology, including accessing the internet through WSA's computer network, in any way that may be disruptive or offensive to others, including, but not limited to, the transmission, receipt, or viewing of sexually explicit messages, cartoons, images, or sounds; profanity; ethnic or racial slurs; comments that ridicule a person because of their race, color, religion, creed, national origin or ancestry, ethnicity, sex (including pregnancy and sexual orientation), gender

(including gender nonconformity, gender identity, and status as a transgender individual), age, physical or mental disability, citizenship, past, current, or prospective service in the uniformed services, genetic information, protected hairstyle (including hair texture and natural hair types historically associated with race including but not limited to braids, locks, and twists), prior civil rights activity, or any other characteristic protected under applicable federal, state, or local law or anything else that may be construed as unlawful harassment or disparagement of others.

7.13.6 Protection of Confidential Information: Individuals must take all reasonable precautions to prevent unauthorized access to User accounts or any confidential or proprietary WSA, partner, or client information by others who do not have a right to know such information as a part of their job functions, both inside and outside of the WSA. Users should use complex passwords and change them frequently and must not disclose their passwords or other access codes for any reason except to authorized WSA personnel. Users should also be aware that any communication via e-mail that is delivered over the internet is not encrypted and may be intercepted, copied, and/or modified during transmission by a third party. As such, Users should not transmit any confidential or sensitive WSA and/or client information over the e-mail system if the transmission utilizes the Internet for delivery to the recipient.

Except for the WSA's right to retrieve and read any/all electronic mail messages, such communications should be treated as confidential by other Users and accessed only by the intended recipient. Users are not authorized to retrieve or read any e-mail or voicemail messages that are not sent to them, or to use unauthorized accounts, files, software, or other computer resources. Any exception to these guidelines must be approved by the User whose messages are being retrieved or read, the CEO, IT, or Human Resources.

Users must not use a code, access a file, or retrieve any stored information unless authorized to do so. Users should not attempt to gain access to another User's messages or files without permission from the CEO, IT, or Human Resources.

Users must not take any actions that would infect or harm WSA and/or client resources such as knowingly disseminating a computer virus.

7.13.7 Email Use: Email is WSA's property and may only be used for Agency purposes. The following rules apply:

- WSA expressly prohibits the use of email to transmit, receive, or forward lewd, offensive, discriminatory, inappropriate, or harassing messages.
- WSA reserves the right to monitor, review, and read any email at any time. Employees do not have a right of privacy in any work-related email whether created, received, or sent.
- For inter-office communications, employees are encouraged to use the shared drive as a means of sharing Agency documents, rather than sending the documents as email attachments.

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- Employees are discouraged from using the Reply to All feature when answering emails.
- Chain letters, broadcasting messages to a large number of individuals or lists of users, and other large distribution of personal messages interfere with the use of technology by other Users and are not allowed.
- The electronic mail system must not be used to send or receive copyrighted materials, trade secrets, proprietary information, or similar material without appropriate authorization.
- No e-mail or other electronic communications may be sent that hide the identity of the sender or represent the sender as someone else.

7.13.8 Internet Use: The following rules apply:

- Internet access is granted to employees by WSA and must be used to conduct Agency business only.
- Adjustments to the technical configuration of the Internet workstation are strictly prohibited.
- Any illegal activities—including piracy, cracking, extortion, blackmail, copyright infringement, and unauthorized access to any computers on the Internet or e-mail—are forbidden.
- Employees are prohibited from accessing websites for gaming or that contain offensive, obscene, sexually oriented, or discriminatory images, graphics, or other such materials.
- Users must not attempt to modify system configurations or account restrictions, or attempt to breach the computer security systems.
- Computer games may not be played on WSA systems at any time or on personal equipment during work hours or in work areas.
- If Internet usage problems arise, notify a director or IT for assistance.

7.13.9 Software Use: The following rules apply:

- Employees must use software in accordance with the license agreement. Information is available from the IT Department.
- Computer resources must be used within the restrictions of software access, license, and usage agreements. Users must not make or distribute unauthorized copies of copyrighted software. Users are not permitted to execute or install any software without prior authorization by IT.
- Employees who become aware of software/product misuse must notify the Director.

