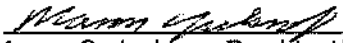





**INCUMBENT WORKER TRAINING
COST REIMBURSEMENT CONTRACT (VENDOR) NO. 2018-2019-IWT-2000**

Parties	
CareerSource Broward	The School Board of Broward County, Florida (hereinafter "Employer")
The Administrative Entity for the CareerSource Broward Council of Elected Officials Pursuant to an Inter-local Contract entered into in accordance with Florida Statutes §163.01	Tax ID #: 59-6000530
	Business Type: The Employer is a body corporate and political subdivision of the State of Florida
Notice Information	
Must be certified mail return receipt requested	
2610 West Oakland Park Blvd. Oakland Park, Florida 33311 (954) 202-3830	The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301 (954) 236-1326
Term of the Contract	
From: Enter Last Date Signed by the Parties	To: June 30, 2019
Signature Block	
CareerSource Broward	Employer
 Mason C. Jackson, President/CEO	(Must be an Owner or Officer) THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
DATE: <u>7/10/18</u>	_____ Nora Rupert, Chair
 Witness ()	DATE: _____
 Witness ()	_____ Robert W. Runcie, Superintendent of Schools
	Approved as to Form and Legal Content
	 Office of the General Counsel
Purpose	
The purpose of this Contract is to provide training to employees who have worked for the employer for a minimum of six (6) months prior to the training start date in order to increase the competitiveness of the employer and the employee trainees as described on the attached training plan.	

General Requirements Provisions

Sections headings are for the purpose of reference only

Prohibition Against Assignment	Employer may not assign this contract or subcontract their responsibilities without CSBD's written approval.
Independent Contractor	Employer is an independent contractor. This Contract does not create an agency or employment relationship between employer and CSBD.
Nepotism	Employee trainees may not be a member of Employer's immediate family or Employer's management or supervisory employee's family
Prohibition Against Improper Payments	Employer warrants that they have not employed any person to solicit or secure this Contract for a commission, percentage, brokerage, or contingent fee.
Modification	This Contract may be modified if both parties sign a written amendment. CSBD may unilaterally amend this Contract if there are changes in federal, state or local laws, rules, regulations, or policies.
Contract Construction	This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida.
Venue	Venue for litigation regarding this Contract shall be in Broward County, FL.
Exhibits	The following Exhibits are incorporated into and considered a part of this Contract. Any conflict between these documents and the Contract will be construed in favor of this Contract.
	Exhibit A Budget.
	Exhibit B Employer's Share Worksheet
	Exhibit C Training Courses and Match
	Exhibit D Assurances and Certifications
	Exhibit E Debarment
	Exhibit F Drug Free Workplace
	Exhibit G Lobbying Form
	Exhibit H Lobbying Certification
	Exhibit I Tobacco Smoke
Contract and Exhibits constitute the Entire Agreement	This Contract represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, and Contracts.
Termination	Either party may terminate this Contract, for convenience, upon thirty (30) days written notice to the other.
	CSBD may terminate this Contract if the state or federal government terminates or reduces the grants which make this contract possible.
	CSBD may terminate this Contract if Employer has breached this contract by violating the terms and conditions of this Contract.
	In the case of early termination of the contract other than for cause, costs will only be reimbursed up to the date of cancellation.
Access to Records and Record Retention	Employer agrees to provide SBBC employee records as listed in Identification of Employee trainees related to the program CSBD.
	Employer agrees to keep all records related to the contract program for 5 years.
	In the case of a claim, litigation, audit, or monitoring finding Employer agrees to keep program records until the matter is resolved even if the period extends beyond 5 years.
	Incomplete or incorrect entries in the books, and records, related to the program may be a basis for disallowance and recovery of any payment made to Employer.

General Requirements Provisions

Sections headings are for the purpose of reference only

<p>Employee Records</p>	<p>Safeguarding confidential employee records. Notwithstanding any provision to the contrary within this Agreement, CSBD shall 1) fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records, 2) hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law, 3) only share employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement, 4) protect employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and information, 5) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone and email at 754-321-0300 (I & T Security), and 754-321-1900 (Privacy Officer), privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes, 6) prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, and 7) be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law. This section shall survive the termination of all performance or obligations under this Agreement.</p>
<p>Public Records</p>	<p>Any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.</p>
<p>Liability/ Indemnification</p>	<p>Employer agrees to indemnify, and hold harmless, CSBD, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorneys fees, court costs, and expenses, and at CSBD's option, defend or pay for an Attorney selected by CSBD, for or on account of suits or damages of any kind caused by a negligent act or omission of Employer, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Contract including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Contract.</p>

