## SUMMER YOUTH EMPLOYMENT AGREEMENT NO. 2013-2016-SYEP-WTP-2330

This is an AGREEMENT, entered into this \_\_\_\_day of \_\_\_\_\_\_, 2014 between CareerSource Broward (hereinafter referred to as CSBD), formerly known as WorkForce One Employment Solutions (WF1), the administrative entity for the Broward Workforce Development Board, Inc. and the consortium of the Cities of Fort Lauderdale and Hollywood, and Broward County, existing under and by virtue of the laws of the State of Florida as a Council of Governments, having its principal offices at 6301 N.W. 5th Way, Suite 3000, Fort Lauderdale, FL 33309 AND The School Board of Broward County, Florida hereinafter referred to as Contractor, existing under and by virtue of the laws of the State of Florida as a public body of politic (type of organization) having its principal office at 600 SE 3<sup>rd</sup> Ave., Ft. Lauderdale, FL 33301 c/o CTACE 1701 NW 23<sup>rd</sup> Ave., Ft. Lauderdale, FL 33311 to begin on the date this Agreement is signed by all the parties and to terminate on September 30, 2016.

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, CSBD and Contractor agree as follows:

1. The purpose of this Agreement is to provide for a summer work experience for youth at risk of needing welfare services in the future.

#### 2. Definitions

- A. "CareerSource Broward" referred to as CSBD in this Agreement.
- B. "Contractor" shall mean the participating governmental entity, or non-profit agency.
- C. "Job Order" shall mean the CSBD form used to describe the available work experience opportunities and worksites for participants and which is incorporated into and made a part of the Agreement. Job orders are placed online via the CSBD website. Job Orders may also be referred to as Training Plans.
- D. "Participant" shall mean an eligible youth certified by CSBD.
- E. "Welfare Transitions Program" referred to as WTP in this Agreement.
- F. "Worksite" shall mean the physical location to which the youth has been assigned.
- G. "Worksite Supervisor" shall mean the personnel designated by Contractor to provide continuous on-site supervision and direction to participants at

Contractor's worksite(s). The worksite supervisor is responsible for verifying and signing participants' time sheets.

#### 3. Summer Work Experience Dates

- A. Each summer, CSBD shall notify Contractor regarding:
  - a. The date the summer program will begin.
  - b. The date the summer program will end.
  - c. The dates CSBD will provide worksite supervisor training.

#### 4. Contractor Responsibilities

- A. Contractor agrees to act as a host worksite and provide a summer work experience to youth aged 16 18, referred by CSBD.
  - a. Referral to Contractor shall be based upon the following factors:
    - i. The duties described in the job order(s) submitted by Contractor.
    - ii. The youth's career interests.
    - iii. The geographic location of the worksite and the youth's ability to get to the job.
  - b. Contractor shall assure that worksites are sanitary and safe.
- B. Contractor shall complete a "Job Order" form each summer for each work experience slot.
  - a. Job Order form(s) must be submitted to CSBD electronically following transmittal of the link to Contractor by CSBD.
  - b. Job Order form(s) should state the number of youth requested for each type of position and the location of the worksites.
  - c. Job Order form(s) should list the duties and responsibilities of the job to be performed by the youth.
- C. Contractor shall only assign youth to job sites located within Contractor's organization.

- D. Contractor shall not make material changes to youth's job duties, worksite supervisor, or location without notification and written agreement from CSBD in advance of the change.
- E. Contractor agrees to supervise youth assigned to their organization.
  - a. Contractor shall send worksite supervisor(s) to CSBD training scheduled prior to the start of the summer program each year that this contract is in effect.
  - b. CSBD will provide a Worksite Supervisor's Handbook at the training which shall be used by the worksite supervisor(s) in managing the youth during their work experience.
  - c. Contractor shall provide worksite supervisor(s) with a copy of the Job Order to assure the worksite supervisor is knowledgeable regarding the duties to be assigned to the youth.
  - d. In the event of a change in supervisor, Contractor agrees to provide the new supervisor with the above information.
- F. Contractor agrees to comply with applicable federal and state Child Labor Laws rules and regulations.
- G. Contractor shall assure that the time worked by the youth is recorded on time sheets in segments of fifteen (15) minutes. The time sheets shall be signed by the youth and the worksite supervisor and submitted to CSBD in accordance with a procedure to be established by CSBD for the collection of the time sheets.
- H. Contractor shall assure youth do not work in excess of thirty (30) hours a week.
  - a. Contractor may not assign or request youth to work overtime.
  - b. Youth shall not be paid for sick, vacation, or holiday time during their participation in the summer program. Contractor shall assure that time sheets properly reflect absences attributed to sick, vacation, or holiday time.
  - c. Contractor shall not change or reschedule participant's work hours without written approval from CSBD in advance of the change.
  - d. Contractor shall immediately inform the CSBD Summer Program Manager or the CSBD Summer Program Monitor assigned to

- Contractor's worksite should an accident or injury occur at the worksite involving a participant in the program.
- e. Contractor shall notify the CSBD Summer Program Manager or the CSBD Summer Program Monitor assigned to Contractor's worksite of any problem concerning youth's performance at a worksite.
- f. Contractor agrees to be responsible for payment of all straight time and overtime wages in the event the Contractor assigns the youth to work hours in excess of thirty (30) hours a week.
- g. Participants may not "make up" time when they take leave, sick, vacation or holiday time.
- Contractor shall allow representatives of CSBD to visit worksites for the purpose of monitoring the program, case management, and collection of time sheets.
- J. Contractor shall maintain the records and files, including, but not limited to time sheets, attendance records, supervisor and worksite assignments for a minimum of five (5) years and shall make them available to CSBD upon request.

#### 5. CSBD Responsibilities

- A. CSBD shall assign monitors to each worksite who shall case manage the youth, serve as job coaches, and address issues identified by worksite supervisor(s). They shall collect time sheets, and distribute participant paychecks as may be required for youth who have not received bank pay cards.
- B. CSBD shall serve as the employer of record.
  - a. CSBD shall pay the youths' wages and provide Worker's Compensation for all youth assigned to Contractor.
  - CSBD will inform youth that they will not be paid for leave, sick, vacation, or holiday time.