7.14 CELL PHONES

WSA provides cell phones and service to employees to assist in the performance of their jobs on an as-needed basis. Cell phones are intended for official use. The following guidelines apply to the use of Agency-issued cell phones:

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- Phone plans are purchased for the benefit of the Agency and are not intended for regular personal use by the employee.
- Occasional personal use of cell phones is permitted, but excessive unauthorized personal use may result in disciplinary action.
- WSA reserves the right to audit for personal usage outside of cellphone plans and seek reimbursement. Employees have no expectation of privacy when using WSA-provided cell phones and service.
- Regardless of whether the cell phone is Agency-issued or personal, use any type of cameras on premises or on Agency business without the express consent of management is prohibited.
- Failure to follow this policy may result in loss of phone privileges and may include disciplinary action up to and including termination of employment.

7.14 PROHIBITED TECHNOLOGIES

The Agency prohibits employees from using software and hardware products with security concerns as directed by the state (“Prohibited Technologies”) and may be required to remove additional Prohibited Technologies added to the Texas Department of Information Resources (DIR) Prohibited Technology list.

In addition, the federal government has determined that due to “an unacceptable level of risk” to national security, the presence or use of the social networking service TikTok on any information technology (IT) used in the performance of a government contract is prohibited. This prohibition also applies to any “successor application” developed by TikTok owner and operator ByteDance. WSA prohibits the installation or use of TikTok or ByteDance applications on any IT system or device used for any work purpose. Such use includes, but is not limited to, email, phone calls and virtual meetings.

Prohibited Technologies have been removed any prohibited applications from Agency equipment and blocked the future download of these applications. Should an employee discover the presence of a prohibited application on WSA property , the employee should immediately notify the IT department.

All Agency employees are responsible for complying with the terms and conditions of this policy. This policy also applies to all visitors to the Agency.

Except where exceptions approved by the CEO apply, the installation, access, use, or download of Prohibited Technologies, including but not limited applications or websites, is prohibited on all state-owned devices, including but not limited to cell phones, tablets, desktop and laptop computers, and other internet capable devices. Employees may not access “app stores” or non-authorized software repositories and may not install unauthorized applications.

All employees must sign a document annually confirming their understanding of this policy.

Compliance with this policy will be verified through various methods, including but not limited to, IT/security system reports and feedback to Agency leadership.

Exceptions to this policy must be approved by the CEO and will only be considered when the use of Prohibited Technologies is required for a specific business need, such as enabling criminal or civil investigations or for sharing of information to the public during an emergency. For personal devices used for state business, exceptions will be limited to extenuating circumstances and only granted for a pre-defined period of time. To the extent practicable, exception-based use will only be performed on devices that are not used for other state business and on non-state networks. Cameras and microphones must be disabled on devices for exception-based use.

An employee found to have violated this policy may be subject to disciplinary action, including termination of employment.

Employees with questions about Prohibited Technologies must consult with IT.

7.14.1 Sensitive Locations: Agency-designated “Sensitive Locations” are designated for employees who need to discuss confidential or sensitive information, including information technology configurations, criminal justice information, financial data, personally identifiable data, sensitive personal information, or any data protected by federal or state law.

7.14.2 Personal Devices: This policy includes personal devices that are used by employees performing services in connection with a federal contract. These employees must delete all TikTok applications from their personal devices if the devices are in any way used in the performance of work on a government contract. Should evidence of the presence or use of TikTok or ByteDance applications be discovered on a personal device the employee uses for work on a government contract, the employee will be required to delete the application(s) immediately. Continued violations of this policy will result in disciplinary action.

Personal devices such as personal cell phones, tablets, or laptops may not enter Sensitive Locations, including any electronic meeting labeled as a Sensitive Location. Personal devices may be used in areas not designated as Sensitive Locations. Public meetings and public areas are not designated as Sensitive Locations.

Employees are prohibited from using personal devices to conduct business related to TWC programs, including accessing any state or board-owned data, applications, nonpublic facing communications, and email accounts. State business includes accessing any state-owned data, applications, email accounts, non-public facing communications, state email, VoIP, SMS, video conferencing, CAPPS, Texas.gov, state technology infrastructure, and any other state databases or applications.

7.15 PERSONNEL INFORMATION

To ensure that personnel files are kept current at all times, employees must provide Human Resources with any changes, in writing, regarding their name, home address, telephone number, cell phone number, marital status, changes in beneficiary designations.

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7.16 REFERENCES

Only Human Resources may provide references for employees. All requests for employee information or references must be referred to Human Resources. Information provided for references will be limited to dates of employment and position(s) held while employed.