General Requirements Provisions

Sections headings are for the purpose of reference only

Insurance	Employer agrees to maintain the insurance coverage listed below:	
	Workers Compensation Coverage	In compliance with Chapter 440, Florida Statutes.
	Comprehensive General Liability Coverage	With a minimum limit of one million dollars (\$1,000,000.00) per occurrence and combined single limit for bodily injury liability and property damage liability.
		Including premises and/or operations
		Including independent contractors
		Including products and/or completed operations for contracts
		Including broad form contractual coverage applicable to this contract including a hold harmless and/or indemnification
	Personal Injury Coverage with no Employee and Contractual Exclusions and minimum coverage limits equal to those required for Bodily Injury Liability and Property Damage Liability.	
	Business Automobile Liability, or Non Owner Vehicle Insurance	If individuals are being transported or are using their car to participate in the program other than driving to and from work
		Minimum limits of \$500,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.
Adding CSBD as a 3 rd Party Insured	Employer agrees to have a certificate issued naming CSBD and their governing boards as additional insureds under their General Liability and Auto Insurance Policies	
	Employer shall furnish certified copies of the Certificates of Insurance or endorsements to CSBD upon contract execution.	
	All policies must be endorsed to provide CSBD with at least thirty (30) days' notice of cancellation and/or restriction.	

TRAINING

Identification of Employee Trainees	Employer shall identify the employees to be trained under this Contract			
	Employer shall provide the following information with respect to each employee/trainee prior to training:			
		Employee Name		
		Social Security Number		
		Date of Birth		
		Evidence of citizenship, legal residency, Driver's License, or I-9		
		Employee contact information and cell number		
	CSBD will determine selective service registration for male employees. Employees who did not register timely for selective service may not be provided training under this Contract.			
	Employer shall provide or assure employee/trainees provide CSBD with the information listed below as it applies to each employee/trainee. CSBD agrees to keep the information confidential:			
		Gender	Race	Ethnicity
	Education Level	Veteran Status	Public Assistance	
Number of Employee Trainees	The number of employee/trainees shall be: 65			
Employee/Trainee Wage	Current Wage by Job Title:	Wage After Training By Job Title:		
	\$27.00 per hour	\$27.00 per hour		
Required Training Documents	Employer must maintain the following training documents			
		Employee identification information		
		Written time and attendance records to document the days and hours each employee-trainee spends in training		
		Sign-in sheets for each course and each day during which training is provided. Sign in sheets must contain original signatures of the employee - trainees		
	Certificates or credentials			
Training Courses	Occupation/Job Title: Teacher			
	1.	EDF 3280 Instructional Strategies		
	2.	EDG 4410 Classroom Management		
	3.	RED 3342 Foundation of Research-based Practices in Reading Education		
	4.	EDP 4004 Principles of Educational Psychology (Human Development)		
	5.	EDF 4430 Educational Tests and Measurements		
	6.	EEX 3011 Introduction to Exceptional Student Education		
	7.	TSL 3080 ESOL Issues and Strategies		
Training Provider	<input type="checkbox"/>	Internal staff Name and Title:		
	<input checked="" type="checkbox"/>	Educational institution Name: Broward College		
	<input type="checkbox"/>	Certified Instructor(s) Name and Certifying Entity:		

Training

The Curriculum	Curriculum to be provided by:	Employer <input type="checkbox"/>	Other <input checked="" type="checkbox"/>
	Specify : Broward College		
Employee will receive a Certificate or Credential	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Completion of Training	Employee will be considered to have completed training when they:		
	A.	Complete the training course(s) days/hours, and	
	B.	Receive the training certificate or industry certification if applicable.	
CSBD Grievance Procedures	Employer agrees to adhere to CSBD's grievance procedures if a complaint arises in connection with the training.		

Contract Compensation

I	Compensation	1.	CSBD will reimburse Employer up to \$142,824.00 in accordance with the attached budget.	
		2.	Employer is responsible for their share of the training costs as indicated in section IV below.	
		A.	Employer's share will be comprised of one or more of the cost elements indicated in Section V below.	
		B.	If any of the elements comprising "Employer's Share" are reduced CSBD shall adjust the compensation due the Employer to assure the "Employer Share" meets the federal requirement per WIOA §134(d)(4).	
		3.	Invoices must be submitted on the CSBD Invoice Form.	
		4.	Invoices must be submitted within 10 working days of the training end date.	
		5.	Invoices must be accompanied by the documents identified in section II below.	
II	Documents to be Submitted with Employer's Invoice		Documentation that supports the training costs and "Employer's Share".	
			Wages	Cancelled checks, or copy of electronic payments.
		<input checked="" type="checkbox"/>	3 rd Party Service Provider(s)	A copy of the invoice(s), and a copy of the front and back of the cancelled check or electronic payment to the 3 rd party.
			Purchases	A copy of the invoice, and a copy of the front and back of the cancelled check or electronic payment.
		<input checked="" type="checkbox"/>	Training Completion	Copy of the certificate or credential.
		<input checked="" type="checkbox"/>	"Employer Share"	Written time and attendance records documenting the days/hours each employee-trainee spent in training.
		<input checked="" type="checkbox"/>	Evidence of training participation	
III	Employer Size	Employer's workforce consists of		
		<input type="checkbox"/>	1 – 50 employees (including those employed through a staffing company, PEO or employee leasing company).	
		<input type="checkbox"/>	51 - 100 employees (including those employed through a staffing company, PEO or employee leasing company).	
		<input checked="" type="checkbox"/>	101 or more employees (including those employed through a staffing company, PEO or employee leasing company).	

