

**FIRST COAST WORKFORCE DEVELOPMENT, INC. (SUB-RECIPIENT)  
CONTRACT FOR SERVICES WITH CLAY COUNTY SCHOOL BOARD  
FCWD 2013-05(I)**

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THIS CONTRACT is entered into between First Coast Workforce Development, Inc., hereinafter referred to as FCWD, with administrative offices located at 1845 Town Center Blvd., Suite 250, Fleming Island, FL. 32003 and Clay County School Boards, having its principal office at 23 South Green Street, Green Cove Springs, Florida 32043, hereinafter referred to as the "Contractor", for the purpose of providing workforce development and welfare to work services as authorized by the Workforce Investment Act (WIA), Public Law 105-200, and the Workforce Innovation Act of 2000, Chapter 445, Florida Statutes, and any subsequent amendments. FCWD agrees to pay for contracted services according to the Agreement of Payment, for an amount not to exceed One Hundred Twenty Five Thousand Dollars (\$125,000.00), subject to the availability of funds. Contractor acknowledges that the cost data submitted to the FCWD in support of this contract is accurate, complete and current as of the date of execution. The term of this contract shall begin on July 1, 2012 and end on June 30, 2013. FCWD is not obligated to pay for costs incurred related to this contract prior to this contract's begin date or after the end date. This contract, which incorporates Attachment I., General Provisions: Attachment II., Statement of Work: Attachment III., Agreement for Payment; and all Exhibits, contains all the terms and conditions agreed upon by both parties. Contractor agrees to adhere to the standards and requirements established under FCWD's formal Request for Proposal Process and the Request for Proposal document. Contractor understands that their response is the basis which this agreement was funded and therefore is incorporated by reference as if set forth in its entirety herein. The extent that any terms or conditions as documented in the Request for Proposal including the Contractor's response conflict with the terms and conditions as stated in this contract, the language of this contract shall control. This is a cost reimbursement/performance based contract. Funds provided under this contract are derived from:

CFDA Title and number: WIA Youth Training Program/17.259; Welfare Transition Program/93.558  
Award name and number: Clay County School Board/FCWD 2013-05(I)  
Name of Federal Agency: US Department of Labor; U.S. Department of Health and Human Services

**Attestations Required:**

- yes Drug Free Workplace Certification, Exhibit 2A.
- yes Debarment and Suspension Certification, Exhibit 2B.
- yes Lobbying Activities Form, Exhibit 2C.
- yes Facility Accessibility Evaluation, Exhibit 2D.
- yes Sworn Statement on Public Entity Crimes, Exhibit 2E.
- yes Sworn Statement on Clean Water Act, Exhibit 2F.

**Maintain by Contractor:**

- yes Liability Insurance/Self-Insured
- yes Workers' Compensation Insurance
- yes Motor Vehicle Insurance
- yes Bonding Insurance
- yes Property Insurance
- yes Resumes of Key Staff

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IN WITNESS THEREOF, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized.

**CONTRACTOR:**

**FIRST COAST WORKFORCE  
DEVELOPMENT, INC.**

SIGNED BY: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

NAME: \_\_\_\_\_

Bruce Ferguson,  
President & CEO

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

NAME AND TITLE: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

Contractor fiscal year ending date: \_\_\_\_\_

Contractor FEIN: \_\_\_\_\_

**CONTRACT IS NOT VALID UNTIL SIGNED BY BOTH PARTIES**

# ATTACHMENT 1: GENERAL PROVISIONS

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### I. CONTRACTOR ASSURANCES

#### A. General Agreements

Contractor shall provide services and/or training within the contract period and in accordance with the Statement of Work, Attachment 2 and within the parameters of the Agreement of Payment, Attachment 3.

#### B. Laws and Regulations

1. The Contractor warrants that all its activities and the activities of its FCWD approved subcontractors under this contract shall be conducted in conformance with the Workforce Investment Act (WIA), Public Law 105-200 and subsequent amendments and the Workforce Innovations Act of 2000 (Title XXI Chapter 445, Florida Laws) and subsequent amendments, 45 CFR 98, the Temporary Assistance for Needy Families Program (TANF), 45 CFR parts 260-265, and other applicable federal regulations and policies promulgated thereunder, the Statement of Work and all other terms of this contract; all applicable Federal, State and local laws, regulations, directives, policies, and instructions as they pertain to this contract which are in effect at the inception of this contract or as may be promulgated or amended during its life; and other laws, ordinances, regulations, and licensing requirements including state and federal safety, health, and personal protective equipment requirements. When determining applicability, all programs and activities funded, or otherwise financially assisted, in whole or part, under Welfare Transition Program, are considered to be programs and activities receiving federal financial assistance.
2. Contractor shall comply with the Americans with Disabilities Act, (42 U.S.C., 12101 et seq.) which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services and in telecommunications.
3. Contractor shall comply fully with nondiscrimination and equal opportunity laws, 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, creed, 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 financially assisted program or activity and the Contractor agrees that it shall comply with Executive Order (EO) No. 11246, Equal Employment Opportunity, as amended by EO No. 11375, and as supplemented in Department of Labor regulation 29 CFR parts 33 and 37 as well as 41 CFR, part 60 and 45 CFR part 80, if applicable, including the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the

Education Amendments of 1972, as amended; Section 654 of the Omnibus Reconciliation Act of 1981, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws.