7.17 PERSONAL TELEPHONE CALLS

WSA allows its employees the privilege of making and receiving limited necessary personal phone calls while on Agency time. When necessary for employees to make or receive personal phone calls at work, the calls should be reasonable in length and of reasonable frequency.

7.18 VISITORS IN THE WORKPLACE

To maintain security and reduce unnecessary interruptions in the workplace, WSA prohibits personal visits without permission. If a family member, vendor, friend, or business associate needs to briefly visit the work area, arrange prior approval from a supervisor and avoid staff interruptions. Children are not permitted in WSA offices or worksites. Do not allow visitors to wander freely around the department or workplace.

All visitors must be accompanied by staff while in WSA offices. All visitors must sign in with the receptionist and wear a visitor badge. All visitors are subject to WSA's Solicitation and Distribution Policy.

7.19 SOLICITATION AND DISTRIBUTION

In order to maintain and promote safe and efficient operations, employee discipline, and an attractive clutter-free workplace, and to minimize non-work-related activities that could interfere with customer satisfaction, product quality, and teamwork. WSA prohibits solicitation and distribution of literature during employees' working time. Working time includes any time in which employees are engaged in or required to be performing work tasks. Working time excludes times when employees are properly not engaged in performing work tasks, including break periods and mealtimes.

Employees may not solicit other employees during working time; distribute literature during working time; distribute literature at any time in working areas; use Agency property such as telephones, computers, smartphones, email systems, and intranets to solicit other employees; use Agency property such as scanners, printers, copy machines to produce literature or inter-departmental mail, mailboxes, working area bulletin boards to distribute literature. Working areas include areas controlled by WSA where employees are performing work, excluding, for example, cafeterias, break rooms, and parking lots.

The sole exceptions to this policy are for solicitations and distributions related to charitable activities approved by the CEO.

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Solicitation means, for example, approaching someone in person or through employer-owned property such as computers, smartphones, email systems, and intranets for offering anything for sale, asking for donations, collecting funds or pledges, seeking to promote, encourage or discourage participation in or support for any organization, activity or event, or membership in any organization, or distributing or delivering membership cards or applications for any organization.

Distribution means, for example, disseminating or delivering in person or through Agency property such as bulletin boards, computers, smartphones, emails, and intranets any literature or other materials including circulars, notices, papers, leaflets or other printed, written or electronic matter.

Employees who violate any provision of this policy may be subject to discipline, up to and including termination of employment.

This policy is not intended to restrict communications or actions protected or required by state or federal law.

7.20 USE OF AGENCY-OWNED OR LEASED VEHICLES AND DRIVING FOR AGENCY BUSINESS

WSA may provide a vehicle, owned or leased, for Agency business (“Vehicle”). Only full-time employees are permitted to drive the Vehicle. Temporary employees are prohibited from driving the Agency Vehicle, except with express prior permission from the CEO.

7.20.1 Use of Agency Vehicle: Employees driving the Vehicle must adhere to this policy, including the following:

- Employees must present valid Texas drivers’ licenses and proof of liability insurance to Fiscal or Fiscal’s designee and be free of any issues with driver’s license, driving record, and auto insurance at the time of checkout.
- See Reporting Requirements, Section 7.20.5, for reporting any conditions that affect an employee’s ability to drive the Vehicle.
- Employees who drive on behalf of the Agency are subject to a satisfactory annual Motor Vehicle Records check.
- Personal use of Vehicles is strictly prohibited.
- Bona fide Agency guests may be passengers in the Vehicle. No family members may drive or be passengers in the Vehicle.
- WSA may provide a credit card to be used for payment of gas and emergency services only. Use of the credit card for other purposes will result in disciplinary action, up to and including termination.
- Employees are required to fill the gas tank on the Vehicle using the WSA credit card, if the reading is below half a tank when returning the Vehicle. Employees are permitted to use the credit card for a car wash for the Vehicle if necessary.
- Employees may not take the Vehicle home overnight.
- When returning the Vehicle to the garage, employees must note the garage level to which the car is being returned and whether the location is on the ascending or descending level on the log form.

