



P.O. Box 2570
Waco, Texas 76702-2570
254 / 750-5640
Fax: 254 / 750-5880

MEMORANDUM

To: Missie Pustejovsky, Director of Human Resource
From: Bradley Ford, Assistant City Manager
Date: August 13, 2018
Subject: Discharge Recommendation for John Williams

Summary of Violation

An investigation was initiated to determine if the hiring of independent contractors for the Parks and Recreation Camp Cameron and Community Center Summer Programs and the creation of invoices for payment relative to these positions violated City of Waco policies and procedures. The investigation which included one-on-one interviews with Parks and Recreation staff/management and reviewing of pertinent documents confirmed:

- Misclassification of independent contractors
- Misrepresentation of information to the City's Attorney office to secure their legal advice
- Falsification of invoices for payment to the independent contractors
- Failure to ensure compliance of City's policies
- Creation of a legal risk for the City with contract discrepancies, pay differences and applicants overlooked for positions in which they applied

John Williams's failure to meet expectation as a Director especially with regard to poor judgement and ineffective communication cannot be tolerated. A higher degree of effectiveness and professionalism is expected from an individual in his position. The following City of Waco policies have been violated.

ADM-11 Standards of Conduct Section D.4 which reads:

- o. Conduct which the City feels reflects adversely on the employee or the City of Waco; and
- p. Performance which, in the City's opinion, does not meet the requirement of the position; and
- r. Other circumstances for which the City feels corrective action is warranted.

EMP-2 Applications and Screening
Section B.4 which reads:

Personal interviews are conducted by each department where the opening exists, utilizing a structured interview process. Business and/or Personal reference checks will be a part of the selection process. The hiring supervisor is responsible for selecting new employees in accordance with established hiring procedures.

EMP-8 Background Checks
Section A which reads:

Individuals will not be able to commence employment, internship or volunteer with the City until they have successfully passed the criminal background check process.

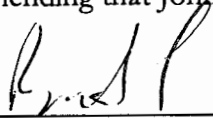
Section E.2 which reads:

- a. Advising the HR Department of the need to begin the criminal background check process; and
- b. Making contingent job offer(s), assigning intern or volunteer placement only after notification by the HR Department that the individual has cleared the background check process

GFP&P Competitive Requirement & Approval for Purchases
Section H.1 which reads:

- n. Department heads or directors should review all project and contract activity on a quarterly basis. This review should verify that: the purchasing policy was followed; requisitions were properly entered and the resulting purchase orders were created; the work was completed; an invoice was received by Finance; and the vendor has been paid.

Mr. Williams conduct violated City policies. Due to these serious policy violations, I am recommending that John Williams be discharged from employment effective August 13, 2018.



Bradley Ford, Assistant City Manager

8/13/18

Date



P.O. Box 2570
Waco, Texas 76702-2570
254 / 750-5640
Fax: 254 / 750-5880

MEMORANDUM

To: John Williams, Director of Parks and Recreation
From: Bradley Ford, Assistant City Manager
Date: August 13, 2018
Subject: Discharge

Summary of Violation

You are being discharged for your failure to meet the performance standards expected for your position as the Director of Parks and Recreation. You have failed to appropriately oversee managers within your chain of command. Additionally, you have failed to ensure compliance of City policies which has created a legal risk for the City in reference to contract discrepancies, pay differences and applicants overlooked for positions in which they applied. The following City of Waco policies have been violated.

ADM-11 Standards of Conduct Section D.4 which reads:

- o. Conduct which the City feels reflects adversely on the employee or the City of Waco; and
- p. Performance which, in the City's opinion, does not meet the requirement of the position; and
- r. Other circumstances for which the City feels corrective action is warranted.

EMP-2 Applications and Screening Section B.4 which reads:

Personal interviews are conducted by each department where the opening exists, utilizing a structured interview process. Business and/or Personal reference checks will be a part of the selection process. The hiring supervisor is responsible for selecting new employees in accordance with established hiring procedures.

EMP-8 Background Checks Section A which reads:

Individuals will not be able to commence employment, internship or volunteer with the City until

they have successfully passed the criminal background check process.

Section E.2 which reads:

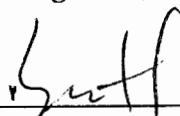
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- n. Department heads or directors should review all project and contract activity on a quarterly basis. This review should verify that: the purchasing policy was followed; requisitions were properly entered and the resulting purchase orders were created; the work was completed; an invoice was received by Finance; and the vendor has been paid.

As a result of these policy violations, I am discharging you from employment with the City of Waco effective August 13, 2018.



Bradley Ford, Assistant City Manager

8/13/18

Date

I have received a copy of this letter

John Williams

Date

Employee refused to sign. Missie Rustegorsky
8-13-18



CITY OF WACO

HUMAN RESOURCES

Post Office Box 2570
Waco, Texas 76702-2570
254 / 750-5740
Fax: 254 / 750-5737

To: Bradley Ford, Assistant City Manager
Missie Pustejovsky, Director of Human Resources

From: Julie Durham, Sr. Employee Relations Specialist

Date: August 10, 2018

Subject: Administrative Investigation

Assigned Investigators

Julie Durham – Sr. Employee Relations Specialist
Abbie Grillo – Human Resources Consultant

Preliminary Information

Angela Nunley, one of the individuals hired to work at the summer 2018 Camp Cameron Adventure Camp, commented to Janice Andrews, Director of Finance with the City of Waco, that she thought it was strange that this year she was hired as a contractor and not a Seasonal Recreational Aide employee as she has been hired in the past. Ms. Nunley has been hired as a temporary seasonal employee for the Parks and Recreation Department the past 24 years.

On July 9, 2018 at the request of City Management, an administrative investigation was initiated to determine if the hiring of independent contractors for the Parks and Recreation Camp Cameron and Community Centers Summer Programs and the creation of invoices for payment relative to these positions violated City of Waco policies and procedures.

Protection from Retaliation

All witnesses interviewed were informed of their protection from retaliation based on their participation in this investigation. Witnesses were told to contact Julie Durham, Sr. Employee Relations Specialist, or Missie Pustejovsky, Human Resources Director, in the Human Resources Department if they believe they were being retaliated against.

The Following Witnesses Were Interviewed by the Human Resources Department:

Employee Name	Job Title	Date of Interview	Supervisor
John Williams	Director of Parks and Recreation	7/11/2018	Bradley Ford
Earl Stinnett	Community Center Manager	7/17/2018	John Williams
Rebeccah Crespo	Community Center Supervisor	7/10/2018	Earl Stinnett
Juliett Jones	Community Center Supervisor	7/17/2018	Earl Stinnett
Aericka Ridge	Recreation Programmer	7/17/2018	Earl Stinnett
Elic Fouts	Parks & Recreation Finance Supervisor	7/11/2018	John Williams
Tammy (Renee) Hill	Administrative Assistant	7/18/2018	Elic Fouts
Angela Nunley	Recreational Aide - Seasonal	7/16/2018	Wanda Jackson
Judith Benton	Assistant City Attorney	7/11/2018	Jennifer Richie
Dallin Holt	Assistant City Attorney	7/16/2018	Jennifer Richie
Janice Andrews	Director of Finance	Written Statement 7/23/2018	Wiley Stem
Beatrice Nerio	Human Resources Specialist	8/6/2018	Anna Hochstatter

Summary of Investigation

I. Background

The City of Waco Parks and Recreation Department offers summer camps at the three community centers (South Waco, Dewey and Bledsoe-Miller) and an outdoor adventure camp known as Camp Cameron Adventure Camp each summer. These camps began this year on June 6, 2018.

In the community centers, various recreational activities such as a game room, arts and crafts, gym activities, nature walks, kayaking, archery, tennis, fishing, bike riding, and field trips make up their summer program. The Camp Cameron Adventure Camp is an outdoor adventure camp that includes environmental and recreational activities such as hiking, archery, kayaking, swimming, field trips, nature study and other various activities. The staff to children ratio is 1 to 20 based on the Waco Youth Program Standards of Care. According to Earl Stinnett, Community Center Manager, ratios are typically lower for the summer camps because of the groups being co-ed and the practice has been to have one male and one female staff member assigned to each group.

Due to the increase in the number of programs and participating patrons during the summer months, the Parks and Recreation Department must hire additional seasonal staff to support summer programming. In the past the hiring process usually began around March or early April. This year there were fifteen job requisitions posted for seasonal recreation aides for the Parks and Recreation Department beginning in February and running through May with a total of 84 applicants. Of the 15 job requisitions posted only 5 job requisitions were filled through use of the City's standard hiring process. (See Exhibit A)

II. Concern

A significantly higher number of contract workers were utilized by the Parks and Recreation Department for summer programming this year, 2018. In addition, individuals were brought in under contract for the first time after working several summers as temporary seasonal employees. There are differences in the Human Resources (HR) hiring process in comparison to hiring an individual contract worker. The following steps must be completed as part of the HR hiring process:

- A requisition is created from an existing vacant or newly created job position in which authorization is obtained from budget, an Assistant City Manager, and HR prior to posting and filling a position
- An application process and screening for minimum qualifications is conducted and the most qualified applicant is selected for the position
- HR requires that all documents associated with a seasonal hire are reviewed and approved prior to an offer of employment, along with verification of a cleared background
- Reference checks are required prior to an offer of employment
- Once the individual accepts a conditional offer of employment, a physical including drug screening is initiated prior to the individual starting employment
- Employees attend a new hire orientation session on their first day of employment

Due to HR's hiring process and requirements, a detailed description of steps and a calendar of dates (See Exhibit B) by which each step must be completed is available months in advance for City departments to utilize in planning hiring events. HR supervisors are also available to assist departments with any hiring issue throughout the hiring process.

This investigation confirmed John Williams, Director of Parks and Recreation, approved the use of contract workers for the 2018 Parks and Recreation summer programming. According to Mr. Williams, his approval was sought by Mr. Stinnett. The witnesses interviewed indicated that the change in the hiring process this year, 2018, from hiring seasonal employees to hiring individual contract workers for summer programming was due to the automated portion of the hiring process. Mr. Stinnett claimed he was not able to access the applications of the individuals who applied to the open job requisitions. However, when HR accessed these records, the applicants Mr. Stinnett was looking for had applied for other seasonal positions, but not for the Camp Cameron Program. As a result, the applicants did not appear in the pool available to Mr. Stinnett. Witnesses also stated Mr. Stinnett sought approval from Mr. Williams to utilize independent contractors because hiring contract workers is quicker than the hiring process for seasonal employees. When Mr. Stinnett began retaining employees as independent contractors, he had less than two weeks to fill the necessary positions to support the camps. Mr. Stinnett stated that he reached out to Beatrice Nerio requesting assistance but did not hear back from her. There were other available resources in HR who could have assisted Mr. Stinnett with his issue; however, he indicated that he did not want to go over anyone's head. Mr. Stinnett failed to utilize all available resources to assist him in the timely hiring of seasonal employees through the standard requisition process.