#### 6. Prior Negotiations

This Agreement incorporates and includes all prior negotiations correspondence, conversations agreements, and understandings applicable to the matter contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement.

#### 7. Indemnification

- A. If Contractor is an agency as defined in Chapter 768.28, Florida Statutes, Contractor agrees to be fully responsible to the limits set forth in S.768.28, Florida Statutes, for acts of negligence of its agents or employees when acting within the scope of their employment or agency, and agrees to be liable to the limits set forth in S.768.28, Florida Statutes for any damages caused by said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by the state of Florida to be sued by third parties in any matter arising out of any contract.
- B. Contractors who are not state or federal agencies or units of general local purpose governments, shall hold and save CSBD, its officers, contractors, and employees harmless from liability of any nature or kind, including costs and expenses, for or on account of any suits or damages of any character whatsoever resulting from injuries or damages sustained by any persons or property resulting in whole or in part from the negligent performance or omission of any employee, contractor, or representative of the contractor. Contractor shall include CSBD as an additional insured under its comprehensive liability insurance in order to indemnify CSBD.
- C. Contractor agrees to cover participants under the Contractor's general or public liability insurance policy, or if the Contractor is self-insured to indemnify CSBD against third party claims involving participants under this Agreement. General liability insurance on a negligence basis including injuries and accidental death to any person shall be in an amount not less than three hundred thousand dollars (\$300,000.00) per occurrence and subject to the same limit for more than one person in an amount not less than one hundred thousand dollars (\$100,000.00) on account of one accident. Contractors not self-insured shall provide CSBD with a Certificate of Insurance listing CSBD as an additional insured. CSBD must be listed as, "CareerSource Broward" 6301 NW 5<sup>th</sup> Way, Suite 3000, Fort Lauderdale, FL 33309 in the Certificate Holder Box.
- D. Contractor shall maintain non-owner vehicle insurance coverage and shall name CSBD as an additional insured. CSBD must be listed as, "CareerSource Broward" 6301 NW 5<sup>th</sup> Way, Suite 3000, Fort Lauderdale, FL 33309 in the Certificate Holder Box.

#### 8. Legal Requirements

A. Compliance with Laws, Non Discrimination Laws, Equal Employment Opportunity, and Americans with Disabilities Act

Contractor shall comply with the prohibitions against discrimination including but not limited to the prohibitions stated in the following, the Age Discrimination Act of 1975, section 504 of the Rehabilitation Act, title IX of the Education Amendments of 1972, and Title VI of the Civil Rights Act of 1964 with respect to the performance of their obligations under this Agreement, and shall comply with the physical and programmatic accessibility and reasonable accommodations requirements of section 504 of the Vocational Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990 as amended. Contractor shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, political affiliation, or physical or mental disability.

#### B. State of Florida Assurances and Certifications

Contractor agrees to comply with the State of Florida Assurances and Certifications attached to this Agreement as Exhibit A.

#### C. Public Entity Crimes Policy

- a. Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to CSBD, may not submit a bid on a contract with CSBD for the construction or repair of a public building or public work, may not submit bids on leases of real property to CSBD, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CSBD, and may not transact any business with CSBD in excess of the threshold amount provided in Section 287.017. Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of any monies paid by CSBD pursuant to this Agreement, and may result in debarment from CSBD's competitive procurement activities.
- b. In addition to the foregoing, Contractor further represents that there has been no determination, based on an audit, that it has committed an act defined by Section 287.133, Florida Statutes, as a public entity crime and that it has not been formally charged with committing an act defined as a public entity crime regardless of the amount of money

involved or whether Contractor has been placed on the convicted vendor list.

#### D. Applicability of Governing Law

a. This Agreement shall be interpreted, governed and construed in accordance with the laws of the State of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. BY ENTERING INTO THIS AGREEMENT, CSBD AND CONTRACTOR HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

#### E. Regulatory Requirements

- a. All federally funded programs and activities come under the purview of the Federal Hatch Act. Participants are prohibited from engaging in any political activity during hours paid for with WTP funds.
- b. Federally funded programs and activities may not be used to support any religious or anti-religious activity. WTP participants may not perform functions which provide direct religious education services.
- c. Employment funded under this Agreement or any Amendment shall only be in addition to employment, which would otherwise be financed by the Contractor without assistance under this Agreement.
- d. To the extent this contract is funded in excess of one hundred thousand dollars (\$100,000.00) of funds made available from the federal government, the provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 USC 1857(h) et seq.), section 508 of the Clean Water Act, as amended (33 USC 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40CFR Part 15), and the Energy Policy and Conservation Act of 1988 as amended. (Pub. L. 94-163, 89 Stat. 871).[53 FR 8079, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].
- e. Contractor agrees to apply Davis Bacon wage rates to projects funded under this Agreement which involve construction, alteration or repair,

including painting and decorating of buildings, projects, and works which are not ordinarily done by Contractor's regular work force.

f. Contractor shall comply with the requirements of the Copeland Anti-Kickback Act 40 U.S.C. § 276c (1995)/18 U.S.C. 874 and the regulations promulgated thereunder 29 CFR § 3 (1995)/29 CFR § 5 (1995).

#### 9. Independent Contractor

Contractor understands and agrees that it is an independent contractor and no provision of this Agreement shall be construed as creating an agency or employment relationship between CSBD and Contractor or Contractor's Employees.

#### 10. Notice

Notice to CSBD shall be given by delivery in person, by a nationally recognized next day courier service, or by first class, registered or certified mail, postage prepaid, Attention: Legal Department, 6301 N.W. 5th Way, Suite 3000, Fort Lauderdale, FL 33309. Notices to the Contractor shall be given by delivery in person, by a nationally recognized next day courier service, or by first class, registered or certified mail, postage prepaid at its office located at the address identified in paragraph one, page one, of this Agreement.