- 7.20.2 Rather than using a personal vehicle, employees must first check the availability of the Vehicle before planning travel and are expected to use a Vehicle when it is available. Failure to use the Vehicle when it is available may result in non-reimbursement for business travel. Requests for exceptions to this policy to use a personal vehicle when the Vehicle is available must be made in writing to the CEO or the CEO's designee prior to travel. See Travel Expenses, Section 3.6 for more information.
- 7.20.3 Employees traveling outside Bexar County or when conducting investigations, such as for the Fraud Investigator, will be given priority use of Vehicles.
- 7.20.4 **Driver's Responsibilities:** When an employee drives a vehicle for Agency business, whether personal, the Agency Vehicle, or a leased/rented vehicle, the employee is responsible for complying with the following:
- Drive in a safe, courteous, and defensive manner. Hands-free operation of cell phones, when driving, is allowed only when in compliance with applicable law. Texting, tweeting, gaming, and accessing social media while driving is prohibited. Putting on makeup and other personal tasks also are prohibited while driving.
 - Take reasonable precautions to ensure that the vehicle is accounted for and protected from damage, loss, unreasonable deterioration, and theft. Walk around the vehicle before and after the trip to note and report any changes to the exterior appearance of the vehicle and to tire condition. Report warning lights that come on during the trip or any changes in how the vehicle operates.
 - At all times, use seatbelts or other available restraints and require occupants to do so, in accordance with Texas law. The number of passengers may not exceed the number of seatbelts in the vehicle.
 - Smoking is prohibited in an Agency vehicle (owned, leased, or rented) and is also prohibited in personal vehicles if Agency employees or guests are present.
 - Eating and drinking beverages is not allowed in an Agency vehicle. Employees must park in a safe place to eat. Alcoholic beverages are never permitted in the Agency vehicle. Employees must dispose of all accumulated trash and ensure the Vehicle is in the same condition when it was checked out before returning the car.
 - Drive the vehicle at legal speeds, appropriate for traffic, weather, road conditions, and in accordance with any signage.
 - Employees are responsible for all fines or traffic violations arising from the use of a vehicle while on Agency business.
 - Take the most direct and practical route to and from the intended destination while conducting Agency business.
 - Immediately report any accident, even if it is minor, that occurs while on Agency business or in an Agency Vehicle to a direct supervisor; call the police on all accidents, and obtain a copy of the police report.
 - Illegal substances, alcohol, weapons, and other contraband are prohibited from being stored, transported, placed, or used in a vehicle while on Agency business.
 - Employees will not permit unauthorized individuals to ride in or operate the Agency Vehicle at any time and leased/rented vehicles on Agency business.

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7.20.5 Reporting Requirements: Employees must immediately report any problems with the employee’s driving record, insurance, or license to Human Resources before driving on Agency business. Employees must immediately report the following:

- Revocation or suspension of driving license, or other conditions on the employee’s ability to drive.
- Termination, expiration, or suspension of auto insurance.
- Arrest or conviction (including deferred adjudication) related to operating a vehicle while under the influence of alcohol, an illegal substance, or controlled substance.

7.21 PERSONALLY IDENTIFIABLE INFORMATION (PII)

As a workforce entity, WSA and state and local partners handle a vast amount of information about clients that can be damaging if disclosed to the wrong individual or misused by staff. Personally Identifiable Information or Sensitive Personal Information (PII) is any information pertaining to an individual that can be used to distinguish or trace a person’s identity, on its own, or in combination with other information that is linkable to an individual. PII is collected on current and prospective registrants and participants, past participants, employees, and Board members. Prospective and current participants in WSA youth programs also require additional consideration and special handling.

The table below provides examples of different types of PII. Please note that the list is not exhaustive and is not intended to cover every possible example.

Examples of PII that may require legal notification of breach	Examples of Other Protected PII that is considered Sensitive / Confidential	Examples of Other PII with the potential for misuse
Social Security Numbers	Educational records	Date of birth
Driver’s license numbers	Grades, transcripts, schedules	User credentials
Financial account information	Personal financial information (not including account information)	Last 4 of SSN
Credit card number	Employment records	Student ID numbers

WSA and its partners may collect PII in paper, electronic records, and in oral communications, as well as aggregated in an electronic format (i.e. databases, spreadsheets, tables, SharePoint). When PII is collected, the following considerations must be made:

- In general, WSA requires that all legal requirements be followed in collection, use, disclosure, transmission, storage, and disposal of PII.
- Appropriate safeguards must exist to protect against inappropriate access, use, disclosure, or transmission of PII. These safeguards include, but are not limited to, storing

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paper records in a secured location, keeping laptops secured when away from a desk (WSA), and encrypting data prior to transmission via e-mail. WSA will monitor initiatives, subgrantees, and vendors to ensure that appropriate safeguards are in place.