In contrast to the HR hiring process, those hired through a contract process by the Parks and Recreation community centers and Camp Cameron Adventure Camp did not go through the levels of approval required for seasonal hires. Typically, the Department's assigned Assistant City Attorney approves the contract format to be used. In this investigation, it was determined that a previous pre-approved contract for specialized services was utilized to contract with individuals for conducting specialized classes, such as exercise instructors or instructors teaching a specific skill such as archery; however, these contract workers were not providing the type of services approved for the use of this type of contract. These contract workers were actually providing recreation aide work and performing the same duties as other recreational aides. (See Exhibit C) Also, by the Department circumventing the City's hiring process, the contractors were not properly vetted, no applications were completed, no reference checks were conducted, no drug screens or physicals were completed and no approvals through Budget, HR, or City Executive Management were obtained. The lack of background checks and drug screening is particularly notable in this matter because of the continuous contact with minors as was required by the summer program positions. By using a contract process to hire individuals, there was an over-hire in comparison to authorized positions available. This resulted in having to create four additional job positions. In addition, the payment to the individuals had to be adjusted and resulted in over-payments which are to be repaid to the City. Upon discovery of the recreation supervisors' improper use of independent contractors, these individuals were converted from contract to seasonal employees to avoid or resolve any possible violation of the Wage and Hour laws. Background checks were conducted, and fortunately no disqualifying factors were discovered. Based on the interviews with the three community centers supervisors, it is clear that they do not have an understanding of the City's policies relating to part-time or seasonal employees and what services an independent contract worker can provide to the City.

The City's Purchasing policy requires any vendor who enters or seeks to enter into a contract with the City to complete a Conflict of Interest questionnaire (CIQ form) and file it with the City Secretary's office annually. In reviewing the contract documents for each of these contract workers hired by the Parks and Recreation Department, a CIQ form for each contract worker was not in the documents sent to the City Secretary's Office for filing.

In reviewing the invoices for these contract workers, it was noted that there were corrections in the form of mark-outs and there was the appearance of miscalculations in determining pay. There were also differences in the amounts that the contract worker signed off to on their invoice and the actual pay received on the check requisition for that same contract worker. In comparing contracts to invoices, there were inaccuracies between what work was to be performed according to the contract and what work was actually performed according to the contract worker's invoice. Paper timesheets were used by the contract workers that indicated work performed by the hour; however, the invoices for the same time period indicated work performed by the class. A second document accompanying the invoice showed calculations where classes were broken down into hourly payments and included a monetary amount titled "difference." Invoices were signed by the contract worker and by either the community center supervisor, the assistant supervisor, or by Mr. Stinnett. (See Exhibit D)

III. Interview Summaries

Earl Stinnett, Interview Summary

Earl Stinnett, Community Center Manager, stated that there was some confusion as to which job requisitions were created for Camp Cameron and which ones were for the Dewey Center since Camp

Cameron staff are allocated under the Dewey Community Center's budget. Mr. Stinnett also mentioned that he was not able to see the applicants that had applied and he reached out to Beatrice Nerio, HR Specialist, in HR by email sometime in March 2018 stating he needed help in seeing the applicants that had applied for his job requisitions, but Mr. Stinnett stated he did not receive a response back to this email. Mr. Stinnett indicated that he reached out a second time to Ms. Nerio by email asking if he could come by HR and have her assist him with viewing applicants in the automated Munis system. Mr. Stinnett stated that Ms. Nerio did not respond to this email either and he never reached back out to anyone else in HR. When asked as to why he did not contact an HR supervisor or the HR Director, Mr. Stinnett's response was that he did not want to go over anyone's head. Mr. Stinnett stated his goal was to get the individuals on as quickly as possible since it was nearing time that Camp Cameron would be starting up. Mr. Stinnett indicated he made the decision to bring on the individuals as contract workers because this process was quicker than the City's hiring process. Mr. Stinnett stated his intention was for these individuals to perform the work of seasonal recreational aides but pay them as independent contractors. Mr. Stinnett indicated that since he has worked for the City, hiring contract workers has been a tool that has been used to supplement the staffing needs, and he did not see that it would be a problem to use this method since it was critical to have staff hired by the time the summer camp season started. Mr. Stinnett stated that he determined the rate of pay per class for the Camp Cameron contract workers based on their experience. Mr. Stinnett stated that each individual hired for Camp Cameron was working in a school system and that they have gone through more vigorous checks in their professional careers and that each of the contract workers hired for Camp Cameron had previously worked for the City in the capacity of a seasonal recreation aide and he indicated that he had checked references on them before and felt it was not needed. Mr. Stinnett indicated that the Camp Cameron staff are required to do more off site and they do not have a team of supervisors like the community centers and must have a different level of maturity since the Camp Cameron staff have a higher level of responsibility in making decisions regarding the children under their care. Mr. Stinnett indicated that most of the children attending Camp Cameron have some type of behavioral issue. Mr. Stinnett stated that the staff at Camp Cameron are more active with the children since activities are geared as an Adventure Camp which requires a higher level of physical ability than those working at the community centers.

Mr. Stinnett stated that he puts the Camp Cameron contract workers basically in three tiers with Tier 1 being the two individuals with the least amount of experience, Tier 2 was the three more experienced individuals and Tier 3 was the one individual that would be performing the work of the Camp Cameron Director. Tier 1 contract amount was \$24 per class, Tier 2 contract amount was \$30 per class and Tier 3 contract amount was \$37.50 per class.

Mr. Stinnett indicated that the Camp Cameron staff turned in timesheets to him and he creates the invoices, has the contract worker sign their specific invoice, and he creates the check requisition for each invoice signed. Mr. Stinnett stated that these individuals are not true contractors and they would not be familiar with creating invoices. Mr. Stinnett indicated that he told each Camp Cameron contract worker that taxes would not be taken out of their checks and he indicated that one of the Camp Cameron staff made the comment to him that she was not happy about taxes not being taken out of her paycheck.

Mr. Stinnett was asked to explain how employees were paid for the 2 night trip that happens every summer. Mr. Stinnett stated that he has had conversations with the Camp Cameron staff regarding how they would be paid for the overnight camping trip. He indicated that they are paid 16 hours per day for Wednesday and Thursday and on Friday it is usually a 10 hour day. Mr. Stinnett indicated that he told

the Camp Cameron Staff that the City could not pay for sleep time which equates to 8 hours. Mr. Stinnett stated that staff members will split shifts at night so they are getting to sleep.

John Williams, Interview Summary:

John Williams, Parks and Recreation Director, stated that approximately 3 weeks prior to the start of the summer season, Mr. Stinnett came to him requesting to hire the seasonal recreational aides as contract workers. Mr. Williams mentioned that Mr. Stinnett informed him that he was having problems getting the seasonal workers hired in time for the summer season but Mr. Stinnett did not give him specific issues and Mr. Williams did not ask what the issues were at the time of their discussion. Mr. Williams commented that he was aware of a number of issues with the hiring system since he would have to go back and approve a job posting a second time. Mr. Williams stated that he did approve Mr. Stinnett's request for the use of contract workers for this year's summer season in place of hiring seasonal recreational aide employees but moving forward they would not be doing contracts for seasonal positions. Mr. Williams commented that they have hired contract workers in the past and the contract that is being used by the Parks and Recreation Department for contract workers has been approved by the City's legal department. Mr. Williams stated that he was aware that a number of these individuals hired as contract workers have worked for the City in the past as seasonal employees. Mr. Williams mentioned that he did not feel the delay in hiring was in their area but in HR. However, he did not provide an example of a delay his department had experienced. Mr. Williams stated that Mr. Stinnett and his staff make the decision on what to pay contract employees and he would only send the contract back if he thought the amount of pay was not in line with what it should be for contract services. Mr. Williams indicated that he reviews the contract for the appropriate documentation before approving it and he was able to state to us what was needed for each contract. Mr. Williams stated that he understood the seasonal contract workers would be monitoring a class of children and the pay would be based on what they would do on a day to day basis as a camp counselor. Mr. Williams mentioned that the contract did not say what type of classes, such as kayaking, but that it was for instruction and that the word instructor is used interchangeably with what they are doing. However, the contracts clearly stated the type of classes being taught. (See Exhibit E) Mr. Williams stated that he had not seen the invoices for these contract workers but assumed it would read that they did this work for these many hours. Mr. Williams commented that he did not know his staff was creating the invoices being used for payment to the contract workers until Aerika Ridge, Recreation Programmer and Interim Community Center Supervisor, informed him that they were creating the invoices for the contract workers. Mr. Williams stated that Elic Flouts, Parks and Recreation Finance Supervisor, had told him that the City has created invoices for Rosemond Cemetery and other services and Elic knew this since he had previously worked for the City's Finance Department. Mr. Williams stated that the approval process would be for him to sign a contract, send the contract over to the City's legal department for their approval, and then send the contract to the City Secretary's Office to be scanned into the electronic filing system.

Witness Interview Summaries

Witness Statement - Angela Nunley

Angela Nunley, Recreational Aide Seasonal/Camp Cameron, stated that she had asked Janice Andrews, Director of Finance, if she was going to receive a paper check or a bank check when she saw Janice at

Camp Cameron dropping off her granddaughter. Angela indicated that she knew Janice was over payroll for City employees and thought she would know about the deposit. Angela did mention that she commented to Janice about being a contract employee this year and not a seasonal employee. Angela indicated that she applied online using the electronic application which was different than years in the past and commented that the City's hiring system was for lack of a better term "jacked up." Angela stated that she did contact HR and spoke to Beatrice Nerio, HR Specialist, and Pricilla Ard, HR Assistant, checking to see if her online application was in the system and they both told her it was.

→ Angela mentioned that when Earl explained that HR had a new hiring system, it did not seem strange to her that she had not been called back in for an interview and was hired as a contract employee. Angela stated that after she signed the contract, she received a text message from HR indicated that she did not get the job. Angela could not recall what salary was initially offered to her but stated that she was now making \$12 an hour. Angela indicated that she is performing the same duties (hiking, biking, swimming, field trips such as Austin Park and a WMB game) in which she has done in the past when she was hired as a seasonal employee. (See Exhibit C) Angela stated that she turns in a time sheet to Wanda Jackson, Camp Director/Seasonal Recreation Aide, and Wanda turns it into Mr. Stinnett. Angela mentioned that Mr. Stinnett will then bring her an invoice to sign and she does sign it. Angela also indicated that she did not know for sure who was creating these invoices but thought it must be okay and she trusted that the City knew what it was doing. Angela stated that she and Tawana Hopson (another contract worker hired to perform recreational aide duties) did have a couple of conversations wondering why they were contract employees this year when in the past they had been hired as seasonal employees. Angela indicated that she has been working for the City of Waco as a seasonal employee for 20 plus years and did think it was strange to be a contract worker this year when in the past she was hired as a seasonal employee. Angela mentioned that the hiring process was quicker while it was under Angie and Cynthia Simms, Athletic Program Coordinator. Angela mentioned another area of concern she has is with the hours being paid to the camp counselors when they go on the annual overnight camping trip. Angela indicated that her and other counselors are with the children 24 hours a day on the Wednesday and Thursday of the trip about 10 hours on Friday until they return back to Waco and the parents pick them up. Angela stated that she and the other counselors thought the hours they were being paid which was 16 hours for Wednesday and Thursday was not correct in that they (counselors) are with the children 24 hours a day on these two days and they (counselors) are monitoring the children through the night. Angela indicated that she was told that the City could only pay her 16 hours a day since 8 hours out of the 24 hour day was for sleeping.