#### 11. Termination

- A. This Agreement may be terminated by either party for convenience upon fifteen (15) days prior written notice to the other party.
- B. CSBD may transfer or terminate participants at any time and shall make best efforts to provide notice to the Contractor.
- C. CSBD may terminate this Agreement upon twenty-four (24) hours written notice to the Contractor in the event that CSBD is de-obligated or that the grant under which this program is funded is terminated.
- D. CSBD may terminate this Agreement at any time that CSBD President/CEO determines that Contractor has failed to comply with any of the provisions contained in this Agreement; or Contractor has failed to take corrective action after receiving oral or written requests to do so within a reasonable time, or if the health or safety of the youth assigned to Contractor may be at risk.

#### 12. Attachments

- A. The following documents are hereby referenced and incorporated into and made a part of this Agreement.
  - a. Exhibit A Assurances and Certifications.
  - b. Exhibit B Drug-free Workplace.
  - c. Exhibit C Debarment Form.
  - d. **Exhibit D** Lobbying Form.
  - e. **Exhibit E** Lobbying Certification.
  - f. **Exhibit F** Labor Concurrence.
  - g. Exhibit G Sample Job Order/Training Plan
  - h. Exhibit H Summer Youth Employment Program Participant Manual.
  - Exhibit I Child Labor Laws (29 USC 203): Employment of Minors Between Fourteen (14) and Sixteen (16) Years of Age (Subpart C), Occupations Particularly Hazardous for the Employment of Minors Between Sixteen (16) and Eighteen (18) Years of Age or Detrimental to Their Health or Well-being (subpart E).
- B. **Exhibit I** is public law and is not attached to this Agreement. **Exhibits A**, **B**, **C**, **D**, **E and F** are attached to this Agreement, and are to be completed upon execution of the Agreement. **Exhibit G** is a sample and must be completed by Contractor.

#### 13. Amendment

Either party may amend this Agreement upon the agreement of the other party. No such change shall be effective until reduced to writing and executed by the parties with the same degree of formality as was the original agreement.

#### 14. Execution

A. Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full and legal authority.

B.	This Agreement must be execute be deemed to be an original.	ed in three (3)	) copies, each (	of which shall

#### **EXECUTION PAGE**

IN WITNESS THEREOF, the parties here	
document on the respective dates under each	
The School Board of Broward County, Florid	
(Board, Commission, Executive, as appled (Title of Signatory) follows:	icable) signing by and throughowing (Board
Commission, Executive) action on the	day of , 2014, and
CareerSource Broward signing by and thr	
Board Action on the day of	
AS TO THE SCHOOL BOARD OF BROWAR	D COUNTY, FLORIDA:
WITNESSED BY:	
L.S.	
L.S.	(Signature) Print Name
	TITLE:
AS TO <u>CAREERSOURCE BROWARD:</u>	
WITNESSED BY:	
L.S.	BY: Maron nachy
	BY: Maron yacky (Signature)
L.S.	Print Name: Mason C. Jackson TITLE: President/CEO DATE: //27//4
Approved as to form by the Office of the	
County Attorney for Broward County, Florida	
Joni Armstrong Coffey, County Attorney	
Governmental Center 115 South Andrews Avenue	
Ft. Lauderdale, FL 33301	
N	
BY:	
Rochelle J. Daniels Assistant County Attorney	
,	

### THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(Corporate Seal)	THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ATTEST:	D
	Patricia Good, Chair
Robert W. Runcie, Superintendent of Schools	
	Approved as to Form and Legal Content:  Office of the General Counsel

#### **EXHIBIT A**

#### ASSURANCES AND CERTIFICATIONS

The grantor will not award a grant where the Grantee has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. In performing its responsibilities under this agreement, the Grantee hereby certifies and assures that it will fully comply with the following:

- A. Assurances Non-Construction Programs (SF 424 B)
- B. <u>Debarment and Suspension Certification</u> (29 CFR Part 98)
- C. <u>Certification Regarding Lobbying (29 CFR Part 93)</u>
- D. <u>Drug free Workplace Certification (29 CFR Part 98)</u>
- E. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37)

By signing the agreement, the Grantee is providing the above assurances and certifications as detailed below:

A. ASSURANCES – NON-CONSTRUCTION PROGRAMS. NOTE: Certain of these Assurances may not be applicable to your project or program. If you have questions, please contact the Grantor agency.

As the duly authorized representative of the applicant, I certify that the applicant:

- Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- 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; (l) any

other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the application.

- 3. 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.
- Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub agreements.
- 5. Will 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).
- Will cause to be performed the required financial and compliance audits in accordance with the single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
- Will comply with all applicable requirements of all other Federal laws, executive order, regulations and policies governing this program.
- B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTION.

The prospective Grantee certifies to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by and Federal department or agency;

Have not within a three-year period preceding this proposal been convicted 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;

Are not presently indicted or 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,

Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

Where the prospective Grantee is unable to certify to any of the statements in this certification, such prospective Grantee shall attach and explanation to this proposal [or plan].

C. CERTIFICATION REGARDING LOBBYING - Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned (i.e. Grantee) certifies, to the best of his or her knowledge and belief, that:

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 Congress, or an employee of 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 of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

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 Congress, an officer or employees of Congress, or 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.

This certification is a material representation 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 im0osed by Section 1352, Title 31, U.S.C. 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.

#### D. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS.

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

- 1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- 2. Establishing an ongoing drug-free awareness program to inform employees concerning:
  - a. The dangers of drug abuse in the workplace.
  - b. The policy of maintaining a drug-free workplace.
  - Any available drug counseling, rehabilitation and employee assistance programs. C.
  - The penalties that may be imposed upon employees for drug abuse violations d. occurring in the workplace.
- 3. 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 1.

Summer Youth WTP Work Site Agreement 2014

- 4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the contract, the employee will:
  - a. Abide by the terms of the statement.
  - b. 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.
- 5. Notifying the agency in writing ten (10) calendar days after receiving notice under subparagraph 4.b. 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.
- 6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4.b., with respect to any employee who is so convicted.
  - 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.
  - b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement or other appropriate agency.
- 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

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.

#### E. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE:

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 Investment Act of 1998 (WIA) 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 WIA 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 WIA Title I – financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIA Title I – financially assisted program or activity. The Grantee understands that AWI and the United States have the right to seek judicial enforcement of the assurance.

#### **EXHIBIT B**

#### 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.
  - 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:
  - 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 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.