- Collection of PII should be conducted in such a way as to minimize the potential for exposure. Collected PII should be appropriate for the intended purposes. PII should not be aggregated, unless necessary and then only for the business purposes needed.
- Access to PII is based on the principle of “need to know.” Individuals accessing PII must be permitted to do so by law or regulation and must have a legitimate “need to know” the information. The authorization to access PII is specific to that need. In other words, an intake specialist may need to know an individual’s date of birth in order to determine program eligibility and can access the information that enables the specialist to know that specific information.
- Disclosure to third parties may only occur as required law or regulation. WSA has established that access to PII is limited to such information as may be needed to fulfill the request.
- All staff will be trained in PII disclosure.

WSA must ensure that these guidelines are followed by all employees, contractors, vendors, and volunteers.

Any breaches, real or potential, must be reported immediately. Examples of data breach include misplacing a participant file, loss of a laptop, mobile device, or removable media (i.e. flash drive), accidental e-mail of PII, virus, or malware attack on a computer containing PII.

WSA will conduct a thorough investigation of a breach.

Employees who are found to be in violation of this policy may be subject to disciplinary action as deemed appropriate based on the facts and circumstances of the violation.

SECTION VIII - RULES OF CONDUCT AND DISCIPLINARY PROCESS

8.1 EXPECTATIONS FOR EMPLOYEE BEHAVIOR

WSA maintains rules regarding employee behavior that are necessary for the efficient operation of the Agency and for the benefit and safety of all employees. Using WSA's resources inappropriately, impeding the providing of Agency services, or interfering with operations will not be tolerated.

Each employee must maintain the highest standards of performance and conduct. When dealing with clients, business contacts, other employees, contractors, vendors and suppliers, Agency employees must comply with the highest ethical, regulatory, and business standards. Employees with questions about this policy must discuss the matter with a manager or Human Resources.

8.1.1 Compliance with Professional and Regulatory Standards: Employees are hired with the expectations that they are not only qualified for their positions but that they will undertake the initiative and effort to maintain the necessary skills and qualifications for the position.

8.1.2 Employee Responsibilities: Each employee has the following responsibilities:

- Adherence to the highest professional and ethical standards.
- Acquiring and maintaining any required licenses, continuing education, and certifications.
- Learning, understanding, and applying any current or new standards, rules, regulations, or laws applicable to the position.
- Although WSA may from time to time conduct staff and informational meetings, employees are responsible for and will be held accountable for knowing and complying with all applicable standards and requirements applicable to their jobs.

8.1.3 Expected Conduct: Employees are expected to conduct themselves in a manner that promotes the Agency's mission. Such conduct includes but is not limited to:

- Report to work punctually as scheduled and being at the proper work location, ready for work, at the beginning of the scheduled workday.
- Give proper advance notice when unable to work or report on time.
- Comply with all WSA safety and security regulations.
- Wear clothing appropriate for the work being performed.
- Maintain the workplace and work area in a clean and orderly manner to foster workplace safety.
- Exhibit a professional manner both within the Agency and to the general public.
- Refrain from behavior or conduct in violation of harassment or workplace violence policies, including but not limited to name calling; demeaning jokes; taking credit for another's work or ideas; refusing to communicate or speak with another co-worker; offensive verbal, visual, or physical contact; invading another's privacy or

personal space; blaming others for the employee's mistakes; gossiping; and bullying.

- Perform assigned tasks efficiently and in accordance with quality standards set by WSA.
- Report to management suspicious, unethical, or illegal conduct of fellow employees, customers, or visitors.

8.2 STANDARDS OF CONDUCT

These standards of conduct are necessary to protect the health and safety of employees and others, to maintain operational efficiency, and to protect WSA's goodwill, reputation, and property.

8.2.1 Examples of Misconduct: No list of infractions is exhaustive. However, the following list includes examples of behavior that are disruptive to the workplace and are grounds for disciplinary action. WSA reserves the right to interpret and apply these rules and guidelines and to determine, at its sole discretion, the degree of discipline to be issued to the employee for violating any rule or engaging in any other misconduct. WSA may consider the circumstances involved, the employee's overall work record with the Agency, and other pertinent factors.