Witness Summary for Three Community Center Supervisors (Rebecca Crespo, Juliet Jones and Aericka Ridge)

Ms. Crespo, Ms. Jones, and Ms. Ridge, the three community center supervisors, indicated that their understanding of hiring seasonal workers under contract this summer was because the process was quicker and was a way to hire the number of workers needed for their summer programs since the allocated Full Time Equivalence (FTE) for each center was not sufficient to meet the staff to child ratio of 1 to 20. Each of the community center supervisors indicated that they have been using contract workers to supplement staffing needs for the last couple of years.

Rebecca Crespo indicated that she was told by Mr. Stinnett that a contract worker could not be left alone to watch the children and that a City employee had to be present.

Each community center supervisor stated that they were creating the invoices for their contract workers then having the contract workers sign the invoices that were created. They each stated that they could not pay the contract worker an hourly rate so a contract rate per class had to be used to be the equivalent of the hourly rate they wanted to pay the contract workers that were performing the duties of a seasonal recreational aide.

Witness Statement - Elic Fouts

Elic Fouts, Parks and Recreation Finance Supervisor, indicated that Callie Mendoza, Parks and Recreation Financial Analyst, reviews the payment invoices/requisitions for vendor name, account number to charge to, check request formatted correctly, and proper code is on the check requisition. Elic stated that he is a back-up to Callie and will perform these duties when necessary. Elic indicated that he and Callie are not verifying hours worked and they are not authorizing the payments to the contractors. Recently at the recommendation of Dallin Holt, Assistant City Attorney, John Williams, Parks and Recreation Department Director has assigned to Elic the duties of reviewing contracts for appropriate dates, names, vendor setup, and to verify the need for approval from City Council in relation to the dollar amount of the contract. Elic stated the Parks and Recreation Department uses a Contract Review Cover Sheet that was modified on January 22, 2018 and presented to the Parks and Recreation Supervisors at the January 30, 2018 staff meeting. This check list contains a list of pre-approved contracts such as an Athletic Trainer, Recreation Instructor, Track and Field Meet Official, Commissioned Officer (Security), Facility Administrator, Sports Official, Mammoth Tour Guide/Educator and Non-Commissioned Officer (Security). Elic indicated that no one is auditing the payment of invoices.

Witness Statement - Tammy Rene Hill

Rene Hill, Administrative Assistant for Parks and Recreation Department, stated that she inputs information into Munis to create the job requisition. Rene indicated that she worked with Earl Stinnett and the Community Center Supervisors (Crespo, Jones and Ridge/McLennan) this year to create job requisitions for Recreational Aide Seasonal positions. Rene stated there was nothing different in the hiring process this year except for the computer program the City is currently using which is Munis. Rene indicated that she created seasonal positions for Camp Cameron and the Community Centers but did not know if they were filled since her role is to only work on getting the job requisition in the system and to create the status change paperwork if the applicant chosen for a job position is a current employee. Rene stated that she will scan the new hire paperwork into a Parks and Recreation folder on the network if a hiring supervisor sends her a copy of the new hire paperwork. Rene indicated that it was her understanding that the hiring process had not been completed through Munis so that was why seasonal positions were filled with contract workers. Rene stated that when check requisitions with invoices are received in their department these documents go to Callie Mendoza for her to check for accuracy and the Callie gives them to her for entry into the financial program of Munis. Rene indicated that some invoices have been turned in for payment but the vendor information was not in Munis so this delays the payment process with an example given of hiring an umpire when there was an emergency with the individual originally contracted with for the game and it was not known in time to get a contract in place before the game.

Witness Statement - Beatrice Nerio

Beatrice (Bea) Nerio, Human Resources Specialist, stated that she could not recall if Mr. Stinnett reached out to her by phone or email regarding requesting her help with the online application process. Bea stated that if a supervisor or anyone working with Munis called about having problems with the Munis system, an email with instructions received from the Information Technology (IT) department would be sent to them and if these instructions did not help, she would tell them to contact the IT department for assistance. Bea provided an email she received from Rebecca Crespo in where Rebecca states she was having problems viewing applicants in Munis. Bea forwarded to Rebecca an email with instructions from IT department on how to clear out a user's cookies. Bea's email stated that if this process did not work, Rebecca would need to contact the IT Department. Bea provided an email from Mr. Stinnett asking her if he could stop by and have her work with him on viewing his applicants and she thought she called him back and walked him through the process.

Witness Statement - Dallin Holt

Dallin Holt, Assistant City Attorney, indicated that it was represented to him by John Williams that these individuals would be teaching a certain number of classes for the summer program like tutoring and outdoor skills class such as basketball, disc golf, kayaking, and archery which fit within the realm of independent contract work and he signed off on the contracts. Mr. Holt mentioned that when a large number of these independent contracts were coming to him, he reached out again to John Williams to verify that they were teaching classes and Mr. Williams stated to him that they indeed were teaching classes. Mr. Holt mentioned that he specifically asked John Williams if these individuals were creating the curriculum and Mr. William's response to him was "yes". Mr. Holt stated that he became aware of the issues relating to the independent contractors after a meeting with Finance and Human Resources in which Janice Andrews, Finance Director, reported that one of the camp counselors told her that she had almost called her at the beginning of camp because she was being paid as a contractor because Earl had indicated to her that he had problems with entering the job. Mr. Holt stated that he reached out to John Williams and Mr. Williams confirmed to him that these individuals were teaching classes. Mr. Holt stated that it was never mentioned to him that these individuals being hired for Camp Cameron had previously been hired by the City as seasonal employees.

Mr. Holt indicated that he had a conversation with Earl Stinnett regarding the individuals that were hired as independent contractors for the summer camp programs. Judith Benton from the Legal Department was also present at this meeting. Mr. Holt stated that he did ask Mr. Stinnett how many of these individuals contracted for instructors were not being used as instructors but as employees like camp counselors, working a desk, etc. and Mr. Stinnett did not have an answer and would have to get back with him. Mr. Holt stated that the initial list was the six individuals hired for Camp Cameron then after further review, it was determined that there were 10 other individuals hired as contract workers but these individuals were performing the work of a seasonal recreational aide within the community centers. Mr. Holt indicated that when he initially asked Mr. Stinnett who was preparing the invoices, Mr. Stinnett's reply was that he did not know who was preparing them. Mr. Holt stated that in a meeting on a later date, Mr. Stinnett finally told him and Judith Benton that he was the one preparing the invoices and that the contract workers would turn in a time sheet to him and he would convert the hours worked into classes taught in order to generate an invoice for payment. Mr. Holt mentioned that when he asked Mr. Stinnett about the invoices showing these individuals being paid for classes with some invoices showing 4 classes on one day, 2 classes on another day and then maybe 3 classes on still another day, Mr.

Stinnett stated to him that he had an hourly rate in mind on what each contract worker should be making and would use that rate by the number of hours worked (on timesheet) to come up with a total payment for the work week then take that amount and convert to classes with number of classes always being a whole number. This would explain the different number of classes in a week. Mr. Holt indicated that he did review the invoices and cross referenced them with the Camp Cameron schedule and they did not match up. For example, invoices would show classes being taught on a Tuesday but the Camp Cameron schedule had the campers going to Hawaiian Falls on that Tuesday. Mr. Holt stated that he asked Mr. Stinnett if he prepared these invoices knowing they were not teaching these classes and Mr. Stinnett's response was yes, this is how we have always done it.

Mr. Holt mentioned that Earl Stinnett told him that he started the hiring process around February but was not able to view on his end, applicants were not showing up. It got to the point he could not get it fixed in time and turned to the use of contracts in order to staff the summer camps. Mr. Holt stated that Mr. Stinnett told him that he left a couple of voice mails with someone in HR but they never called him back. Mr. Holt indicated that he asked Mr. Stinnett why he did not call Legal or another person in HR and Mr. Stinnett did not have an answer. Mr. Holt stated that Mr. Stinnett told him it was a couple of weeks before Camp Cameron was to start that he (Earl) realized he did not have the staff. Mr. Holt mentioned that some of the contracts for these individual contractors were being signed the day before camp was to start. Mr. Holt indicated that John and Earl had a firm understanding that these individuals were not going to be instructors but counselors and sent to Legal to approve as instructors to get around the hiring process.

Mr. Holt stated that there had been some issues with the contracts being received from the Parks and Recreation department such as dates, missing pages, and missing line regarding payment. Mr. Holt indicated that he would send back the contracts for correction. Mr. Holt mentioned that around March of this year he began talking to John Williams about the Parks and Recreation contract use. Mr. Holt indicated that he has had several conversations with John Williams about the importance of him reading the contracts to ensure information is correct and all documents are being included before sending to legal for their review. After these conversations with John Williams, it is Dallin's understanding that Elic Fouts is now reviewing and vetting the contracts before being sent over to him for approval. Mr. Holt mentioned that he is reexamining internal procedures and when it would be appropriate to use these contracts.

Mr. Holt stated around March he recommended to John Williams that they do background checks on these independent contractors using Texas Amateur Athletic Federation (TAAF) to conduct the background checks.

Mr. Holt indicated that a full analysis will be done on all the Parks and Recreation contracts going forward.

Witness Statement - Judith Benton Written Statement/Interview

Judith Benton, Assistant City Attorney, stated that Earl Stinnett told her and Dallin Holt that he has been using independent contracts as camp counselors for several years. Ms. Benton indicated that Earl told her and Mr. Holt that he chose to hire them as independent contractors this year because he could not get through to HR to complete the hiring process. Ms. Benton mentioned that Earl told her and Mr. Holt that

he contacted HR back in February, left messages for Bea twice but never heard back from her. Ms. Benton indicated that Mr. Stinnett told her and Mr. Holt that the individuals hired as independent contractors would turn in time sheets to him and would he prepare the invoices and have them sign their invoice that he had prepared.

List of Documents Reviewed

1. Emails from Earl Stinnett, Beatrice Nerio and John Williams.
2. Contracts for the individuals hired as independent contractors under the Community Centers and Camp Cameron programs. (Redacted example attached as Exhibit E)
3. Time-sheets, invoices and check requisitions for each of these independent contractors. (Redacted examples attached as Exhibit D)
4. Job Requisitions posted for Recreational Aide Seasonal positions by the Parks and Recreation Department. (Example attached as Exhibit F)
5. City of Waco Policy Manual
 - a. EMP-1 Job Posting and Advertising
 - b. CMP-1 Employee Classification and Pay Plan
 - c. GFP&P-8 Competitive Requirement & Approval for Purchases
 - d. GFP&P-10 Check Requisition
 - e. ADM-11 Standards of Conduct

Findings

- It is substantiated that Earl Stinnett failed to utilize available resources to assist in the Parks and Recreation seasonal hiring process; Mr. Stinnett failed to advance hiring issues to an HR Supervisor.
- It is substantiated that Earl Stinnett failed to ensure accuracy of documents submitted through the payment process - no check and balance (inadequate review and approval process) resulting in errors.
- It is substantiated that John Williams and Earl Stinnett misrepresented the intended use of the contracts to legal counsel.
- It is substantiated that Earl Stinnett engaged in the falsifying invoices regarding contract work performed and payment for services.
- It is substantiated that Earl Stinnett misused City documents by utilizing prior pre-approved contracts for specialized instruction for non-instructor services (Recreational Aides and Camp Counselors.)
- It is substantiated that there was a negative impact from the actions described in this report to employees and City: time/staff resources/funds to resolve pay issues.
- It is substantiated that a complaint was made by contracted worker regarding concerns about taxes and payment of overtime during overnight camping trip.
- It is substantiated that a legal risk for City was created through the Parks and Recreation contract discrepancies, pay differences, and applicants overlooked for positions in which they applied in Munis.