Name and Title of Authorized Representative, Name of Contractor	
Signature	Date

#### **EXHIBIT C**

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 IMMEDIATELY FOLLOWING THE FORM 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 propo		
Name and Title of Aut	horized Representative	
Signature	Date	

SIN No. 5100 03/30/2001

#### **Instructions for Primary Covered Transactions Certification**

- 1. By signing and submitting this proposal the prospective primary participant is providing the certification set out below.
- 2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the SAE or Local Board determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3. The certification in this clause is a material representation of fact upon which reliance was placed when the State Administrative Entity (SAE) or Local Board determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the SAE or Local Board may terminate this transaction for cause or default.
- 4. The prospective primary participant shall provide immediate written notice to the SAE or Local Board, as appropriate, if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the SAE or Local Board for assistance in obtaining a copy of those regulations.
- 6. The prospective primary participant agrees by submitting this proposal that, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the SAE.
- 7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Covered Transactions," provided by the SAE without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of <u>List of Parties Excluded From Procurement</u> or Non-procurement <u>Programs</u>.
- 9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the SAE or Local Board may terminate this transaction for cause or default.

#### EXHIBIT D

#### 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 checker "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 1 <sup>st</sup> tier. Sub awards 1. Type 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 Subawardee, Enter Name and	e 5. If Reporting Entity in No. 4 is

Address of Prime:

if known:

Subawardee Tier

Congressional District, if known:	Congressional District, if known:	
6. Federal Department/ Agency:	7. Federal Program Name/Description:	
o. Todoras Bopartinonis Agoney.	7. 1 ederal 1 rogram Name/Description.	
·	CFDA Number, if applicable:	
	CI DA Number, il applicable.	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10. a. Name and Address of Lobbying Entity Services (including address if	b. Individuals Performing	
(If individual, last name, first name, MI)	different from No. 10a.)	
	(Last name, first name, MI)	
(Attach Continuation Sheet(s) SF-LLL-A, if nec	cessary) (Attach Continuation Sheet(s) SF-LLL-	
A, if necessary)	37 ( 222	
11 A (CD) ((1 1 11 11 1 1 1 1 1 1 1 1 1 1 1 1 1	10.77	
11. Amount of Payment (check all that apply): actual planned	13. Types of Payment (check all that apply):	
	a. retainer	
12. Form of Payment (check all that apply):	b. one-time fee c. commission	
a. cash	d. contingent fee	
b. In-kind, specify: nature	e. deferred	
value	f. other, specify:	
14 Brief Description of Services Performed or	to be Derformed and Detector of Service In 1.1.	
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		
(Attach Continuation Sl	neet(s) SF-LLL-A, if necessary)	

Approved by OMB 0348-0046 Authorized for Local Reproduction Standard Form LLL-A Summer Youth WTP Work Site Agreement 2014 Page 23

15. Continuation Sheet(s) SF-	LLL-A attached:	YES	NO
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.			
lobbying activities is a mate the tier above when this train	rial representation Isaction was made	of fact upon w	31 U.S.C. This disclosure of thich reliance was placed by
pursuant to U.S.C. 1352. The and will be available for pursuant disclosure shall be subject the \$100,000 for each such failure.	his information wil ublic inspection. o a civil penalty o	l be reported to Any person wl	the Congress semi-annually no fails to file the required
pursuant to U.S.C. 1352. The and will be available for pursuant disclosure shall be subject to	his information wil ublic inspection. o a civil penalty o e. <sup>3</sup>	l be reported to Any person wl	the Congress semi-annually no fails to file the required
pursuant to U.S.C. 1352. The and will be available for pursuant disclosure shall be subject to	his information wil ublic inspection. o a civil penalty o	l be reported to Any person wl	the Congress semi-annually no fails to file the required

Telephone Number \_\_\_\_\_ Date \_\_\_\_

#### **EXHIBIT E**

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 of 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 sub recipients 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.

Grantee/Contractor/Organization	Program/Title
Name of Certifying Official Print Name and Sign	Date

\*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). <u>Lobbying Certification (29 CFR Part 93)</u>

#### **EXHIBIT F**

#### LABOR UNION CONCURRENCE FORM

NAME OF ORGANIZATION:
Name of Union(s):
(a) For organizations where employees are represented by organized labor (union).
I,, Representative/Agent of the above named labor union hereby declare that the placement of participants at the worksites operated by will not infringe on the rights of others to employment in the  (organization bargaining unit)
Signed: Date: Union Representative/Delegate
(b) For organizations where employees are not represented by organized labor (union).
I,, position held
of(organization) hereby declare that our workers are not unionized nor are they represented by or affiliated with any labor union.
Signed: Date: President, Secretary, Director, Principal, etc.

#### **EXHIBIT G**

#### SAMPLE JOB ORDER FORM

#### WELCOME TO THE SUMMER YOUTH EMPLOYMENT PROGRAM

These are the requirements for employers volunteering to serve as host worksites for youth enrolled in the Summer Youth Employment Program:

- 1. All employer organizations must enter into a worksite agreement with CareerSource Broward (CSBD).
- Employers who have contracted to serve as a host worksite for the Children's Services Council of Broward County (CSC) funded summer program in the past will automatically receive a new agreement when their old agreement expires.
- 3. Employers who have not previously served as a host worksite for the CSC summer program may request to be included by contacting the Summer Program Manager at (954) 202-3830 or e-mailing <a href="mailto:lking@csbd.org">lking@csbd.org</a>. CSBD will forward a contract package to entities meeting the requirements for serving as a host worksite.
  - a. Examples of some of the requirements to be a host worksite include but are not limited to:
    - i. Evidence of incorporation for new not-for-profit organizations.
    - ii. Safe and sanitary working conditions for the youth.
    - iii. Transmittal of a copy of the host worksite organization's Certificate of Insurance which can be faxed to (954) 202-3619.
  - b. Examples of some of the requirements for work assignments include but are not limited to:
    - i. Precluding youth from lifting in excess of 25 pounds.
    - ii. Precluding youth from operating heavy machinery.
    - iii. Precluding youth from working with dangerous tools such as knives and axes.
- 4. A link to the completion of the job order form will be provided to host worksite employers once they have executed and returned the contract package to CSBD.