Contract Compensation

IV	Employer's Share of Training Costs	<input type="checkbox"/>	Ten percent	1 - 50 employees
	"Employer's Share"	<input type="checkbox"/>	Twenty-five percent (25%)	51 - 100 employees
		<input checked="" type="checkbox"/>	Fifty percent (50%)	100 or more employees
V	Employer Portion of Training	<input type="checkbox"/>	Employee/Trainee wage records if used for employer's share.	
	Worksheet is attached as Exhibit B.	<input type="checkbox"/>	Employee/Trainee wages while attending training.	
		<input type="checkbox"/>	Proportionate cost of the space used for the training.	
		<input type="checkbox"/>	Proportionate cost of the utilities associated with the training space.	
		<input checked="" type="checkbox"/>	Wages of Supervisors assigned to employees during training.	

Federal and State Contract Compliance Requirements

Violations of this section may result in termination of this Contract and Employer being required to repay funds received under this Contract.	
Equal Employment Opportunity	<p>Employer agrees not to discriminate in their hiring or employment practices and to comply with:</p> <p>The Civil Rights Act of 1964, as amended. Contractor agrees not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. This includes, but is not limited to: Employment, upgrading, demotion, transfer; recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. All advertisements for employees will include a statement that all qualified applicants be considered without regard to race, color, religion, sex, or national origin. Contractor shall notify any labor union with which he has a collective bargaining agreement of their commitments under section 202 of Executive Order 11246 of September 24, 1965. If provided by CSBD, Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Contractor agrees to comply with Executive Order 11246 of September 24, 1965, and applicable regulations and rules.</p> <p>The Age Discrimination Act of 1975, as amended.</p> <p>The American with Disabilities Act of 1990, as amended in 2008 and in accordance with the regulations and guidance issued by the Department of Justice, the Equal Opportunity Commission and the US Department of Labor.</p> <p>Section 504 of the Rehabilitation Act of 1973, as amended</p> <p>The Pregnancy Discrimination Act of 1978, which amended Title VII of the Civil Rights Act of 1964, and Title IX of the Education Amendments of 1972.</p>
Davis-Bacon Act, as amended (40 U.S.C. 3144)	Contractor shall comply with the Davis Bacon Act and its regulations at 29 CFR Part 5), as applicable.
Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)	Contractor agrees to comply with the Copeland Anti-Kickback Act.
Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-333 and 3701-3708).	Contractor agrees to comply with Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-333) regarding the computing of a standard work week as having 40 hours as applicable to contracts in excess of \$100,000.
Wage and Hour Laws	Employer must comply with local, State and Federal wage and hour laws.
Debarment and Suspension Executive Orders 12549 and 12689	Contractor certifies that they are not on the federal debarment or suspension list.

Federal and State Contract Compliance Requirements

<p>Clean Air Act (42 U.S.C. § 7401 et seq.) and The Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), as amended</p>	<p>Contractor agrees to comply with the Clean Air Act and the Federal Water Pollution Control Act as applicable to contracts in excess of \$150,000.</p>
<p>Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)</p>	<p>Contractor agrees to file the appropriate certification as required by the Byrd Anti-Lobbying Amendment in applying or bidding for an award of \$100,000 or more, indicating that they will not and have not used Federal funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, or a member or employee of Congress, in connection with obtaining any Federal contract, grant or any other award and will disclose any lobbying efforts using federal funds.</p>
<p>Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. 6962)</p>	<p>Contractor agrees to comply with the Solid Waste Disposal Act as amended procuring solid waste management services in a manner that maximizes energy and resource recovery; and procuring recovered materials identified by the EPA pursuant to U.S.C. section 6002 and 40 CFR part 247 where the purchase exceeds \$10,000.</p>
<p>Rights to Inventions Made Under a Contractor Agreement</p>	<p>Contractor agrees to comply with the Rights to Inventions in accordance with 37 CFR § 401 applicable to Nonprofit Organizations and Small Business Firms and any implementing regulations issued by the federal awarding agency.</p>
<p>Energy Policy and Conservation Act (42 U.S.C. 6201)</p>	<p>Contractor agrees to comply with mandatory standards and policies relating to energy efficiency as detailed in the Energy Policy and Conservation Act.</p>
<p>Prohibition Against Sectarian Activities</p>	<p>Employer agrees not to engage employee/trainees in sectarian activities or in the construction of sectarian facilities.</p>
<p>Collective Bargaining</p>	<p>Employer agrees adhere to collective bargaining agreements applicable to employees/trainees hired under this Contract.</p>
<p>Union Activities</p>	<p>Employer will not encourage or discourage union activities.</p>
<p>Displacement</p>	<p>Employer agrees that this program will not result in the displacement of currently employed workers or impair existing contracts for services.</p>
<p>Maintenance of Effort</p>	<p>A. Employer agrees funds provided under this Contract will not be used to train an employee/trainee to fill a job opening created by a hiring freeze, lay off or termination of a regular employee to create a vacancy for trainee or to infringe upon the promotional opportunities of a currently employed worker.</p> <p>B. Employer certifies that training funded under this Contract shall not replace training which would otherwise be provided by Employer.</p>
<p>Public Entity Crimes Certification</p>	<p>Employer represents that the execution of this Contract will not violate the Public Entity Crimes Act, (Sec. 287.133, 287.017 Florida Statutes) nor has Employer committed an act defined by Section 287.133, Florida Statutes, or been placed on the convicted vendor list.</p>
<p>Relocation</p>	<p>Contractor shall not use any of the funds under this Contract to encourage or induce the relocation of an establishment. If employer has relocated from a different area in the country and terminated employees in that location, employer certifies that the date of execution of this Contract is at least 120 days after beginning business operations in the new location. Violations may result in double damages.</p>