- It is substantiated that John Williams and Earl Stinnett failed to ensure proper vetting of individuals selected to work with children as there were no reference checks or drug screens conducted and some contract workers did not have background checks completed.
- It is substantiated that the contracts for these contract workers did not have the Conflict of Interest Questionnaire completed as required. This could have resulted in possible nepotism issues or violations of other City policies and state statutes.
- It is substantiated that the Parks and Recreation Department circumvented the seasonal hiring process which resulted in no physicals being conducted on camp workers, including those who would be assigned to work as life guards.

On Monday, July 2, 2018, Human Resources became aware that an error occurred in the filling of sixteen seasonal recreational aide positions in the Parks and Recreation Department. In an effort to correct the error, the sixteen individuals were transitioned from contractors to City seasonal recreational aide employees with the competitive selection process being waived and information required for processing payroll for these individuals was collected. The background checks for these individuals were conducted either through the Texas Amateur Athletic Federation (TAAF) or the City of Waco. No disqualifying factors were discovered for any of the seasonal employees originally hired as contract workers.

Conclusion

Earl Stinnett came to John Williams approximately 3 weeks prior to the 2018 summer camp season starting and informed Mr. Williams that they were not going to have the seasonal recreational aides hired by the time the summer camps were to start on June 4, 2018. Job requisitions were created for Recreational Aides (seasonal positions) and Mr. Stinnett told John that due to problems with the automated hiring system, there was a delay in completing the hiring process. Because of this delay, Mr. Stinnett asked Mr. Williams if they could hire these positions as contract workers. Mr. Williams permitted Mr. Stinnett to hire the seasonal positions this year as contract workers since they had to have staff hired by the time the summer camps started.

Job requisitions were posted for Recreational Aide Seasonal positions beginning in January 2018. Mr. Stinnett requested HR to extend the closing date of his job postings on two different occasions, which was done. Mr. Stinnett indicated he could not see certain former employees that had told him they were going to apply for these positions. During this investigation, we learned that these applicants had applied for other seasonal recreation aide positions.

The job requisitions that were posted with Mr. Stinnett as the hiring manager each had qualifying applicants. Mr. Stinnett had time to complete interviews and get through the required procedures in the hiring process by the deadline established in order for these applicants to start by June 4, 2018, but he failed to conduct an interview process on each job posting. Mr. Stinnett's failure to conduct position interviews resulted in the need to staff the seasonal camps on an extremely compressed schedule.

Once his hiring deficit was realized, Mr. Stinnett also failed to consult with the HR Director, Assistant HR Director or Executive Management to find the best resolution in expediting the hiring process for seasonal employees. There are three HR supervisors available to assist with staffing issues; however, none of these supervisors were contacted for assistance prior to the department's decision to hire seasonal recreation aides through an individual contract worker process.

There is evidence to substantiate Mr. Stinnett's claim that there was a problem with Munis in that hiring managers were not seeing all of their applicants but instructions were sent to two Community Center Supervisors with one Community Center Supervisor forwarding the email with these instructions to Mr. Stinnett. As there was only a three-week window remaining before the first day of camp and Mr. Stinnett had not conducted any interviews for the seasonal recreation aides for Camp Cameron, the time necessary to hire an employee under the City's hiring policies appears to be the true motivating factor in Mr. Stinnett's decision to hire individuals under contract.

Mr. Stinnett's testimony indicates he intentionally moved forward with hiring the individuals for Camp Cameron as contract workers despite knowledge that they would be performing seasonal recreational aide duties as they had performed in the past, rather than as instructors for specific classes.

Mr. Stinnett falsified invoices and allowed/instructed improper check requisitions to be entered which impacted pay and had to be corrected once these were discovered.

Recommendations

1. Administer disciplinary action to the Community Center Manager and the Director of Parks and Recreation.
2. Provide additional supervisor training regarding the City's hiring practices, including wage and hour policies affecting employees and independent contractors.
3. Request BKD, City's outside operational audit consultant, to perform an audit of the Parks and Recreation accounts receivable and payable processes.
4. Recommend to add a step for HR to sign off on contract employees.

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Exhibit A

Job Opening	Description	Location	Status	Req Type	Hiring Manager	Open	Close	# Applicants
<u>46 - 1</u>	RECREATION AIDE- SEASONAL	ATHLETIC PROGRAM COORDINATOR	CLOSED	VACANT POSITION	SIMMS, CYNTHIA L	4/27/2018	5/11/2018	4
<u>124 - 1</u>	RECREATION AIDE (SEASONAL)	REC PROGRAMMAR	FILLED	VACANT POSITION	MCLENNAN, JOSEPH D	1/19/2018	3/29/2018	3
<u>126 - 1</u>	RECREATION AIDE (SEASONAL)	COMMUNITY CENTER MGR	CLOSED	VACANT POSITION	STINNETT, EARL W	2/21/2018	4/17/2018	15
<u>127 - 1</u>	RECREATION AIDE (SEASONAL)	COMMUNITY CENTER MGR	CLOSED	VACANT POSITION	STINNETT, EARL W	2/7/2018	4/17/2018	6
<u>128 - 1</u>	RECREATION AIDE (SEASONAL)	REC PROGRAMMAR	FILLED	VACANT POSITION	MCLENNAN, JOSEPH D	1/19/2018	4/14/2018	2
<u>129 - 1</u>	RECREATION AIDE (SEASONAL)	COMMUNITY CENTER MGR	CLOSED	VACANT POSITION	STINNETT, EARL W	2/7/2018	4/17/2018	3
<u>132 - 1</u>	RECREATION AIDE (SEASONAL)	COMMUNITY CENTER MGR	CLOSED	VACANT POSITION	STINNETT, EARL W	2/7/2018	4/17/2018	3
<u>134 - 1</u>	RECREATION AIDE (SEASONAL)	REC PROGRAMMAR	FILLED	VACANT POSITION	RIDGE, AERICKA E	2/7/2018	4/25/2018	10
<u>136 - 1</u>	RECREATION AIDE (SEASONAL)	COMMUNITY CENTER MGR	CLOSED	VACANT POSITION	STINNETT, EARL W	2/7/2018	4/17/2018	2
<u>140 - 1</u>	RECREATION AIDE (SEASONAL)	REC PROGRAMMAR	FILLED	REPLACEMENT	MCLENNAN, JOSEPH D	1/19/2018	5/5/2018	7
<u>209 - 1</u>	RECREATION AIDE (SEASONAL)	REC PROGRAMMAR	FILLED	REPLACEMENT	RIDGE, AERICKA E	4/4/2018	5/14/2018	9
<u>245 - 1</u>	RECREATION AIDE - SEASONAL	ATHLETIC PROGRAM COORDINATOR	CLOSED	VACANT POSITION	SIMMS, CYNTHIA L	4/4/2018	4/25/2018	2
<u>251 - 1</u>	RECREATION AIDE - SEASONAL	ATHLETIC PROGRAM COORDINATOR	CLOSED	VACANT POSITION	SIMMS, CYNTHIA L	4/4/2018	4/25/2018	2
<u>287 - 1</u>	RECREATION AIDE-SEASONAL	COMMUNITY CENTER SPVR 1	CLOSED	REPLACEMENT	JONES, JULIETT D	5/8/2018	5/21/2018	9
<u>299 - 1</u>	RECREATION AIDE - SEASONAL	COMMUNITY CENTER SPVR 3	CLOSED	REPLACEMENT	CRESPO, REBECCA J	5/25/2018	6/8/2018	7

Parks and Recreation Investigation
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Exhibit B



Supervisor's Hiring Checklist

- ☐ **JOB CLOSING:** Your position will be closed according to the date indicated on the Job Opening in Munis. Positions must be open for a minimum of 5 business days and will remain open for a maximum of 30 business days unless requested otherwise. Applications must be on file and any required testing must be completed by 5:00pm on the closing date to be considered for employment.
- ☐ **ADVERTISING (If Applicable):** HR will post all positions with Texas Municipal League (TML) and Strategic Government Resources (SGR). When additional advertising is needed for your position, forward all ad content to the HR Supervisor for review and approval prior to publication to ensure Equal Employment Opportunity compliance.
- ☐ **INTERVIEW QUESTIONS:** Before scheduling interviews, submit structured interview questions via email to the HR Supervisor for approval.
- ☐ **REVIEWING APPLICATIONS:** Select those applications you plan to consider further, and change their Recruitment status in Munis accordingly. (For example: selected for interview, not selected or other)
- ☐ **FORMER CITY EMPLOYEE (If Applicable):** Contact the Sr. Employee Relations Specialist to review file if the applicant is a current/former City employee. You will receive feedback on the documentation HR has on file for this applicant.
- ☐ **SCHEDULE AND CONDUCT INTERVIEWS:** Set up interviews for those who appear to be the most qualified applicants according to job requirements. Two or more applicants must be interviewed by a panel of at least two interviewers to ensure a competitive selection process. If there is only one qualified applicant for a position contact HR for guidance. Remember this is a good time to request a copy of the DD-214 be brought to the interview if the applicant has prior military experience.
- ☐ **BACKGROUND CHECK:** Contact HR to begin the background check (fingerprinting appointment, municipal court, driver's license) on the **top applicant only**. You will be notified by HR regarding whether or not the background is clear and if you can proceed to the next step of the hiring process. Never tell an applicant they are not selected due to their background check. When an applicant is denied employment based on a criminal background check, communication with the applicant will be handled by the HR Supervisor. In some cases it may take up to 7 business days to clear an applicant for employment.
- ☐ **REFERENCE CHECKS:** Conduct employment and personal/business reference checks on the top applicant(s). Employment reference checks are critical and must be conducted. An attempt must be made to contact each job reference listed on the application. Those that you are certain are out of business or closed must be documented as such on the reference form. Inability to make contact with an employment reference must be documented. It is recommended that at least two attempts be made to contact an employment reference. Note each date and time that you attempt to contact a reference. If you did not already request one during the interview, then request a DD-214 Form from the applicant to serve as the Military reference. Conducting personal reference checks is optional and is usually recommended when you are not successful in obtaining recent employment references.
- ☐ **VERIFY EDUCATIONAL REQUIREMENTS:** Request a certified transcript from the top applicant if a degree is required for the position or the degree or education was a deciding factor in the selection of an applicant. (Each year of required education may be substituted with 2 years of relevant experience; each year of required experience may be substituted with 30 college credit hours from an accredited institution of higher education).
- ☐ **VOLUNTARY DEMOTION (If Applicable):** If your selected applicant is a current employee who will be accepting a voluntary demotion, contact HR to prepare release paperwork which is to be signed by the current employee. A move into a lower salary or lower pay grade will be considered a voluntary demotion. If the employee is protected under the Age Discrimination in Employment Act (ADEA), the employee will be granted a 21 day

consideration period before the demotion can be effective. Contact the Sr. Employee Relations Specialist for questions regarding voluntary demotions.