# Explanation of Job Order Sections The Job Order Immediately Follows

# PLEASE READ PRIOR TO ENTERING THE REQUESTED INFORMATION INTO THE JOB ORDER FORM

1. SECTION ONE titled: "Employer/Organization Information."

This section should be completed ONLY ONCE per Employer/Organization.

If you or anyone in your organization has already completed this section, please log in as a Returning Employer at the top of the JOB ORDER PAGE.

2. SECTION TWO titled: "Worksite Information."

Employers/organizations who wish to place youth at multiple/different locations/worksites must complete the "Worksite Information" section, for each location/worksite.

Example: The Broward County Library

Each location/worksite requires that an additional "Worksite Information" section be completed. The employer would complete the "Worksite Information" section for each location/worksite. That is, there would be a separate form for each of the Main Library, North Lauderdale Library, Carver Ranches Branch, and so forth.

3. SECTION THREE titled: "Job Positions at this Worksite."

Employers must enter the "job position" which includes a job description for each location/worksite entered. Employers will be able to indicate if there are multiple "job positions" with the same job description for each worksite.

The system will prompt employers who wish to enter additional job positions for the same or different worksites.

- 4. After completion of any of the Job Order sections the system will generate an Employer Identification (ID) number prior to logging out of the system. Please record that number as the number must be entered each time the employer/organization logs into the system:
  - a. To log into the system or to log back in to the system, please have (1) the employer/organization's Federal Employer Identification Number (FEIN) and (2) the Employer ID assigned to the organization available. You will need this ID number in order to log in to add worksites or job positions at a later date.

- b. The FEIN can be provided by the department or entity responsible for payroll in your organization.
- c. To return to the Job Order or to enter additional locations and positions return to SECTION ONE, click "Log In" at the top of the page, enter the FEIN and the CSBD Employer ID provided to the employer/organization when SECTION ONE was completed and you will be able to add more worksites, and/or positions by returning to SECTION TWO and/or SECTION THREE to complete your JOB ORDER.

#### 5. HELPFUL HINTS

- a. Use your Employer ID and FEIN to log in again if you need to add more worksites or job positions at a later date.
- b. To make changes/corrections to information previously submitted in a JOB ORDER, you will need to contact CareerSource Broward at (954) 202-3830 and ask for the summer program staff for assistance.
- c. Only **complete SECTION ONE** "Employer/Organization Information" one time regardless of the number of positions and worksites you are requesting.
- d. You can request as many youth for a job position as you like, but complete the job position information section only once for each type of job. There is a box on the form to enter the *number* of youth you are requesting for that job position.
  - $\hfill \square$  I have read and understand all of the above requirements.

#### JOB ORDER REQUEST

### SECTION ONE EMPLOYER/ORGANIZATION INFORMATION

Please complete the information below to request youth to be assigned to your organization during the Summer Youth Employment Program.

# PLEASE COMPLETE SECTION ONE TITLED EMPLOYER/ORGANIZATION INFORMATION ONLY ONCE

REGARDLESS OF THE NUMBER OF JOB POSITIONS, NUMBER OF YOUTH AND LOCATIONS OF WORKSITES YOU ARE REQUESTING.

You will be able to request and enter multiple worksites and job positions in sections two and three respectively.

Employer/Organization Name:		
Type of Organization:		
Federal Tax ID #:xx-xxxxxxx E	Example: 12-345	6789 (The dash is required)
Contact Person - (for the Cont	ract):	
Address:		
City:	State: FL	Zip:
Telephone:		
Cell Phone:	FAX:	Email Address:
Contact Person – ( for the Program): Same as above		
Address:		
City:	State: FL	Zip:
Telephone:		
Cell Phone:	FAX:	Email Address:
Does your Organization have an executed agreement with CareerSource Broward to serve as a host worksite for the CSC summer program?		
Yes □ No □ Not sure □		
If you have responded "yes," continue to section two. The system will generate		

an automatic Employer Identification (ID) number. You will need to use that ID

Summer Youth WTP Work Site Agreement 2014 Page 30

number to log on later to add worksites or positions to your Job Order or to reference your Job Order record if calling for technical support.

If you have responded "no," please refer to the instructions for section one paragraphs 3 and 4.

# SECTION TWO WORKSITE INFORMATION

Please enter the worksite information which indicates the location to which the youth will be assigned for their work experience.

The ratio for supervisor to youth is 1:5

	vvorksite Name:		
	□Same as Company Address	□Same as Company Contact Person	
	Worksite Address:	Direct Supervisor of Youth Name:	
	City:	Title:	
	State: FL	Telephone:	
	Zip:	Fax:	
		Cell Phone:	
		Email Address:	
	How many of your company employees does this Supervisor currently supervise?		
Is public transportation available to this worksite? □ yes □ no			
	This is your CSBD Employer ID:		
	You must use the Employer ID and your FEIN to log in again to add worksites or positions. "Continue" to Section Three, Job Positions at this Worksite.		
	Once you have completed Section Three, you may enter additional worksites, in necessary. You may also "Quit" now and log in later to complete Section Two		

and Section Three.

# SECTION THREE JOB POSITIONS AT THIS WORKSITE:

Please complete this section only once if all positions have the same job title and working hours.

1-1-70
Job Title:
Number of Slots Available at:
Work Schedule (30 hours/week):
Please note: Schedules include a 30 minute unpaid lunch break Youth are not allowed to work weekends Youth are not allowed to make up time missed during the program.  Dress Code: None or Casual Dress Indoor/Outdoor:  Are Criminal Background Checks Required for Your Employees?  Description of Job Duties:
Brief Description of primary job duty, 250 characters max.
This is your CSBD Employer ID:
You can use it and your FEIN to log in again to add worksites or positions.
The job order link will be open until April 4th, 2014.
To add another worksite or a different physical address, click the "Add Another Worksite" button. To add another type of job (e.g "Clerical") at THIS worksite, click the "Add Another Job Position at THIS Worksite" button.
** Please record your CSBD Employer ID number.
You will need it and your FEIN to log in later to make changes to your JOB ORDER.
Add Another Worksite (Button)
Add Another Job Position at THIS Worksite (Button)

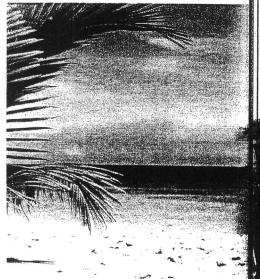
If you've finished adding worksites and job positions for now, click "Finished."