Exhibit A

IWT Program Budget -

Training funds cannot be used to reimburse training costs incurred before grant approved. Please take into account when developing a budget. Employer provides a matching contribution to the training. The minimum amount of employer share depends on the size of the employer. 50 or fewer employees - 10% of the training cost; 51 to 100 employees 25% of the training cost, and more than 100 employees - 50% of the training costs

1. Training Costs			
A. BUDGET CATEGORY	B. IWT ASSISTANCE REQUESTED	C. EMPLOYER CONTRIBUTION	D. TOTAL (B + C)
Tuition	\$136,569		\$136,569
Other (explain) - BCPS Program Mentors		\$185,900	\$185,900
Other (explain) -			
	\$136,569	\$185,900	\$322,469
IWT Assistance (breakdown of column B above)	Per Unit Cost	The Number of Participants to be trained multiplied by the Per Unit Cost	
BC Courses: E132 69 per semester hour = \$407.67 per course, 1. EDF3260-Instructional Strategies; 2. EDG4410-Classroom Management; 3. REG334Z- Foundations of Research-based Practices in Reading Education; 4. EDP4004-Principles of Educational Psychology/Human Development; 5. EDF4430- Educational Tests and Measurements; 6. EEX3011- Introduction to Exceptional Student Education; 7. ESOL Issues and Strategies	See attached Exhibit C for details	See attached Exhibit C for details	\$136,569
Employer Contribution (breakdown of column C above)			
BCPS Program Mentors, 65 participants a \$9.70 x \$57.29			\$185,900
			\$185,900
Total Training Costs			\$185,900
2. Materials (itemize)			
	Unit Cost	Number of participants X unit cost	
Total Materials Cost			\$0
3. Purchase of Capital Equipment			
<i>(Must be employer contribution)</i>			
Total Purchase of Capital Cost			\$0
4. Lease/Rental of Equipment			
<i>(Allowed only during training)</i>			
Total Lease/Rental of Equipment Cost			\$0
5. Trainee Wages			
<i>(If proposed as in-kind match, includes the trainee's regular rate of pay and fringe benefits (2 CFR 200.306), which is limited to time actually spent in training) Payroll documents must be submitted for match.</i>			
Total Trainee Wages Cost			\$0
6. Other Costs			
<i>Subject to allowability under federal guidelines</i>			
Indirect Cost: BCPS (4.58%) \$136,569 x 4.58%			\$6,255.00
			\$6,255
7. TOTALS			\$192,155.00
Employer Share		57%	\$185,900.00
IWT Grant Amount		43%	\$142,824.00
			\$328,724.00

Exhibit B



Employer Contributions - Non-Federal Share Schedule

Contract Total: \$ 328,724.00

Employer Size: 32,899 employees

Employer Share

- 50% \$ 164,362
- 25% \$ 82,181
- 10% \$ 32,872

Employer Share Breakdown (non-federal contributions)

Non Federal contributions/match may be provided only from a non-federal source that are used in a manner consistent with the purpose of the project. The provider must identify the source of the nonfederal portion of the total project costs and how this source will be used. Match is restricted to the same uses of funds as allowed for the federal funded portion of the project. The contributions can come in the form of cash, the in-kind value of volunteer wages, donated goods, and or services. Every item of in-kind must have a defensible method for assigning a fair market value.

Cash Match \$ -

Non-federal public or private funds

Non-federal funds that are not used as match for any other federal program

Wages Match \$ 185,900.00

It is best practice and policy for each trainee to be assigned a mentor to provide guidance and support. When teachers serve as mentors to the trainee the value of their wages (pay and benefits 2 CFR 200.306) may be included as match. (timesheets and personnel activity reports should be utilized for supporting this amount).

Space _____

If training events or other activities relating to the project takes place in a donated office or large meeting space, the market value of renting that space may also be counted.

Supplies \$ -

The market value of donated supplies

Textbooks \$ -

The market value of donated books

Indirect Costs \$ -

Provide documentation of cost allocation plan or negotiated federal indirect cost rate. Only cost sharing or cost sharing specifically committed in the project budget must be included for computing the indirect cost rate or reflected in any allocation of indirect costs.