- ☐ **SALARY RECOMMENDATION:** If HR clears the applicant, determine the starting salary to be offered. The salary recommended must be within the pay range indicated on the job posting. The contingent job offer from must be completed and signed by the Department Director or designee and presented to the HR department as a part of the hiring packet for approval before an offer is made to the applicant. If the starting salary is above Quartile 1, prepare a quartile justification memo and submit it **WITH** the hiring packet.
- ☐ **HIRING PACKET:** (Located on the Employee Intranet) Complete the hiring packet and return the following to H.R.: top applicant's application, interview questions with responses (signed by participating interviewers), completed reference checks, proposed contingent offer form, and quartile justification memo if applicable. You will also need to return the Applications and interview questions/reference checks for the applicants that you did not select in a separate packet. Bring the ENTIRE packet to HR for review. If the hiring packet is approved, HR will email the copy of the contingent offer form to supervisor to obtain applicant's signature.
- ☐ **JOB OFFER TO APPLICANT:** The HR Department will review the completed hiring packet to ensure all requirements have been completed. Once this is done, the HR Department will notify the hiring department that a contingent job offer can be made to the applicant. Once approved, read the offer word for word to the applicant. At the time the applicant accepts the contingent job offer, instruct the applicant to immediately contact HealthFirst Clinic to schedule a post job offer physical. If the job offer is accepted, obtain applicant's signature on the contingent job offer form and the job description form. Both of these forms must be turned in to HR before the 1st day of employment. If the job offer is declined, please document the reason why the offer was declined (if known) on the job offer form and forward it to the HR Department. **Please note: A contingent job offer cannot be made until the position is closed, all applications have been reviewed/considered, the background check is complete, and the hiring packet has been reviewed by HR and you received an email from HR advising the offer can now be made.**
- ☐ **JOB ORIENTATION:** Complete the New Employee Job Orientation Guide within the first 30 days the new hire is employed and return the original form to HR/Training and retain a copy in the employee's department file. This guide serves as a template and you may add departmental job specific tasks.

NOTE:

POST JOB OFFER PHYSICAL: If job is an MEO (Motorized Equipment Operator) position, the physical process may take 2-4 days to receive clearance. Once the applicant has passed their post job offer physical, HealthFirst Clinic will provide their clearance letter to HR and at this time a tentative new hire paperwork date will be set.

START DATE: HR will send an e-mail to confirm the official start date in which the new hire will attend orientation. New hire paperwork is conducted the morning of new hire orientation at 8:00 in the Training Room at the Operations Center. A new employee will not be allowed to start working until an email from Human Resources is received by the hiring supervisor (email sent to the Department Director, Hiring Supervisor and HR Contact) confirming the new hire has completed their paperwork and may begin working. New employees may only start at the beginning of a pay period unless otherwise approved by the City Manager.

Return this page to HR when you bring your hiring packet in for review.

REQUISITION NUMBER: _____ APPLICANT SELECTED: _____

AGREEMENT:

I agree that I have completed all the above steps in the selection process with the exception of the Job Offer and the New Employee Job Orientation Guide which is due 30 days from the new employee's hire date.

Signature

Date

New Hire Processing Timeline

**Background checks - allow 48 hours after fingerprinting appointment*

**Pre-Employment Physicals - allow 3-4 days*

**All pre-employment processes must be completed according to the table below*

New Hire Processing Deadline by 5:00 pm	Desired Employee Start Date & Orientation Date 8:00 am to 5:00 pm
February 12, 2018	February 19, 2018
February 26, 2018	March 5, 2018
March 12, 2018	March 19, 2018
March 26, 2018	April 2, 2018
April 9, 2018	April 16, 2018
April 23, 2018	April 30, 2018
May 7, 2018	May 14, 2018
May 21, 2018	May 29, 2018
June 4, 2018	June 11, 2018
June 18, 2018	June 25, 2018
July 2, 2018	July 9, 2018
July 16, 2018	July 23, 2018
July 30, 2018	August 6, 2018
August 13, 2018	August 20, 2018
August 27, 2018	September 4, 2018
September 10, 2018	September 17, 2018
September 24, 2018	October 1, 2018
October 8, 2018	October 15, 2018
October 22, 2018	October 29, 2018
November 5, 2018	November 12, 2018
November 19, 2018	November 26, 2018
December 3, 2018	December 10, 2018
December 31, 2018	January 7, 2019
January 14, 2019	January 22, 2018

Parks and Recreation Investigation
July 2018

Exhibit C



Job Title: Recreation Aide - PT
Job Classification: Field / Maintenance

Job Number:
5045

Reports to:
Community Center Supervisor

Department:
Parks and Recreation – Recreation

Pay Grade:
207
Non-Exempt

PRIMARY DUTY: Under close supervision, assists in the delivery of City recreation programs and events.

ESSENTIAL FUNCTIONS: *Essential functions, as defined under the Americans with Disabilities Act, may include any of the following representative duties, knowledge and skills. Factors such as regular attendance at the job are not routinely listed in job descriptions, but are an essential function. Essential duties and responsibilities may include, but are not limited to, the following:*

- Provides and promotes recreation activities and events for City residents; sets up recreation sites and facilities for events and scheduled programs; maintains equipment and facilities in clean and safe condition; duties may vary according to job assignment.
- Organizes recreation activities, supervises program participants and enforces rules, regulations and safety precautions at indoor and outdoor facilities; maintains discipline, monitors behavior and resolves issues.
- Develops promotional media for events and special programs; tutors youth and assists with schoolwork.
- Reports and resolves complaints, requests, safety conditions, security issues and illegal activities.
- Supports the relationship between the City of Waco and the general public by demonstrating courteous and cooperative behavior when interacting with citizens, visitors and City staff; maintains confidentiality of work-related issues and City information; performs other duties as required or assigned.

KNOWLEDGE AND SKILLS:

Knowledge:

- City policies and procedures.
- Policies, rules and regulations governing the conduct and safety of public recreation programs.

Skill in:

- Interacting with people of different social, economic and ethnic backgrounds.
- Establishing and maintaining cooperative working relationships with co-workers and general public.
- Promoting and enforcing safe work practices.
- Communicating effectively verbally and in writing.

MINIMUM QUALIFICATIONS:

High School diploma or GED is required.

LICENSE AND CERTIFICATION:

- Must possess a valid Texas Driver's License.
- Depending on the needs of the recreation center assigned to, may require bilingual testing and certification.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- The physical activities of this position include:
 - Climbing - Ascending or descending ladders, stairs, scaffolding, ramps, poles and the like, using feet and legs and/or hands and arms. Body agility is emphasized.

- Balancing - Maintaining body equilibrium to prevent falling and walking, standing or crouching on narrow, slippery, or erratically moving surfaces.
- Stooping - Bending body downward and forward by bending spine at the waist.
- Kneeling - Bending legs at knee to come to a rest on knee or knees.
- Crouching - Bending the body downward and forward by bending leg and spine.
- Crawling - Moving about on hands and knees or hands and feet.
- Reaching - Extending hand(s) and arm(s) in any direction.
- Standing - Particularly for sustained periods of time.
- Walking - Moving about on foot to accomplish tasks, particularly for long distances or moving from one work site to another.
- Pushing - Using upper extremities to press against something with steady force in order to thrust forward, downward or outward.
- Pulling - Using upper extremities to exert force in order to drag, haul or tug objects in a sustained motion.
- Lifting - Raising objects from a lower to a higher position or moving objects horizontally from position-to-position. This factor is important if it occurs to a considerable degree and requires substantial use of upper extremities and back muscles.
- Finger Dexterity - Picking, pinching, typing or otherwise working, primarily with fingers rather than with the whole hand as in handling.
- Grasping - Applying pressure to an object with the fingers and palm.
- Feeling - Perceiving attributes of objects, such as size, shape, temperature or texture by touching with skin, particularly that of fingertips.
- Talking - Expressing or exchanging ideas by means of the spoken word. Those activities in which they must convey detailed or important spoken instructions to other workers accurately, loudly, or quickly.
- Hearing - Perceiving the nature of sounds at normal speaking levels with or without correction. Ability to receive detailed information through oral communication and to make the discriminations in sound.
- Repetitive motion - Substantial movements (motions) of the wrists, hands and/or fingers.
- The physical requirements of this position
 - Medium work. Exerting up to 50 pounds of force occasionally and/or up to 30 pounds of force frequently and/or up to 10 pounds of force constantly to move objects.
- The visual acuity requirements including color, depth perception and field vision.
 - The worker is required to have close visual acuity to perform an activity such as: preparing and analyzing data and figures; transcribing; viewing a computer terminal; extensive reading; visual inspection involving small defects, small parts and/or operation of machines (including inspection); using measurement devices; and/or assembly or fabrication parts at distances close to the eyes.
- The conditions the worker will be subject to in this position
 - Work is performed primarily in an indoor setting or well-lit temperature-controlled working environment.
 - The worker is subject to both environmental conditions. Activities occur inside and outside with temperatures that may be below 32° or above 100° for periods of more than one hour. Consideration should be given to the effect of other environmental conditions, such as wind and humidity.
 - The worker is subject to noise. There is sufficient noise to cause the worker to shout in order to be heard above ambient noise level.
 - The worker is subject to atmospheric conditions. One or more of the following conditions that affect the respiratory system or the skin: venom, dander, chemicals, fumes, odors, dust, mists, gases, or poor ventilation.
 - The worker is frequently in close quarters, crawl spaces, enclosed rooms and other areas that could cause claustrophobia.
 - The worker is required to function in narrow aisles or passageways.

This job description is not intended to be construed as an exhaustive list of responsibilities, duties and skills required. City management has exclusive rights to alter this job description at any time without notice.

Employees will be required to follow any other job related instructions and to perform any other job related duties requested by any person authorized to give instructions or assignments.

This document does not create an employment contract, implied or otherwise, other than an 'at-will' relationship.

Job Description Acknowledgement

I verify that I have received a copy of my job description by the signature below. As an employee of the City of Waco, I understand the duties and responsibilities assigned to me. Furthermore, I understand that the duties listed above are guidelines and will change over time, as necessary. From time to time, I understand that I may be asked to perform duties and handle responsibilities that are not specifically addressed in my job description.

Employee's Signature

Date

Employee's Printed Name

Employee Identification Number



Job Title: Recreation Aide - Seasonal

Job Number:

Job Classification: Seasonal

5046

Reports to:

Community Center Supervisor

Department:

Parks and Recreation – Recreation

Pay Grade:

207

Non-Exempt

PRIMARY DUTY: Under close supervision, assists in the delivery of City recreation programs and events.