Summer Youth WTP Work Site Agreement 2014 Page 33

# Exhibit H Summer Youth Employment Program Participant Manual

FOCUSED.

COMMITTED.





Summer Youth Employment Program
Participant Manual 2014
Broward County



SOON TO BE ...







# **Summer Youth Employment Program**

### Message from the President



I want to welcome you to the 2014 Broward County Summer Youth Employment Program. Congratulations on taking the first step towards your future. By Participating in this program, you will gain valuable knowledge and skills that will be useful to your future education and career plans.

The Employability training you will receive is provided to help with basic job skills such as: working as scheduled, dressing appropriately, managing your money, and conflict resolution. This guide was prepared for you as a reminder of what you learned during the Employability Training sessions. It contains answers to many of the question you may have while participating in this program.

Each one of you will be matched with a monitor to assist in making your summer job a success. Your monitor will visit your workplace to speak with you and your supervisor. It is extremely important that you share any issues, concerns, or achievements. Your monitor and I want to ensure that you succeed this summer.

Over 6,000 young adults have taken advantage of the Summer Youth Program through the years. Because of their hard work, many have found employment for the following school year and beyond.

On behalf of WorkForce One Employment Solutions, the Broward County Children's Services Council, and the City of Fort Lauderdale, we thank you for your participation in the program and encourage you to be the best you can be!

Sincerely,

Mason Jackson President/CEO

Mason Jacken

WorkForce One Employment Solutions Soon to be CareerSource Broward

# 



# Summer Youth Employment Program

## Your First Day

The first day on a new job is a lot like the first day of school; you have to find the bathrooms and the cafeteria, get all your supplies, meet new people and maybe even do some work. That first day can seem overwhelming, but knowing some basic workplace rules will help you survive. Here are a few tips to make your first day a success!

## Make Sure to Prepare Ahead of Time

- Travel to your assigned jobsite, before the first day, to familiarize yourself with the route, distance, and the time it will take for you to get to your job on-time. Research Bus Routes if you plan to take the bus.
- Have a "dress rehearsal." If in doubt about what to wear on your first day, choose an outfit
  and ask a friend or relative for their opinion. Remember, it is better to be overdressed
  than underdressed.
- Gather all the supplies you may need for the first day. For example, a pen to fill out forms and a pad of paper to take notes.
- Remember to set your alarm clock. Try to give yourself enough time in the morning to arrive at your job at least 10 minutes early.
- The morning of your first day at work, remember to eat a healthy breakfast, and be confident and open-minded.

	SYEP Administrative	Staff
Latema King	SYEP Program Manager	(954) 202-3830, Ext. 3021
Yolanda Grant	SYEP Community Liaison	(954) 202-3830, Ext. 3023



# Remember These Tips and Make a Good Impression

- Follow good personal hygiene. Shower or bathe. Have clean hair. Brush your teeth. Use deodorant, etc.
- Keep your hair clean, combed and neatly styled.
- 3. Use make-up, perfume and after-shave sparingly, as they could be a distraction.
- 4. Neatly trim and clean your fingernails. This applies not only to young ladies but young men too. Women with fancy and/or long nails should consider limiting the length of their nails and wear conservative colors to avoid projecting the wrong image to an employer.
- 5. For a job requiring uniforms the correct attire is to wear the uniform each work day.
- 6. For a job in an office environment where the dress code is "business casual," the correct attire is for Men should wear a shirt with a tie and nice dress pants, or even a suit. Women should wear a dress or a business suit, with skirts that are at least knee-length or longer.
- Limit the quantity and size of your accessories. Women should wear close-toed shoes.
   Men should ensure shoes are shined and in good condition.
- 8. Wear clean and neat clothes that fit well and are in good condition. Clothes should not be tight. Male participants should avoid baggy or loose fitting pants and female participants should avoid crop, strapless, or low cut tops. Both genders should avoid backless shoes such as flip flops as those are not safe in a work environment.



# Don't Forget to Ask These Questions at Work on Your First Day

## 1. What Do I Wear?

Ideally, ask this one before your actual first day, in enough time to go buy pieces for your uniform, or more professional clothes if necessary.

## 2. Where Do I Park?

If you have a large number of customers coming to the business, it's common to allow them access to the most ideal parking spaces. That leaves your car way out on the far edges of the parking lot. Always ask on the first day the appropriate place to park. The business may have assigned parking for their employees.

## 3. Who Do I Ask If I Have a Question?

Sometimes the person who hired you is not your supervisor. You'll encounter a lot of new situations your first day, and you need to know who to ask for help when you run into something you can't handle. Do Not Be Afraid to Ask Questions.

## 4. When is Lunch?

Besides knowing when to go to lunch, you want to know what to do before you leave. Are you expected to check with your supervisor? Do you need someone to cover your work? Do you follow a formal schedule for breaks? If under 18 years old you are not allowed to leave the worksite for lunch. You will need to bring your lunch or order lunch and stay at the workplace. Lunch is ½ hour and unpaid.

## 5. What Equipment Do I Use?

Where is the copier, and how does it work? Where is the computer paper, cash register paper or other items that you'll need to replace regularly?

## 6. What Are The Internet Usage Rules?

If you use a computer, your online use may be restricted. Even if you are allowed free access, ask about any restrictions, such as e-mail and instant messaging sites.

## 7. Who Do I Call If I'm Out Sick or Running Late?

Get a name and phone number in case you need to call before or after office hours. Add your supervisor's and WF1 monitor's contact numbers in your cell phone's speed dial for quick access. Leave message for your supervisor and monitor if you are unable to speak to them directly.



## 8. How Does the Phone Work?

Business phones can be far more complicated than the one you use at home. If your job does not focus on the telephone, a company might overlook teaching you how to use it. You don't want to accidentally hang up on a customer, or worse, your boss! Ask about the policy concerning personal calls. If you have a direct line to your work station, what is the number? Ask about the cell phone policy.