Misconduct on Agency premises or on Agency business that will lead to disciplinary action, up to and including termination of employment include, but are not limited to, the following:

- a. Unauthorized removal, disclosure, or use of non-public information related to WSA's business, employees, clients, or partners.
- b. Excessive tardiness or absenteeism.
- c. The unlawful manufacture, distribution, possession, sale, or use of alcohol or a controlled substance(s) during working hours, on Agency premises, or on any work-related jobsite.
- d. Reporting to work under the influence of alcohol, drugs, or controlled substances without medical authorization.
- e. Threats of or theft, abuse, neglect, waste, defacement, or destruction of equipment, supplies, goods, or property belonging to WSA, a fellow employee, or others.
- f. Leaving an assigned work area or WSA premises during working hours without permission of a direct supervisor.
- g. Creating or contributing to unhealthy, unsanitary, or hazardous conditions which could cause harm to the employee, fellow employees, or others.
- h. Possession of firearms, explosives, knives, or other illegal weapons, or using an item as a weapon.
- i. Gambling in any form, including lotteries and games of chance.
- j. Violating safety rules or safety practices.
- k. Abusive conduct or language to fellow employees, supervisors, customers, or others.
- l. Fighting, threatening, intimidating, or endangering a fellow employee, supervisor, or others.

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- m. Insubordination without good reason such as refusing to follow a supervisor's instructions, to work overtime when required, to render assistance, including but not limited to providing an insolent response to a supervisor's instructions or delaying carrying out an assignment.
- n. Dishonesty or violation of business or ethical standards.
- o. Inability or unwillingness to perform essential duties of the job, with or without reasonable accommodation, as outlined in the job description.
- p. Carelessness, negligence, or other conduct which creates the risk of, or which causes injury to persons or to the property of the WSA, its clients, partners, employees, or others.
- q. Making false or malicious statements.
- r. Engaging in any form of harassment or intimidating conduct or behavior.
- s. Falsifying or altering any WSA record or report, including but not limited to an application for employment, time record, expense report, or providing misleading or fraudulent information to management orally or in written form.
- t. Illegal or unauthorized entrance onto WSA premises.
- u. Behavior, regardless of whether on the premises or elsewhere that, in the judgment of WSA, is indecent, immoral, or defames WSA.
- v. Sleeping on the job or not using work time productively.
- w. Abuse of lunch or other authorized breaks.
- x. Utilization of any of WSA's supplies, facilities, copiers, faxes, equipment, books, computers, or other assets for personal use.
- y. Making false or misleading entries into any of WSA's computers, records, books, files, employment documents, time records, payroll records, reimbursement forms, or other business-related papers.
- z. Making or receiving excessive personal telephone calls.
- aa. Engaging in any activity or business, which creates an actual or potential conflict of interest.
- bb. Failure to report to appropriate management any suspicious, unethical, or illegal conduct.
- cc. Breach of confidentiality policies.
- dd. Smoking or vaping in unauthorized locations.

8.3 DISCIPLINARY PROCESS

WSA disciplinary process is designed to provide a structured corrective action process to improve and prevent a recurrence of undesirable employee behavior. Nothing in this policy provides any contractual rights regarding employee discipline or counseling, nor should anything in this policy be read or construed as modifying or altering the employment-at-will relationship between WSA and the employee. At its sole discretion, WSA reserves the right to combine or skip steps depending on the facts of each situation and the nature of the offense. Some of the factors that will be considered are whether the offense is repeated despite coaching, counseling, or training; the employee's work record; and the impact of the conduct has on the organization.

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When issuing a written or final warning or during termination, supervisors will have a third person present, either Human Resources or another supervisor.

8.3.1 Investigatory Administrative Leave: An employee may be placed on paid or unpaid administrative leave during an investigation, depending on circumstances and at the sole discretion of WSA. The employee may elect to use PTO during this period. Pending the result of the investigation, the employee under investigation may be terminated.

8.3.2 Steps for Disciplinary Action: The steps for disciplinary action for infractions may include one or more, or a combination of, the following:

Documented Oral Warning (Counseling): Used when the supervisor identifies a behavioral issue and discusses it with the employee. The purpose of this step is to resolve problems quickly so further action is not necessary.

Written Warning: Used when an employee has committed an act or a series of acts that may lead to further disciplinary action.