ESSENTIAL FUNCTIONS: *Essential functions, as defined under the Americans with Disabilities Act, may include any of the following representative duties, knowledge and skills. Factors such as regular attendance at the job are not routinely listed in job descriptions, but are an essential function. Essential duties and responsibilities may include, but are not limited to, the following:*

- Provides and promotes recreation activities and events for City residents; sets up recreation sites and facilities for events and scheduled programs; maintains equipment and facilities in clean and safe condition; duties may vary according to job assignment.
- Organizes recreation activities, supervises program participants and enforces rules, regulations and safety precautions at indoor and outdoor facilities; maintains discipline, monitors behavior and resolves issues.
- Develops promotional media for events and special programs; tutors youth and assists with schoolwork.
- Reports and resolves complaints, requests, safety conditions, security issues and illegal activities.
- Supports the relationship between the City of Waco and the general public by demonstrating courteous and cooperative behavior when interacting with citizens, visitors and City staff; maintains confidentiality of work-related issues and City information.
- Performs other duties as required or assigned.
- Driving is an essential function of the job.

KNOWLEDGE AND SKILLS:

Knowledge:

- City policies and procedures.
- Policies, rules and regulations governing the conduct and safety of public recreation programs.

Skill in:

- Interacting with people of different social, economic and ethnic backgrounds.
- Establishing and maintaining cooperative working relationships with co-workers and general public.
- Promoting and enforcing safe work practices.
- Communicating effectively verbally and in writing.

MINIMUM QUALIFICATIONS:

High School diploma or GED is required

LICENSE AND CERTIFICATION:

- Must possess a valid Texas Driver's License.
- Depending on the needs of the City, specific technical training and certifications may be required for some incumbents.
- Depending on the needs of the recreation center assigned to, may require bilingual testing and certification.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- The physical activities of this position include:
 - Climbing - Ascending or descending ladders, stairs, scaffolding, ramps, poles and the like, using feet and legs and/or hands and arms. Body agility is emphasized.
 - Balancing - Maintaining body equilibrium to prevent falling and walking, standing or crouching on narrow, slippery, or erratically moving surfaces.
 - Stooping - Bending body downward and forward by bending spine at the waist.
 - Kneeling - Bending legs at knee to come to a rest on knee or knees.
 - Crouching - Bending the body downward and forward by bending leg and spine.
 - Crawling - Moving about on hands and knees or hands and feet.
 - Reaching - Extending hand(s) and arm(s) in any direction.
 - Standing - Particularly for sustained periods of time.
 - Walking - Moving about on foot to accomplish tasks, particularly for long distances or moving from one work site to another.
 - Pushing - Using upper extremities to press against something with steady force in order to thrust forward, downward or outward.
 - Pulling - Using upper extremities to exert force in order to drag, haul or tug objects in a sustained motion.
 - Lifting - Raising objects from a lower to a higher position or moving objects horizontally from position-to-position. This factor is important if it occurs to a considerable degree and requires substantial use of upper extremities and back muscles.
 - Finger Dexterity - Picking, pinching, typing or otherwise working, primarily with fingers rather than with the whole hand as in handling.
 - Grasping - Applying pressure to an object with the fingers and palm.
 - Feeling - Perceiving attributes of objects, such as size, shape, temperature or texture by touching with skin, particularly that of fingertips.
 - Talking - Expressing or exchanging ideas by means of the spoken word. Those activities in which they must convey detailed or important spoken instructions to other workers accurately, loudly, or quickly.
 - Hearing - Perceiving the nature of sounds at normal speaking levels with or without correction. Ability to receive detailed information through oral communication and to make the discriminations in sound.
 - Repetitive motion - Substantial movements (motions) of the wrists, hands and/or fingers.
- The physical requirements of this position
 - Medium work. Exerting up to 50 pounds of force occasionally and/or up to 30 pounds of force frequently and/or up to 10 pounds of force constantly to move objects.
- The visual acuity requirements including color, depth perception and field vision.
 - The worker is required to have close visual acuity to perform an activity such as: preparing and analyzing data and figures; transcribing; viewing a computer terminal; extensive reading; visual inspection involving small defects, small parts and/or operation of machines (including inspection); using measurement devices; and/or assembly or fabrication parts at distances close to the eyes.
- The conditions the worker will be subject to in this position
 - Work is performed primarily in an indoor setting or well-lit, temperature-controlled working environment.
 - The worker is subject to both environmental conditions. Activities occur inside and outside with temperatures that may be below 32° or above 100° for periods of more than one hour. Consideration should be given to the effect of other environmental conditions, such as wind and humidity.

- The worker is subject to noise. There is sufficient noise to cause the worker to shout in order to be heard above ambient noise level.
- The worker is subject to atmospheric conditions. One or more of the following conditions that affect the respiratory system or the skin: venom, dander, chemicals, fumes, odors, dust, mists, gases, or poor ventilation.
- The worker is frequently in close quarters, crawl spaces, enclosed rooms and other areas that could cause claustrophobia.
- The worker is required to function in narrow aisles or passageways.

This job description is not intended to be construed as an exhaustive list of responsibilities, duties and skills required. City management has exclusive rights to alter this job description at any time without notice.

Employees will be required to follow any other job related instructions and to perform any other job related duties requested by any person authorized to give instructions or assignments.

This document does not create an employment contract, implied or otherwise, other than an 'at-will' relationship.

Job Description Acknowledgement

I verify that I have received a copy of my job description by the signature below. As an employee of the City of Waco, I understand the duties and responsibilities assigned to me. Furthermore, I understand that the duties listed above are guidelines and will change over time, as necessary. From time to time, I understand that I may be asked to perform duties and handle responsibilities that are not specifically addressed in my job description.

Employee's Signature

Date

Employee's Printed Name

Employee Identification Number

Parks and Recreation Investigation
July 2018

Exhibit D

**CITY OF WACO
CHECK REQUISITION FORM**

PAY TO:




Today's Date: 06/28/18
Date Ck Needed: 07/06/18

PICK UP @WINDOW

Invoice Number	Account No. / Project No.	Description	Amount
6/28/18	10003344623100	Instructed 20 summer camp classes @ \$25.00 per class	500.00
			\$ 500.00

Departmental Approvals

Requested By: Aericka Ridge 

Approved By: 

City Mgrs Office:
Amounts greater than \$25,000 require
City Manager's Office Approval

Method of Distribution

Mail

☒ Pick Up

☐ Courier Deliver To: _____

Budget

Compliance: Are budget funds available? ☒ Yes. ☐ No. If "No", please attach explanation.

According to policy, Check Requisitions are allowed only for specific types of payments.

For this request, indicate the authorized payment type from the policy, Section C. 14

Accounting Use Only			
Batch No.	Due Date	Input Date	Bank Code
		Invoices Verified for	Vendor No.
		Payment By	Invoice Date

Invoice!

6/28/2018

[REDACTED]

SSN:

<u>Date</u>	<u>Description</u>	<u>Amount</u>
6/28/18	Instructed 20 summer camp classes @ \$25.00 per class	\$500.00

<u>TOTAL</u>	<u>\$500.00</u>
---------------------	------------------------

Signature: [REDACTED]

Date: 6/28/18

Run Date: 06/28/18
Run Time: 2:36P

Activity Rosters

User: AR

Activity-Section: 144301-01, Dewey Summer Camp 1

Dates: 06/04/2018 Thru 06/29/2018

Holidays: 07/04/2013

Time: 7:30A Thru 5:30P

Meeting Days: M,Tu,W,Th,F

Location: GYM-DEWEY-DCGYM

Waiting List

Tot Enrolled:	72
----------------------	-----------

Section: Max Count: 102 Min Count: 0

Resident:	Max Count:	102	Enrolled:	71
-----------	------------	-----	-----------	----

Non-Resident:	Max Count:	102	Enrolled:	1
---------------	------------	-----	-----------	---

Status: A

Instructors:

Age:

Age:

Age:

Age:

Age:

Age:

Age:

Age:

Age:

Age:

Age:

Age:

Age:

Age:

Age:

Age:

Age:

6/25/2018	8.00	\$	10.50	\$	84.00
6/26/2018	8.00	\$	10.50	\$	84.00
6/27/2018	8.00	\$	10.50	\$	84.00
6/28/2018	8.00	\$	10.50	\$	84.00
6/29/2018	8.00	\$	10.50	\$	84.00

Regular Pay		\$	420.00
-------------	--	----	--------

Flat Rate		\$	500.00
-----------	--	----	--------

Difference		\$	(80.00)
------------	--	----	---------

Prepared
Program PR503L
City of Waco

Time Sheets
From -

Employee: [REDACTED]

Dpt/Div/Act:

COMP TIME

HOLIDAY ACCRUED

SICK LEAVE

VACATION

Day	Date	Type	Hours	Proj	Rate /\$	Fund Dp/Dv/Ac	El/Ob	Type	Hours	Proj	Rate /\$	Fund Dp/Dv/Ac	El/Ob	Total
Sun	6/24/18													
Mon	6/25/18		8.0											
Tue	6/26/18		8.0											
Wed	6/27/18		8.0											
Th	6/28/18		8.0											
Fri	6/29/18		8.0											
Sat	6/30/18		40.0											2.1
Sun														
Mon														
Tue														
Wed														
Th														
Fri														
Sat														

Totals by type:

40.0

40.0

Employee's signature: [REDACTED]
Meal Reimbursement:

Approved by:

[Signature]

Date:

We (employee and supervisor) certify that the days and hours worked as shown above are true and complete. We also certify that the expenditure accounts charged (default accounts shown to the right and/or override accounts entered above) reflect accurate distributions of the hours reported for this pay period.

Percent Account

DEFAULT ACCOUNT CHARGES

Percent Account

Percent Account



MEMORANDUM OF AGREEMENT

COUNTY OF MCLENNAN

STATE OF TEXAS

§
§
§

KNOW ALL PERSONS BY THESE PRESENTS:

THIS AGREEMENT is made by and between the CITY OF WACO, a municipal corporation of McLennan County, Texas, hereinafter referred to as "CITY" and _____ herein after referred to as "Contractor."

I. RECITALS:

The City desires to enter into an Agreement with Contractor to provide Instruction Services for classes sponsored by the City of Waco Parks and Recreation Department.

II. TERM AND SCOPE OF SERVICES

The term of this contract shall be January 8, 2018 through December 31, 2018.

The services to be provided include Instructor in Bilingual/English Instructor for classes sponsored by the City of Waco Parks and Recreation Department.

III. COMPENSATION

For and in consideration of Contractor fully and faithfully complying with all terms, provisions and stipulations of this Agreement, the City undertakes, covenants, and agrees to pay Contractor for services as herein contracted, the amount of:

\$ 25.00 per Class

IV. INDEPENDENT CONTRACTOR

Contractor shall carry out the terms of this Agreement as an independent contractor and not as an agent, servant, or employee of City. Accordingly, Contractor shall not receive any employee benefits. For all purposes hereunder, Contractor shall be deemed to be an independent contractor and it is mutually agreed that nothing contained herein shall be deemed or construed to constitute a partnership or joint venture between or among Contractor and City.