## 9. What Do I Do Next?

During training, your tasks may be broken down into components. You'll work on something for a short period of time, and then your supervisor will check up on you to find out how you're doing. When you're given a task and then left alone to do it, ask what you should do when you finish. Show Initiative. Asking this question will have an impact on your supervisor. You show confidence in your ability to do the task assigned, you show a willingness to do more and you demonstrate the foresight to look ahead.

## 10. Where's the Bathroom?

Waiting until you're hopping from foot-to-foot is not the best time to ask about the facilities. Ask early in the day – before you have to go. If your supervisor gives you a tour of the building, make sure you cover this question then.

# First Day



## Tips to Help You Stay on the Job

## 1. Punctuality

Be on time for work every day. Come back from all breaks on time. Your supervisor and your coworkers will appreciate your PUNCTUALITY.

## 2. Regular Attendance

Show up for work regularly. If you are too sick to come to work, call before your shift starts so arrangements for a replacement can be made. If you are going to be out sick, whenever possible, ask to speak directly to your supervisor rather than having a coworker relay a message to your supervisor. Do not rely on or have someone else call in for you.

## 3. Follow Instructions

If you are assigned a task and given a procedure to follow, then follow it. Even if you have done this type of work before and it was done differently, it is important to do things the way your current employer wants. If you have questions about the procedure, ASK. Showing initiative is always encouraged. If you want to make suggestions, do so in a non-challenging way and wait for the appropriate time.

## 4. Complete Tasks on Time

Be sure to manage your time well when you are assigned to do a particular job or when it is to be completed within a certain number of hours or days. Complete all assigned tasks. As soon as you realize there may be a delay in completion or a problem arises, let your supervisor know. Avoid incomplete tasks and avoid making excuses as to why a task was not completed.

## 5. Know What is Expected

Be sure you understand exactly what is expected of you on the job. If you are unclear or uncertain about any of your duties, politely ask your supervisor to explain them again. If necessary, take notes so you can refer back to them.

## 6. Accept Criticism

If you have not done a job correctly or have not completed a task on-time and your supervisor reprimands you or brings it to your attention, accept the comments and criticism politely. No one enjoys being criticized but it is very important not to get defensive. You might even consider saying something like, "Thank you for bringing it to my attention. I will try to do better next time."

## 7. Be Respectful and Cooperative

Always use proper language and call your supervisors by their last names (Ms. King or Mr. Williams) unless they tell you directly to call them by their first names (Ms. Susan or Mr. Frank). Also respect your co-workers.



## 8. Keep Confidences

If you are given confidential information by a coworker or supervisor or as part of your job, it is important to keep that confidentiality. You want to be thought of as trustworthy, so behave as such.

## 9. Ask For More Responsibility

When you feel ready to handle it, ask for more responsibility. When you complete an assigned task, ask your supervisor if there is anything else you can do to help.

## 10. Honesty and Integrity

If you make a mistake, admit it. Apologize, and if you can, correct the mistake on your own. If you can't, ask your supervisor or a coworker to help you correct it. We all make mistakes so don't put yourself down if it happens. Just admit the mistake, correct it and learn from the experience to not repeat it. Integrity in the workplace is very important. Be known as one who is honest and trustworthy.

## 11. Be Safe

At every jobsite safety is a priority. If you see something that could be a work hazard or that is dangerous, speak out. TELL YOUR SUPERVISOR and/or MONITOR! If it is something you can safely correct yourself, do so then tell your supervisor.

## 12. Use of electronics, social media, etc.

There should be no use of iPods, iPhones, iTouch, iPads or mp3 players. No cell phones use unless you are on your break, no texting and no web surfing on any social media and emails. Headphones and/or ear buds are not to be used during work hours.

# Leoful

# -valuations



## Performance Evaluation

**Summer Youth Employment Program** 

You will be evaluated by your supervisor once during the eight-week period. The purpose of the performance evaluations is to allow your supervisor to give you constructive feedback on your performance. This is also a time for you to share your experiences at the worksite with your supervisor and monitor.

You will be evaluated at the end of five (5) weeks in the program to see how well you have learned and applied the employability skills you learned in the 3 day orientation before you started work. Your worksite monitor will be reviewing the employability skills with you during the program to prepare you for the evaluation.

## Surveys

During the 6th week of the program you will receive a survey. The survey will be for you to evaluate your worksite and supervisor as well as to evaluate the program and monitor. The survey gives us valuable information to help improve the program each year.



# Rules for Workforce One Employment Solutions/SYEP Participants & Disciplinary Contract

As you begin your employment with the SYEP, you are expected to follow all of the rules and regulations set forth by the SYEP and by the worksite to which you are assigned. You are expected to follow instructions and directions given by the Worksite Supervisor and failure to do so can result in termination from the program.

## **SYEP Disciplinary Contract**

Participants are expected to follow ALL rules and regulations set forth by the SYEP and instructions and directions given by the site supervisor at the site to which you are assigned. Failure to do so can result in termination from the program.

## Rules Prohibit the Following

- Falsification of records, including official documents such as timesheets
- Use or possession of alcoholic beverages or illegal drugs during working hours or appearing at the workplace under the influence
- Refusal to carry out directives of Worksite Supervisors, Worksite Monitors or any other
  official of the worksite or SYEP
- 4. Disclosure of confidential information about other participants, SYEP Work Providers or WorkForce One staff, such as financial status, contractor/employer trade secrets
- 5. Theft or abuse of worksite property or the property of SYEP Worksite Monitors
- 6. Limited absences
- Excessive absences, 3 consecutive and unexcused absences are detrimental to continued employment

The following actions will result in immediate dismissal: threats of violence and verbal or physical abuse to any participant, employee, worksite provider, or WorkForce One Employment Solutions/SYEP staff member and weapon possession at a worksite.

# SYED Rules



Whenever a SYEP participant is found to be in violation of any of the performance standards or rules, the following procedure could be used depending on the infraction:

## 1. Corrective Counseling

Whenever the actions of a participant are deemed to be not life-threatening to himself/herself, to other participants, the Worksite Supervisor will attempt to counsel the participant about proper behavior and attitudes.