Other (explain) \$ -

TOTAL MATCH \$ 185,900.00

Exhibit C
IWT Employer Wage Match Matrix

Employer Name:		School Board of Broward County	Program Year: 18/19	UPDATED: March 27, 2018	65 Candidates	
Training Course(s) Breakdown						
1. Name of the training vendor	2. Name of the training course(s)	3. Length of the training course(s) in hours	4. Total cost of the course	5. Number of participants to be trained	6. Cost per trainee based on the number of employees receiving the training (column 4 below)	7. Certification/Certificate to be earned
Broward College	1-EDP-3280 Instructional Strategies	3 semester hours	\$26,498.55	65	\$407.67	Certificate
Broward College	2-EDG-4410 Classroom Management	3 semester hours	\$26,498.55	65	\$407.67	Certificate
Broward College	3-RED-3342 Foundation of Research-based Practices in Reading Education	3 semester hours	\$18,345.15	45	\$407.67	Certificate
Broward College	4-EDP-4004 Principles of Educational Psychology (Human Development)	3 semester hours	\$18,345.15	45	\$407.67	Certificate
Broward College	5-EDP-4430 Educational Tests and Measurements	3 semester hours	\$26,498.55	65	\$407.67	Certificate
Broward College	6-EEK-3033 Introduction to Exceptional Student Education	3 semester hours	\$10,191.75	25	\$407.67	Certificate
Broward College	7-TSI-3080 ESDM Issue and Strategies	3 semester hours	\$10,191.75	25	\$407.67	Certificate
			\$136,569.45		\$2,853.69	
			Total Course Costs		Average Cost Per	

Roster of employees to be trained						
A. Employee's Name	B. Employee's Job Title	C. Employee's Last Four of SSN	D. Employee's Current Hourly Wage	E. Which training course(s) is the employee attending from the list above? (Ex. 1, 3, 4)	F. Employee's earned wages while attending the workshops (column D multiplied by total # of hours from column E).	G. What will the employee's hourly wage be after completion of the training?
3-65	Teachers (65)	TBD	\$27.41	1,2,3,4,5,6,7	\$0.00	TBD
			\$27.41		\$0.00	
			Average Hourly Wage		Total Wage Match	

NOTE: Teacher salaries are based on individual performance evaluations. The percentage of salary increases is contingent on The School Board of Broward County, Florida and the Broward Teachers Union contract negotiations and subject to change.

EXHIBIT D
ASSURANCES AND CERTIFICATIONS

By executing the foregoing contract, contractor also assures compliance with the following federal requirements:

a. Buy American Notice.

Pursuant to P.L. 115-31, Division E, Title VI, Section 606, Contractor agrees that it will comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the "Buy American Act").

b. Health Benefits Coverage for Contraceptives

Pursuant to P.L. 115-31, Division E, Title VII, Section 726, Contractor will not use any Federal funds to enter into or renew a contract which includes a provision providing drug coverage unless the contract includes a provision for contraceptive coverage. Exemptions to this requirement apply to contracts with 1) the religious plans of Personal Care's HMO and OSF Health Plans, Inc. and 2) any existing or future plan if the carrier for the plan objects to such coverage on the basis of religious beliefs.

In implementing this section, any plan that enters into or renews a contract may not subject any individual to discrimination on the basis that the individual refuses to prescribe or otherwise provide for contraceptives because such activities would be contrary to the individuals' religious beliefs or moral convictions. Nothing in this term shall be construed to require coverage of abortion or abortion related services.

c. Privacy Act

Pursuant to P.L. 115-31, Division E, Title VII, Section 732, no funds can be used in contravention of the 5 USC 552a (Privacy Act) or implementing regulations implementing of the Privacy Act.

d. Prohibition on Contracting with Corporations with Felony Criminal Convictions

Pursuant to P.L. 115-31, Division E, Title VII, Section 746, Contractor may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months.

e. Prohibition on Contracting with Corporations with Unpaid Tax Liabilities

Pursuant to P.L. 115-31, Division E, Title VII, Section 745, the recipient may not knowingly enter into a contract, memorandum of understanding, or cooperative

agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and

administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

f. Prohibition on Procuring Goods Obtained Through Child Labor

Pursuant to P.L. 115-31, Division H, Title I, Section 103, no funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by DOL prior to December 18, 2015. DOL has identified these goods and services here: <http://www.dol.gov/ilab/reports/child-labor/list-of-products/index-country.htm>

g. Prohibition on Providing Federal Funds to ACORN

Pursuant to P.L. 115-31, Division H, Title V, Section 522, these funds may not be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations or successors.

h. Reporting of Waste, Fraud and Abuse

Pursuant to P.L. 115-31, Division E, Title VII, Section 743, no entity receiving federal funds may require employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

i. Requirement for Blocking Pornography

Pursuant to P.L. 115-31, Division H, Title V, Section 521, no Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

j. Requirement to Provide Certain Information in Public Communications

Pursuant to P.L. 115-31, Division H, Title V, Section 505, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all non-Federal entities receiving Federal funds shall clearly state:

1. The percentage of the total costs of the program or project which will be financed with Federal money;
2. The dollar amount of Federal funds for the project or program; and
3. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

The requirements of this part are separate from those in the 2 CFR 200 and, when appropriate, both must be complied with.

k. Restriction on Health Benefits Coverage for Abortions

Pursuant to P.L. 115-31, Division H, Title V, Sections 506 and 507, Federal funds may not be expended for health benefits coverage that includes coverage of abortions, except when the abortion due to a pregnancy that is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, including life-endangering physical conditions caused by or arising from the pregnancy itself that would, as certified by a physician, place the women in danger of death unless an abortion is performed. This restriction does not prohibit any non-Federal entity from providing health benefits coverage for abortions when all funds for that specific benefit do not come from a Federal source. Additionally, no funds made available through this award may be provided to a State or local government if such government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.