V. INDEMNITY CLAUSE

Contractor agrees to assume full responsibility and liability for the services performed under this Agreement, and hereby agrees to indemnify, protect and hold harmless the City, its employees, agents, and servants of and from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, including death of, persons and any losses for damages to property caused by, or alleged to be caused by, arising out of or alleged to arise out of, either directly or indirectly or in connection with the services to be performed hereunder, whether or not said claims, demand, or causes of action are caused by the sole negligence of the City, its employees, agents, or servants, or by the concurrent negligence of the City and some other third party.

VI. DRUG-FREE WORKPLACE

Contractor will be subject to the drug-free workplace requirements as set forth in Exhibit "A."

VII. MISCELLANEOUS

All exhibits described in this Agreement are attached hereto and incorporated herein by reference for all purposes.

Misspelling of one or more words shall not void this Agreement. Such misspelled words shall be read so as to have the meaning apparently intended by the parties.

The obligations and undertakings of each of the parties to this Agreement shall be performable at Waco, McLennan County, Texas.

This Agreement is governed by the laws of the State of Texas.

This Agreement constitutes the entire agreement between the City and Contractor, and all negotiations and all understandings between the parties are merged herein.

This Agreement can be supplemented and/or amended only by a dated written document executed by both Contractor and the City.

This Agreement may be terminated by either party by giving seven (7) days written notice of termination; except that, in the event there is a conflict between this provision and Exhibit "A," then Exhibit "A" shall prevail.

Contractor shall not assign or transfer any right or interest in the Agreement, in whole or in part, without prior written approval of the City.

This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.

EXECUTED this 2nd day of January, 2018.

CONTRACTOR

Signature: [REDACTED]

Print Name & Title: [REDACTED]

Address: [REDACTED]

Signed by Parent/Guardian if under 18: _____ DATE _____

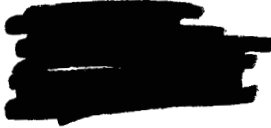
EXECUTED this 17th day of January, 2018.

CITY OF WACO, TEXAS

By: John Williams DPR
John Williams, Director of Parks and Recreation

**CITY OF WACO
CHECK REQUISITION FORM**

PAY TO:




Today's Date: 06/08/18

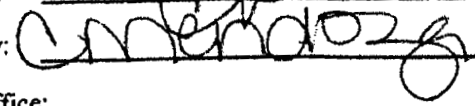
Date Ck Needed: 06/14/18

PICK UP @ WINDOW

Invoice Number	Account No. / Project No.	Description	Amount
6/8/18		Payed Instructor Fee 30 Classes @\$16.00 6/4/18-06/8/18 Arts/Craft	\$ 480.00
	10003342623100		
			\$ 480.00

Departmental Approvals

Requested By: Ernest Jones 

Approved By: 

City Mgrs Office:

Amounts greater than \$25,000 require
City Manager's Office Approval

Method of Distribution

☐ Mail

☒ Pick Up

☐ Courier Deliver To: _____

Budget

Compliance: Are budget funds available? * Yes. ☐ No. If "No", please attach explanation.

According to policy, Check Requisitions are allowed only for specific types of payments.

For this request, indicate the authorized payment type from the policy, Section C.



[REDACTED]

<u>Description</u>	<u>Total Amount</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Amount</u>
Arts/Crafts (Afterschool Crafts-Set/Prep)	16.00		6	96.00
June 4, 2018				
Arts/Crafts (Afterschool Crafts-Set/Prep)	16.00		5	80.00
June 5, 2018				
Arts/Crafts (Afterschool Crafts-Set/Prep)	16.00		7	112.00
June 6, 2018				
Arts/Crafts (Afterschool Crafts-Set/Prep)	16.00		6	96.00
June 7, 2018				
Arts/Crafts (Afterschool Crafts-Set/Prep)	16.00		6	96.00
June 8, 2018				

Total Owed \$480.00

Signature

[REDACTED]

Date 6-8-18

**CITY OF WACO
CHECK REQUISITION FORM**

PAY TO:



Today's Date: 06/15/18

Date Ck Needed: 06/21/18

PICK UP @WINDOW

Invoice Number	Account No. / Project No.	Description	Amount
6/15/18		Payed Instructor Fee 24 Classes @\$16.00 6/11/18-6/14/18 Arts/Craft	\$ 384.00
	10003342623100		
			\$ 384.00

Departmental Approvals

Requested By: Ernest Jones

Approved By:

City Mgrs Office:

Amounts greater than \$25,000 require
City Manager's Office Approval

Method of Distribution

☐ Mail

☒ Pick Up

☐ Courier Deliver To: _____

Budget

Compliance: Are budget funds available? * Yes. ☐ No. If "No", please attach explanation.

According to policy, Check Requisitions are allowed only for specific types of payments.

For this request, indicate the authorized payment type from the policy, Section C.





<u>Description</u>	<u>Total Amount</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Amount</u>
Arts/Crafts (Afterschool Crafts-Set/Prep)	16.00		6	96.00
June 11, 2018				
Arts/Crafts (Afterschool Crafts-Set/Prep)	16.00		6	96.00
June 12, 2018				
Arts/Crafts (Afterschool Crafts-Set/Prep)	16.00		6	96.00
June 13, 2018				
Arts/Crafts (Afterschool Crafts-Set/Prep)	16.00		6	96.00
June 14, 2018				

Total Owed \$384.00

Signature  Date 6/14/18

[REDACTED]

<u>Description</u>	<u>Total Amount</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Amount</u>
Arts/Crafts (Afterschool Crafts-Set/Prep)	16.00		6 8	96.00
June 4, 2018				
Arts/Crafts (Afterschool Crafts-Set/Prep)	16.00		5 8	80.00
June 5, 2018				
Arts/Crafts (Afterschool Crafts-Set/Prep)	16.00		7 8	112.00
June 6, 2018				
Arts/Crafts (Afterschool Crafts-Set/Prep)	16.00		6 8	96.00
June 7, 2018				
Arts/Crafts (Afterschool Crafts-Set/Prep)	16.00		6 8	96.00
June 8, 2018				

780430

Total Owed \$480.00

Signature

[REDACTED]

Date

6-8-18

[REDACTED]

<u>Description</u>	<u>Total Amount</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Amount</u>
Arts/Crafts (Afterschool Crafts-Set/Prep) June 11, 2018	16.00		68	96.00
Arts/Crafts (Afterschool Crafts-Set/Prep) June 12, 2018	16.00		68	96.00
Arts/Crafts (Afterschool Crafts-Set/Prep) June 13, 2018	16.00		78	112.00
Arts/Crafts (Afterschool Crafts-Set/Prep) June 14, 2018	16.00		68	96.00

Went to
Michael's
Arts/Crafts
Set
reg old 15th
730.430

Total Owed \$400.00

Signature

[REDACTED]

Date

6-14-18

Prepared
Program PR503L
City of Waco

Time Sheets
From

Employee:

8601

Dpt/Div/Act:

COMP TIME		HOLIDAY ACCRUED				SICK LEAVE				VACATION				
Day	Date	Type	Hours	Proj	Rate /%	Fund Dp/Dv/Ac	El/Ob	Type	Hours	Proj	Rate /%	Fund Dp/Dv/Ac	El/Ob	Total
Sun														
Mon	6/4/18		8.0											
Tue	6/5/18		8.0											
Wed	6/6/18		8.0											
Thr	6/7/18		8.0											
Fri	6/8/18		8.0											
Sat														40.0
Sun														
Mon	6/11/18		8.0											
Tue	6/12/18		8.0											
Wed	6/13/18		8.0											
Thr	6/14/18		8.0											
Fri														
Sat														32.0
Totals by type:														122.0

Employee's signature: _____
Meal Reimbursement: _____

Approved by: _____

Date: _____

We (employee and supervisor) certify that the days and hours worked as shown above are true and complete. We also certify that the expenditure accounts charged (default accounts shown to the right and/or override accounts entered above) reflect accurate distributions of the hours reported for this pay period.

Percent Account

DEFAULT ACCOUNT

CHARGES
Percent Account



MEMORANDUM OF AGREEMENT

COUNTY OF MCLENNAN

§

§

STATE OF TEXAS

§

KNOW ALL PERSONS BY THESE PRESENTS:

THIS AGREEMENT is made by and between the CITY OF WACO, a municipal corporation of McLennan County, Texas, hereinafter referred to as "CITY" and _____ herein after referred to as "Contractor."

I. RECITALS:

The City desires to enter into an Agreement with Contractor to provide Instruction Services for classes sponsored by the City of Waco Parks and Recreation Department.

II. TERM AND SCOPE OF SERVICES

The term of this contract shall be January 16, 20¹⁸ through May 31, 20¹⁸.

The services to be provided include Instructor in Computer instruction _____ for classes sponsored by the City of Waco Parks and Recreation Department.

III. COMPENSATION

For and in consideration of Contractor fully and faithfully complying with all terms, provisions and stipulations of this Agreement, the City undertakes, covenants, and agrees to pay Contractor for services as herein contracted, the amount of:

\$ 16 per class _____

IV. INDEPENDENT CONTRACTOR

Contractor shall carry out the terms of this Agreement as an independent contractor and not as an agent, servant, or employee of City. Accordingly, Contractor shall not receive any employee benefits. For all purposes hereunder, Contractor shall be deemed to be an independent contractor and it is mutually agreed that nothing contained herein shall be deemed or construed to constitute a partnership or joint venture between or among Contractor and City.

V. INDEMNITY CLAUSE

Contractor agrees to assume full responsibility and liability for the services performed under this Agreement, and hereby agrees to indemnify, protect and hold harmless the City, its employees, agents, and servants of and from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, including death of, persons and any losses for damages to property caused by, or alleged to be caused by, arising out of or alleged to arise out of, either directly or indirectly or in connection with the services to be performed hereunder, whether or not said claims, demand, or causes of action are caused by the sole negligence of the City, its employees, agents, or servants, or by the concurrent negligence of the City and some other third party.

VI. DRUG-FREE WORKPLACE

Contractor will be subject to the drug-free workplace requirements as set forth in Exhibit "A."

VII. MISCELLANEOUS

All exhibits described in this Agreement are attached hereto and incorporated herein by reference for all purposes.

Misspelling of one or more words shall not void this Agreement. Such misspelled words shall be read so as to have the meaning apparently intended by the parties.

The obligations and undertakings of each of the parties to this Agreement shall be performable at Waco, McLennan County, Texas.

This Agreement is governed by the laws of the State of Texas.

This Agreement constitutes the entire agreement between the City and Contractor, and all negotiations and all understandings between the parties are merged herein.

This Agreement can be supplemented and/or amended only by a dated written document executed by both Contractor and the City.

This Agreement may be terminated by either party by giving seven (7) days written notice of termination; except that, in the event there is a conflict between this provision and Exhibit "A," then Exhibit "A" shall prevail.

Contractor shall not assign or transfer any right or interest in the Agreement, in whole or in part, without prior written approval of the City.

This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.

EXECUTED this 11 day of January, 2018.

CONTRACTOR

Signature: _____

Print Name & Title: _____

Address: _____

Signed by Parent/Guardian if under 18: _____ DATE _____

EXECUTED this 11 day of January, 2018.