This corrective counseling will be carried out in such a way that the participant is able to learn from the "mistake", and be given an opportunity to correct the behavior or attitudes. When counseling is not successful, then the Worksite Monitor will be contacted immediately for intervention.

A record of the results of this counseling will be made part of the participant's file, along with documentation of the behavior or attitude, which necessitated the counseling. When the counseling has been positive, no further action need be taken. If the behavior or attitude does not change as a result of the counseling, then either additional counseling may be attempted, or a more formal action to limit the participation of the individual may be pursued.

## The following procedure could be used depending on severity of offence:

## 1st Occurrence

Supervisor issues verbal warning to the participant in an informal conference, record the information, sign and date it, and have the participant sign it.

## 2nd Occurrence

Supervisor notifies the assigned Worksite Monitor of the infraction and the previous occurrence. The Worksite Supervisor will then meet with the Worksite Monitor and the participant to discuss the problem. The Worksite Monitor will suggest corrective action and complete a Settlement Agreement that should be placed in the participant's folder. A case note is also placed in the participants' file.

## 3rd Occurrence

If the Worksite Monitor decides that disciplinary action is in order, he/she should arrange a meeting with the Worksite Supervisor within three (3) working days of the incident. The Worksite Supervisor will complete a case report of the matter and include recommended corrective action.

## 2. Actions that Limit the Participation of Individuals

Depending on the circumstance SYEP staff will take <u>immediate</u> action to limit the participation of an <u>individual</u> in the SYEP. The decision on what type of action is appropriate will be made on an individual basis, based on the immediate situation.





## **Appeal Procedure**

Participants in the SYEP have the right to file a written appeal of any disciplinary action. The participant must appeal in writing within five (5) working days of receiving written or oral notification of the action. Any written appeal must be received at 6301 NW 5th Way, Suite 1200, Fort Lauderdale, FL 33309 (Attention: SYEP Manager).

If requested in writing by the participant, there will be an informal or formal hearing on the appeal within seven (7) working days from the date of the appeal. When such formal or informal appeal is requested, the Executive Vice President of WorkForce One Employment Solutions will review the records of the case and issue a final decision within seven (7) working days of the appeal. The Executive Vice President may increase, decrease or void any previously made decision based on the evidence of the case, newly submitted evidence or personal testimony. A copy of the appeal and the decision about that appeal shall be made part of the participant's SYEP file.



## 2014 SYEP Pay Schedule

Program Duration: June 09 - August 5, 2014

Work Period Dates		Pick up, Complete and Deliver Time Sheets to Program Manager by 3 PM	Pay Dates
6/9,6/10,6/11 Orientation		6/12/2014	6/27/2014
6/16/2014	6/29/2014	6/30/2014	7/11/2014
6/30/2014	7/13/2014	7/14/2014	7/25/2014
7/14/2014	7/27/2014	7/28/2014	8/8/2014
7/28/2014	8/5/2014	8/6/2014	8/22/2014





# 2014 SUMMER YOUTH EMPLOYMENT PROGRAM



WORK	EXPER	IENCE	TIMES	HEET
------	-------	-------	-------	------

Date :	Pay Period Ending:
Participant's Name : (LAST)	(FIRST) (MI)
Social Security Number: XXX - XX -	Participant's Phone No :
ocation :	Monitor's Name :

## Total Time Time Participant's Signature Time In Time In Hours Date Day Out 6.00 Bear Green 9:00 AM 12:00 PM 12:30 PM 3:30 PM 6/9/2014 Example Week 1 6.00 10/27/2014 9:00 AM 12:00 PM 12:30 PM 3:30 PM Mon Tue Wed Thu Fri Sat Sun Total Hours (Week 1) 6.00 Week 2 6.00 11/3/2014 | 9:00AM | 12:00PM | 12:30PM | 3:30AM Mon Tue Wed Fri Sat Sun 6.00 Total Hours (Week 2) Total Hours (Week 1 + Week 2) 12.00

Participant's Signature	Date
Worksite Supervisor Signature	Date
Worksite Monitor Signature	Date
omments:	

13



# Important information

On the first day of work please make sure you have the following items available.

- Worksite assignment form
  - Must give this to your supervisor on first day

This form will have your worksite name and address as well as your monitor & supervisor name and number.

- Background screening results and physical
  - Only for jobs that require it

Supervisor will not allow you to work if not presented on first day.

Monitor name & number

Monitor Name:	
Monitor Number:	
Worksite Supervisor name & number	
Monitor Name:	
Monitor Number:	

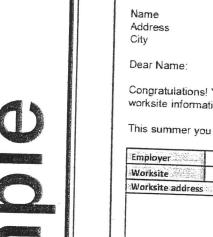
Workforce One Employment Solutions (WF1) number:

(954) 202-3830 Summer Youth Department

4.

Please only contact WF1 when you are unable to reach your monitor or have not seen your monitor for a couple of days. Your monitor should be the first person to talk to for any questions or problems after talking with your worksite supervisor.







## SYEP Worksite Assignment Form

Date

Congratulations! Your Summer Employment will begin on June 16, 2014. Below you will find your worksite information.

This summer you will be working with:

Employer	
Worksite	
Worksite address	Prince Control of the
	Work Hours
ob Description	
unded By	ion Dress code
	on Dress code
1	

Your worksite supervisor will be:

Supervisor Name	
Supervisor Name	Phone Number
	State State S

Your SYEP worksite monitor is:

Barris Andrews	3.	
- Wionitor Name	THE RESERVE OF THE PARTY OF THE PARTY OF THE	SOL 20 India September 1
		Phone Number

You are required to bring this letter on your first day of work to ensure you are at the right Worksite. Have a great summer!!!

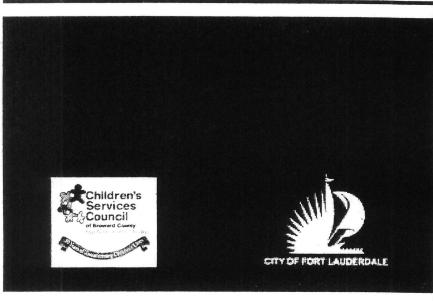
Sincerely,

Latema King SYEP Program Manager

Revised 11/2013



# Notes







SOON TO BE...