l. Restriction on the Promotion of Drug Legalization

Pursuant to P.L. 115-31, Division H, Title V, Section 509, no Federal funds shall be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal recognized executive-congressional communications or where the grant agreement provides for such use because there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance.

m. Restriction on Purchase of Sterile Needles or Syringes

Pursuant to P.L. 115-31, Division H, Title V, Section 520, no Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.

n. Salary and Bonus Limitations

Pursuant to P.L. 115-31, Division H, Title I, Section 105 no funds shall be used to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. The Executive Level II salary may change yearly and is located on the OPM.gov website (<http://www.opm.gov/policy-data->

oversight/pav-l eave/salaries- wages/2016/executive-senior-level). The salary and bonus limitation does not apply to contractors (vendors) providing goods and services as defined in 2 CFR 200.330.

o. Coordination with Federal Agencies

Federal Emergency Management Agency (FEMA) - In accordance with WIOA Section 170 (d)(1)(A), funds made available for Disaster NDWGs "shall be used in coordination with FEMA, as applicable,..." As a result, in order to ensure non-duplication and maintenance of effort, recipients of NDWG funding must coordinate the activities funded under this grant with those funded by and/or performed under the auspices of FEMA if FEMA has issued an appropriate declaration.

Other Federal Agencies -If another federal agency (outside of FEMA) with authority or jurisdiction over the federal response declares or otherwise recognizes an emergency or disaster that meets the definition at WIOA 170(A)(1)(B), NDWG funds made available for that disaster must be used in coordination with that agency, as applicable in order to ensure non- duplication and maintenance of effort.

The grantee must have in place a plan to recover WIOA funds which have been expended for activities or services for which other funds are available. This includes, but is not limited to: FEMA, other federal agencies, public or private insurance, donated time and construction workers employed by private for profit firms where resources are available to provide for such employment.

p. Eligibility

Self-certification -The participant file must document participants' eligibility. Because of the circumstances surrounding the disaster, documentation of eligibility may be difficult to obtain during the initial stages. The Department is prepared to accept an individual's signed certification that they meet the eligibility criteria. The Grantee should have a system in place to verify eligibility for individuals once better data are available. If the Grantee has such a system in place, and If a participant is later found to be ineligible, the costs incurred prior to the discovery of ineligibility will not be disallowed. Contractor shall adhere to the CSBD system to verify eligibility.

Limitations on Duration of Participation - Temporary jobs created under this grant shall be in governmental , public or private non-profit agencies. No individual shall be employed in Disaster Relief Employment for more than 12 months related to recovery from a single emergency or disaster, pursuant to WIOA Sec. 170(d)(3)(A).

q. Participant Compensation

Rate of Pay- In accordance with WIOA Section 181(a)(1)(A), generally, participants

shall be compensated at the same rates, including periodic increases, as employees who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skills, and such rates shall be in accordance with applicable law, but in no event less than the higher of the rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938 (29 U.S.C. 206(a)(1)) or the applicable State or local minimum wage law.

Overtime - Participants may not work overtime without the express approval of CSBD

r. Employment Conditions

Benefits and Working Conditions - All participants shall be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work (JVIOA Sec. 181(b)(5)). If the employer has different policies for temporary employees than for full-time employees, these policies may apply to these participants since the jobs under this grant are classified as temporary.

Health and Safety Standards - Health and safety standards established under Federal and State law otherwise applicable to working conditions of employees shall be equally applicable to working conditions of participants engaged in specified activities. To the extent that a State workers' compensation law applies, workers' compensation shall be provided to participants on the same basis as the compensation is provided to other individuals in the State in similar employment (JVIOA 181(b)(4)). Where a participant is not covered under a state workers' compensation law, the participant shall be provided with adequate on-site medical and accident insurance for work-related activities.

To ensure compliance with the Occupational Safety and Health Act of 1970 and to assure safe working conditions for all temporary job participants Contractor shall ensure that temporary job participants receive appropriate safety training.

s. Work on Private Property

Work on private property is limited to the following two circumstances:

- (1) Clean-up activities on private property may be performed by NDWG Disaster participants if workers from **units of general local government** are also
 - (a) authorized to conduct such work and
 - (b) are performing such work.
- (2) As determined by the extenuating circumstances of the disaster for which Title II funds are being provided, repair and restoration activities are authorized on the private property of **economically disadvantaged individuals**, under the following

specific conditions. In order to be authorized, all of the following conditions must be met

- (a) Work can only be performed on the homes of economically disadvantaged individuals who are eligible for the federally-funded Weatherization program; and
- (b) Work may be performed on private land or homes of such individuals if the non- WIOA employees of the employing unit or state or local government workers are authorized to do the same work and are in fact engaged in performing the work using non-WIOA funds; and
- (c) Work on private land or buildings is performed to remove health and safety hazards to the larger community; and
- (d) The work is limited to returning a home to a safe and habitable level - not to make home improvements; and
- (e) Priority is given for service to the elderly and individuals with disabilities; and
- (f) WIOA funds cannot be used for the cost of materials to do repairs; and
- (g) Work must be disaster-related and not related to general home improvements authorized under the Federal Weatherization program; and
- (h) Work is coordinated with or supervised by the local agency responsible for the Federal Weatherization program.