CITY OF WACO, TEXAS

By: John Williams DBA
John Williams, Director of Parks and Recreation

Parks and Recreation Investigation
July 2018

Exhibit E



www

STATE OF TEXAS

THIS AGREEMENT is made by and between the CITY OF WACO, a municipal corporation of McLennan County, Texas, hereinafter referred to as "CITY" and [REDACTED] herein after referred to as "Contractor."

The City desires to enter into an Agreement with Contractor to provide **Instruction Services** for classes sponsored by the City of Waco Parks and Recreation Department.

The term of this contract shall be May 31, 2018 through July 31, 2018

III. COMPENSATION

\$ 30.00 per Class

Contractor shall carry out the terms of this Agreement as an independent contractor and not as an agent, servant, or employee of City. Accordingly, Contractor shall not receive any employee benefits. For all purposes hereunder, Contractor shall be deemed to be an independent contractor and it is mutually agreed that nothing contained herein shall be deemed or construed to constitute a partnership or joint venture between or among Contractor and City.

V. INDEMNITY CLAUSE

Contractor agrees to assume full responsibility and liability for the services performed under this Agreement, and hereby agrees to indemnify, protect and hold harmless the City, its employees, agents, and servants of and from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, including death of, persons and any losses for damages to property caused by, or alleged to be caused by, arising out of or alleged to arise out of, either directly or indirectly or in connection with the services to be performed hereunder, whether or not said claims, demand, or causes of action are caused by the sole negligence of the City, its employees, agents, or servants, or by the concurrent negligence of the City and some other third party.

VI. DRUG-FREE WORKPLACE

Contractor will be subject to the drug-free workplace requirements as set forth in Exhibit "A."

VII. MISCELLANEOUS

All exhibits described in this Agreement are attached hereto and incorporated herein by reference for all purposes.

Misspelling of one or more words shall not void this Agreement. Such misspelled words shall be read so as to have the meaning apparently intended by the parties.

The obligations and undertakings of each of the parties to this Agreement shall be performable at Waco, McLennan County, Texas.

This Agreement is governed by the laws of the State of Texas.

This Agreement constitutes the entire agreement between the City and Contractor, and all negotiations and all understandings between the parties are merged herein.

This Agreement can be supplemented and/or amended only by a dated written document executed by both Contractor and the City.

This Agreement may be terminated by either party by giving seven (7) days written notice of termination; except that, in the event there is a conflict between this provision and Exhibit "A," then Exhibit "A" shall prevail.

Contractor shall not assign or transfer any right or interest in the Agreement, in whole or in part, without prior written approval of the City.

This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.

EXECUTED this 29th day of May, 2018.

CONTRACTOR

Signature: _____

Print Name & Title: _____

Address: _____

Signed by Parent/Guardian if under 18: _____

DATE _____

EXECUTED this 26th day of June, 2018.

CITY OF WACO, TEXAS

By: _____

John Williams DBK
John Williams, Director of Parks and Recreation

Parks and Recreation Investigation
July 2018

Exhibit F

HOME

Accept Cancel Search Browse Query Builder Add Update Delete Global Duplicate Print Text file PDF Excel Word Email Attach Notes Notify Alerts Requirements Eligibility Text Applicants Return Scores More...

Confirm Search Actions Output Office Tools Menu

Requisition Identification

Requisition 126 - 1 - 1

Description RECREATION AIDE (SEASONAL)

Status 7 - CLOSED Entry Date 01/19/2018

Leading Candidate

Main Salary Advertising Restrictions

Requisition Type Vacant Position

Employee 0

Hiring Manager 100139 STINNETT, EARL W

Recruiter

Job Class 5048 RECREATION AIDE-SEASONAL

Job Family SEAS - SEASONAL

Position 705046005 REC AIDE-SEASONAL

Hiring Freeze

Location PR03 - COMMUNITY CENTER MGR

Group/BU 70 - SEASONAL

Start 02/21/2018 End 04/17/2018

Reference 10 - 10 DAYS JOB OPENING

Workflow Status Y - APPROVED

Track for Racial Profiling

Requestor Name

Requestor Phone

Special Requirements

Workflow

Approve Reject Hold Forward Approvers

Job Opening
126-1

Description Location Status
RECREATION AIDE COMMUNITY CLOSED

Req Type
VACANT POSITION

Applicant Number

Last Name

First Name

Middle Name

Email

2110
2084
1861
1423
1289
1268
1279
2182
2165
2119
1404
1361
1081
2145
1410
1358
267

[REDACTED]

Hiring Manager
STINNETT, EARL W

Recruiter

Applicants

'New' Applicants Rejection Reason
17 0

Application Date Pending Status

04/11/2018 CANDIDATE
04/17/2018 CANDIDATE
03/29/2018 CANDIDATE
02/28/2018 CANDIDATE
02/22/2018 CANDIDATE
02/22/2018 CANDIDATE
03/03/2018 CANDIDATE
04/13/2018 DECLINED
04/12/2018 DECLINED
04/12/2018 DECLINED
02/26/2018 DECLINED
02/22/2018 DECLINED
04/02/2018 DECLINED
04/12/2018 REJECTED
02/28/2018 REJECTED
02/22/2018 REJECTED
04/02/2018 REJECTED



Job Title: Recreation Aide - Seasonal

Job Number:

Job Classification: Seasonal

5046

Reports to:

Community Center Supervisor

Department:

Parks and Recreation – Recreation

Pay Grade:

207
Non-Exempt

PRIMARY DUTY: Under close supervision, assists in the delivery of City recreation programs and events.

ESSENTIAL FUNCTIONS: *Essential functions, as defined under the Americans with Disabilities Act, may include any of the following representative duties, knowledge and skills. Factors such as regular attendance at the job are not routinely listed in job descriptions, but are an essential function. Essential duties and responsibilities may include, but are not limited to, the following:*

- Provides and promotes recreation activities and events for City residents; sets up recreation sites and facilities for events and scheduled programs; maintains equipment and facilities in clean and safe condition; duties may vary according to job assignment.
- Organizes recreation activities, supervises program participants and enforces rules, regulations and safety precautions at indoor and outdoor facilities; maintains discipline, monitors behavior and resolves issues.
- Develops promotional media for events and special programs; tutors youth and assists with schoolwork.
- Reports and resolves complaints, requests, safety conditions, security issues and illegal activities.
- Supports the relationship between the City of Waco and the general public by demonstrating courteous and cooperative behavior when interacting with citizens, visitors and City staff; maintains confidentiality of work-related issues and City information.
- Performs other duties as required or assigned.
- Driving is an essential function of the job.

KNOWLEDGE AND SKILLS:

Knowledge:

- City policies and procedures.
- Policies, rules and regulations governing the conduct and safety of public recreation programs.

Skill in:

- Interacting with people of different social, economic and ethnic backgrounds.
- Establishing and maintaining cooperative working relationships with co-workers and general public.
- Promoting and enforcing safe work practices.
- Communicating effectively verbally and in writing.

MINIMUM QUALIFICATIONS:

High School diploma or GED is required

LICENSE AND CERTIFICATION:

- Must possess a valid Texas Driver's License.
- Depending on the needs of the City, specific technical training and certifications may be required for some incumbents.
- Depending on the needs of the recreation center assigned to, may require bilingual testing and certification.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- The physical activities of this position include:
 - Climbing - Ascending or descending ladders, stairs, scaffolding, ramps, poles and the like, using feet and legs and/or hands and arms. Body agility is emphasized.
 - Balancing - Maintaining body equilibrium to prevent falling and walking, standing or crouching on narrow, slippery, or erratically moving surfaces.
 - Stooping - Bending body downward and forward by bending spine at the waist.
 - Kneeling - Bending legs at knee to come to a rest on knee or knees.
 - Crouching - Bending the body downward and forward by bending leg and spine.
 - Crawling - Moving about on hands and knees or hands and feet.
 - Reaching - Extending hand(s) and arm(s) in any direction.
 - Standing - Particularly for sustained periods of time.
 - Walking - Moving about on foot to accomplish tasks, particularly for long distances or moving from one work site to another.
 - Pushing - Using upper extremities to press against something with steady force in order to thrust forward, downward or outward.
 - Pulling - Using upper extremities to exert force in order to drag, haul or tug objects in a sustained motion.
 - Lifting - Raising objects from a lower to a higher position or moving objects horizontally from position-to-position. This factor is important if it occurs to a considerable degree and requires substantial use of upper extremities and back muscles.
 - Finger Dexterity - Picking, pinching, typing or otherwise working, primarily with fingers rather than with the whole hand as in handling.
 - Grasping - Applying pressure to an object with the fingers and palm.
 - Feeling - Perceiving attributes of objects, such as size, shape, temperature or texture by touching with skin, particularly that of fingertips.
 - Talking - Expressing or exchanging ideas by means of the spoken word. Those activities in which they must convey detailed or important spoken instructions to other workers accurately, loudly, or quickly.
 - Hearing - Perceiving the nature of sounds at normal speaking levels with or without correction. Ability to receive detailed information through oral communication and to make the discriminations in sound.
 - Repetitive motion - Substantial movements (motions) of the wrists, hands and/or fingers.
- The physical requirements of this position
 - Medium work. Exerting up to 50 pounds of force occasionally and/or up to 30 pounds of force frequently and/or up to 10 pounds of force constantly to move objects.
- The visual acuity requirements including color, depth perception and field vision.
 - The worker is required to have close visual acuity to perform an activity such as: preparing and analyzing data and figures; transcribing; viewing a computer terminal; extensive reading; visual inspection involving small defects, small parts and/or operation of machines (including inspection); using measurement devices; and/or assembly or fabrication parts at distances close to the eyes.
- The conditions the worker will be subject to in this position
 - Work is performed primarily in an indoor setting or well-lit, temperature-controlled working environment.
 - The worker is subject to both environmental conditions. Activities occur inside and outside with temperatures that may be below 32° or above 100° for periods of more than one hour. Consideration should be given to the effect of other environmental conditions, such as wind and humidity.

- The worker is subject to noise. There is sufficient noise to cause the worker to shout in order to be heard above ambient noise level.
- The worker is subject to atmospheric conditions. One or more of the following conditions that affect the respiratory system or the skin: venom, dander, chemicals, fumes, odors, dust, mists, gases, or poor ventilation.
- The worker is frequently in close quarters, crawl spaces, enclosed rooms and other areas that could cause claustrophobia.
- The worker is required to function in narrow aisles or passageways.

This job description is not intended to be construed as an exhaustive list of responsibilities, duties and skills required. City management has exclusive rights to alter this job description at any time without notice.

Employees will be required to follow any other job related instructions and to perform any other job related duties requested by any person authorized to give instructions or assignments.

This document does not create an employment contract, implied or otherwise, other than an 'at-will' relationship.

Job Description Acknowledgement

I verify that I have received a copy of my job description by the signature below. As an employee of the City of Waco, I understand the duties and responsibilities assigned to me. Furthermore, I understand that the duties listed above are guidelines and will change over time, as necessary. From time to time, I understand that I may be asked to perform duties and handle responsibilities that are not specifically addressed in my job description.

Employee's Signature

Date

Employee's Printed Name

Employee Identification Number