Suspension and/or Final Warning: Used when conduct is serious or an employee has committed multiple or a series of acts subject to disciplinary action. When conduct is so problematic or harmful to the workplace, the most effective action may be the temporary removal of the employee from the workplace pending the results of an investigation. Depending on the seriousness of the infraction, the employee may be suspended with or without pay in full-day increments, in the Agency's sole discretion. Non-exempt employees may not use accrued unused leave in lieu of an unpaid suspension.

Termination: Generally, WSA will try to use the steps above before proceeding to termination. However, WSA may combine or skip steps and proceed with immediate termination depending on the circumstances, such as when an employee has engaged in misconduct, illegal behavior, acts of violence, repeated violations of policy or procedure, or failure to perform job duties.

8.3.3 Ineligibility for Pay Increases and Bonuses: When an employee is subject to administrative leave, suspension, or written warning, suspension, or final warning, the employee will be ineligible for pay increases or bonuses until either (1) the next review period, or (2) for six months of satisfactory improvement in the sole discretion of the employee's supervisor, whichever is longer.

SECTION IX – EMPLOYEE SEPARATION

9.1 SEPARATION OF EMPLOYMENT

- 9.1.1 Resignation:** Resignation is a voluntary separation from employment initiated by the employee. In order to leave the Agency in good standing, employees must submit a resignation in writing to a direct supervisor or to Human Resources. Staff are asked to give at least two weeks' notice, and management-level employees are asked to give four weeks' notice.
- 9.1.2 Termination:** Termination is an involuntary separation of the employee initiated by the Agency.
- 9.1.3 Eligibility for Rehire:** Non-management employees who resign with at least two weeks' written notice, management employees who resign with at least four weeks' written notice, or employees who were released by WSA under favorable conditions are eligible for rehire.
- 9.1.4 Return of Company Property:** In all cases of employee separation, all Agency equipment, keys, or other items must be returned and any issues with Agency equipment or special expenditures on the employee's behalf will be discussed.
- 9.1.5 Contact Information:** Employees are responsible for keeping WSA advised of a current mailing address for post-separation mailings.

9.2 FINAL WAGE PAYMENTS

An employee who leaves employment with WSA will be paid in full for all wages earned as of the date of separation. Deductions will be made for items or amounts that the employee has previously authorized in writing.

- 9.2.1 Resignation:** Final pay will be provided on the next scheduled pay day and can be directly picked up at WSA or mailed to a specified address.
- 9.2.2 Termination:** Final pay will be provided in accordance with the Texas Payday Law within six days of termination.
- 9.2.3 Payment for Accrued Unused PTO:** Final wages will include accrued unused PTO only as follows:
- Employees who resign with two weeks' written notice for staff or four weeks' written notice for management and have been employed for at least three months with WSA will be paid accrued unused PTO.
 - Termination by the Agency will result in forfeiture of accrued, unused PTO.

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EMPLOYEE ACKNOWLEDGMENT FORM

The Employee Handbook describes important information about WSA. I understand that I should consult with Human Resources regarding any questions I have about this Handbook. I have received this Handbook or have been given access to an electronic copy. I understand that it is my responsibility to read and comply with the policies and procedures contained in this Handbook and any revisions made to it.

Since all the information, policies, procedures, and benefits described here are subject to change, I acknowledge that revisions to this Handbook, and all WSA’s underlying information, policies, procedures, and benefits may occur. I understand that revised information, policies, procedures, and benefits may supersede, modify, or eliminate existing information, policies, procedures, and benefits, with or without prior notice. I understand that any delay or failure by WSA to enforce any rule, regulation, or procedure contained in the Handbook will not constitute a waiver of WSA’s right to do so in the future.

Furthermore, I acknowledge that this Handbook is not a contract of employment for any duration of time. Employment with WSA is at-will and may be terminated by either the employee or WSA at any time, with or without cause. No statement or representation by a manager, employee, recruiter, representative, supervisor, agent, officer, or director of the WSA, whether oral or written, may change the at-will nature of employment with WSA.

Except for the at-will employment policy, I understand that revised information may supersede, modify, or eliminate existing provisions in this Employee Handbook, including any attachments referenced therein.

In the event any policy or guideline contained within this Handbook conflicts with local, state or federal law or regulations, such law or regulations will prevail.

Employee’s Name (printed): _____

Employee Signature: _____

Date: _____