t. Fish and Wildlife Service (FWS)

To ensure compliance with the National Environmental Policy Act (NEPA) and the Endangered Species Act (ESA) and to protect valuable habitats and endangered species, all disaster projects where participants will be entering or impacting natural areas must ensure that activities are not negatively affecting endangered species or their habitats. In accordance with NEPA and ESA Contractor agrees that for this NDWG projects they will either affirm to FWS that there are no endangered species or habitats within the project area, or will consult with FWS to mitigate negative impacts where there are endangered species or protected habitats before beginning any work in those areas. Contact may be made with a local FWS field office (www.fws.gov/offices/).

u. Architectural Barriers

Contractor shall comply with the Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Property Management Regulations (see 41CFR102-76), and the Uniform Federal Accessibility Standards issued by GSA (see 36 CFR 1191, Appendixes C and D) which set forth requirements to make facilities accessible to,

and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.

v. Drug-Free Workplace

Contractor shall comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR 182 requiring that all organizations receiving grants from any Federal agency maintain a drug-free workplace.

w. Executive Orders

Contractor shall take note of the following Executive Orders and comply as appropriate:

12928: Pursuant to Executive Order 12928, the recipient is strongly encouraged to provide subcontracting/subgranting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.

13043: Pursuant to Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, recipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

13166: As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency (05/29/2003] Volume 68, Number 103, Page 32289-32305. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.leo.gov>.

13513: Pursuant to Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, dated October 1, 2009, recipients and subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or GOV, or while driving POV when on official Government business or when performing any work for or on behalf of the Government. Recipients and subrecipients are also encouraged to conduct initiatives of the type described in section 3(a) of this order.

x. Flood Insurance

The Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001 et seq., provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

y. Hotel-Motel Fire Safety

Pursuant to 15 U.S.C. 2225a, all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended) and as listed in the Hotel Motel National Master List at <https://apps.usfa.fema.gov/hotel/>

z. Prohibition on Trafficking in Persons

(1) Trafficking in persons.

a. Provisions applicable to a private entity

1. Contractor's employees, may not

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of this contract.

2. This Agreement may be unilaterally terminated this award, without penalty, if

you or a subrecipient that is a private entity

- i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a. 1 of this award term through conduct that is either

- A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that is provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension"
- b. Provision applicable to other than private entities. Any This Agreement may unilaterally terminated if Contractor
- 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - 2. Has an employee who is determined to have violated an applicable prohibition in paragraph a.1 of this paragraph through conduct that is either
 - i. Associated with performance under this award; or
 - ii. Imputed to Contractor using the standards and due process for imputing the conduct of an individual to an organization that is provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension."
- c. Contractor agrees to inform CSBD immediately of any information received from any source alleging a violation of a prohibition in this sub section. The right to terminate unilaterally implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and is in addition to all other remedies for noncompliance that are available to us under this award.
- d. Definitions. For purposes of this award term:
- 1. "Employee" means either:
 - i. An individual employed by you who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for

labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity": means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25, including a nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b), and a for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

aa. Veteran's Priority Provisions

Pursuant to The Jobs for Veterans Act (Public Law 107-288) Contractor shall enforce a priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by DOL 20 CFR part 1010. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. (Ref. Training and Employment Guidance Letter (TEGL) No. 10-09

bb. Davis Bacon

Contractor shall comply as applicable with the provisions of the Davis-Bacon Act, as amended (40 U.S.C. 276a to 276a7

cc. Copeland "Anti-Kickback" Act (40 U.S.C. 3145)

Contractor shall comply with the Copeland Anti-Kickback Act (40 U.S.C. 276c and 18 U.S.C. 874,

dd. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701- 3708).

Contractor shall comply with the Contract Work Hours and Safety Standards Act (40:327-333), regarding labor standards for federally assisted construction subagreements.

ee. Rights to Inventions Made Under a Contract or Agreement.

If the Federal award meets the definition of "funding agreement" under 37 CFR §

401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

ff. Clean Air Act

Contractor shall comply with the Clean Air Act (42 U.S.C. 7401- 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

gg. Debarment and Suspension

Contractor certifies that they are not on the Federal Debarment and Suspension (Executive Orders 12549 and 126890)

hh. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

ii. Hatch Act

Contractor will comply with the provisions of the Hatch Act (U.S.C. 1501-1508 and 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

jj. Equal Employment Opportunity

... Contractor will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of handicaps; (c) Section 504 of

the Rehabilitation Act of 1973, as amended (29 U.S.C. '794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd.3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights act of 1968 (42 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing; (I) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and U) the requirements of any other non-discrimination statute(s) which may apply to the application.

As a condition to the Grantee the Grantee assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

(1) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex national origin, age disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I B financially assisted program or activity;

(2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;

(3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

(4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

(5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Grantee also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I – financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I – financially assisted program or

activity. The Grantee understands that DEO and the United States have the right to seek judicial enforcement of the assurance.

kk. Environmental Standards

Contractor shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

II. Contractor Sub Recipients

- a. Contractors which are sub recipients will cause to be performed the **required** financial and compliance audits in accordance with the single Audit Act Amendments of 1996 and 2 CFR 200 Part F "Audits of States, Local Governments, and Non-Profit Organizations," and
- b. Will comply with all applicable requirements of all other Federal laws, executive order, regulations and policies governing this program.

EXHIBIT E

Certification Regarding Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension 20 CFR Part 98, Section 98.510 Participants' responsibilities.

NOTE: PLEASE READ INSTRUCTIONS BEFORE SIGNING CERTIFICATION

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Robert W. Runcie, Superintendent

Name and Title of Authorized Representative

Signature

Date

SIN No. 5100
03/30/2001

Exhibit F

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart, F.I, Tom Gallagher, the undersigned, in representation of the Department of Education, the Contractor, attests and certifies that the Contractor will provide a drug-free workplace by the following actions.

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establishing an ongoing drug-free awareness program to inform Employees concerning:
 - 1. The dangers of drug abuse in the workplace.
 - 2. The policy of maintaining a drug-free workplace.
 - 3. Any available drug counseling, rehabilitation and employees assistance programs.
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph A.
- D. Notifying the employee in the statement required by paragraph A that, as a condition of employment under the contract, the employee will:
 - 1. Abide by the terms of the statement.
 - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.

- E. Notifying the agency in writing ten (10) calendar days after receiving notice under subparagraph D.2. from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every Grant officer on whose Grant activity the convicted employee was working. The notice shall include the identification number (s) of each affected contract/Grant.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph D.2., with respect to any employee who is so convicted.
1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement or other appropriate agency.
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.
- H. Notwithstanding, it is not required to provide the workplace address under the contract. As of today, the specific sites are known and we have decided to provide the specific addresses with the understanding that if any of the identified places change during the performance of the contract, we will inform the agency of the changes. The following are the sites for the performance of work done in connection with the specific contract including street address, city, county, state and zip code:

Check () if there are workplaces on file that are not identified here.

Check () if an additional page was required for the listing of the workplaces.

CERTIFICATION

I declare, under penalty of perjury under the laws of the United States and under the penalties set forth by the Drug-Free Workplace Act of 1988, that this certification is true and correct.

Robert W. Runcie Superintendent

Name and Title of Authorized Representative, Name of Contractor

Signature

Date _____

EXHIBIT G

Instructions for Completion of SF-LLL Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C., section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Include but are not limited to subcontracts, sub grants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered

Federal action.

- (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
 12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
 13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
 14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
 15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
 16. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Sub awards¹.

1. Type of Federal Action: _____ 2. Status of Federal Action: _____ 3. Report Type: _____

a. contract	a. bid/offer/application	a. initial filing
b. grant	b. initial award	b. material change
c. cooperative agreement	c. post-award	For Material Change Only
d. loan		year _____ quarter _____
e. loan guarantee		date of last report _____
f. loan insurance		

4. Name and Address of Reporting Entity: _____ Prime _____ 5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Subawardee Tier _____ if known: _____ Address of Prime: _____

Congressional District, if known:

Congressional District, if known:

6. Federal Department/ Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable:

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobbying Entity
Services (including address if
(If individual, last name, first name, MI)

b. Individuals Performing
different from No. 10a.)
(Last name, first name, MI)

(Attach Continuation Sheet(s) SF-LLL-A, if necessary) (Attach Continuation Sheet(s) SF-LLL-A, if necessary)

11. Amount of Payment (check all that apply): 13. Types of Payment (check all that apply):
_____ actual _____ planned _____

12. Form of Payment (check all that apply):

- a. cash
b. In-kind, specify: nature _____
value _____

- a. retainer
b. one-time fee
c. commission
d. contingent fee
e. deferred
f. other, specify: _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, Including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in item 11.

² (Attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: _____ YES _____ NO

Approved by OMB 0348-0046 Authorized for Local Reproduction Standard Form LLL-A

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Information requested through this form is authorized by title 31 U.S.C. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.³

Signature _____
Print Name Robert W. Runcie
Title Superintendent
Telephone Number _____ Date _____

Exhibit H

CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE
AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an Officer or Employee of the Agency, a Member of Congress, an Officer or Employee of Congress, or an Employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of the Congress, an Officer or Employee of Congress, or an Employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that subrecipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

School Board of Broward County, Florida
Grantee/Contractor/Organization Program/Title

Robert W. Runcie
Name of Certifying Official Date

Print Name and Sign _____

*Note: In these instances, "all", in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB). Lobbying Certification (29 CFR Part 93)

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity by signing and submitting this application the applicant/grantee certifies that it will comply with the requirements of the Act.

The applicant/grantee further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for the children's services and that all subgrantees shall certify accordingly.

Signature and Date

Robert W. Runcie

Printed Name

Superintendent

Title

School Board of Broward County, Florida

Organization