4. If this contract is for an amount over \$100,000, the Contractor shall comply with all applicable standards, orders or regulations issued under section 306 of the Clean Air Act as amended (42 U.S.C. 1857(h) et seq.), section 508 of the Clean Water Act as amended (33 U.S.C. 1368 et seq.), Executive Order 11738 and Environmental Protection Agency regulations (400 CFR Part 15). The Contractor shall report any violations of the above to FCWD.
5. Contractor shall not employ unauthorized aliens, which is considered a violation of section 274A(e) of the Immigration and Naturalization Act. Such violation shall be cause for unilateral cancellation of this contract by FCWD.
6. Contractor understands it is illegal for any corporate entity to punish whistleblowers or retaliate against any employee who reports suspected cases of fraud or abuse (SOX, Section 1107, Section 1513 of Title 18, USC).
7. Contractor understands it is a crime to alter, cover up, falsify, or destroy any document that may be relevant to any official investigation (SOX, Section 1102, Section 1512 of Title 18, USC).
8. Contractor shall adhere to Florida's Energy Conservation Plan, located at <http://www.dep.state.fl.us/energy/energact/default.htm>.
9. Contractor shall provide adequate documentation verifying its cost allocation plan(s) is in compliance with OMB circulars and approved by the Florida Department of Education and submit its cost application plan to FCWD for all other contractors.
10. Contractor will comply with the Davis-Bacon act as amended (40 U.S.C. 276a-7) and as supplemented by the Department of Labor (DOL) regulations 29 CFR Part 5, the Copeland Anti-Kickback Act (40 U.S.C. 276c and 18 U.S.C. 874) as supplemented by DOL regulations 29 CFR Part 3, and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) as supplemented by DOL regulations 29 CFR Part 5 regarding labor standards for federally assisted construction sub agreements, as applicable.
11. ETA Salary Limitation Certification & Sworn Statement Pursuant to Public Law 109-149 Section 101 & OMB Circular A-133. Contractor certifies Contractor is in compliance with Public Law 109-234, and that none of the funds appropriated in Public Law 109-149 or prior Acts under the heading "Employment and Training" that are available for expenditures on or after June 15, 2006 shall be

used by a recipient or sub-recipient of such funds 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, except as provided for under section 101 of Public Law 109-149. This limitation shall not apply to vendors providing goods and services as defined in OMB Circular A-133.

12. **Construction or Renovation of Facilities Using Program Funds:** The Contractor is aware that federal funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility. If any property has been constructed or substantially renovated, through the unlawful use of state or federal funds, the federal government shall be entitled to a lien against said property.

#### C. Audits

##### 1. Non-Profit, Governmental and Education Entities

If this award is made to a non-profit, governmental or institution of higher education, and if this Contractor receives \$500,000 or more in a fiscal year in federal financial assistance to operate a federal program, the federal cost principles and audit requirements of OMB Circular A-133 and other applicable OMB circulars shall be adhered to. The Contractor shall provide for a program specific independent financial and compliance audit conducted and prepared in accordance with generally accepted government auditing standards.

##### 2. Commercial Organizations

If this award is made to a for-profit, commercial organization, and if this Contractor receives \$500,000 or more in a fiscal year in federal financial assistance to operate a federal program, the Contractor shall provide for a program specific independent financial and compliance audit conducted and prepared in accordance with generally accepted government auditing standards.

##### 3. Audit and Monitoring Reports

a) Contractors shall submit a copy of their independent audit report within thirty (30) calendar days after its receipt by the Contractor and not later than nine (9) months after the end date of this contract.

b) If an official audit or monitoring report identifies unacceptable accounting practices and/or records management, FCWD reserves the right to withhold any or all reimbursement from the Contractor until such time as the accounting practices and/or records management are improved to the satisfaction of FCWD.

c) Contractor will implement a system for monitoring fiscal, participant and program activities for compliance with this contract. Contractor will maintain documentation to verify completion of monitoring activities.

d) The Contractor will respond in writing to monitoring reports and requests for corrective action plans within ten (10) business days after the receipt of the monitoring report from FCWD.

#### D. Record Keeping

Contractor will be responsible for maintaining all financial records, statistical records, property records, applicant and participant records, supporting documentation, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years from the date of the final payment of this contract, or until all audits are complete and findings on all claims have finally been resolved, whichever is longer. Records for equipment shall be maintained beyond the prescribed period if necessary to ensure that they are retained for three (3) years after final disposition of the property.

The Contractor will cooperate with FCWD to facilitate the duplication and/or transfer of any said records or documents during the required retention period. If the Contractor is unable

to retain the records for the required period, the Contractor will notify FCWD in writing and request instructions. Contractor shall not dispose of any records without the prior written consent of FCWD.

#### E. Access to Records

1. At any time during normal business hours and as often as FCWD, the State of Florida, United States Department of Labor, Comptroller General of the United States, or their designated representative may deem necessary, Contractor shall make available all appropriate personnel for interviews and all such financial, applicant, or participants' books, documents, papers and records (including computer records), or other data relating to matters covered by this contract, for examination, audit, or for the making of excerpts or copies of such records for the purpose of auditing and monitoring program activities and determining compliance with all applicable rules and regulations, and the provisions of this contract. The above referenced records shall be made available at the Contractor's expense, at reasonable locations as determined by FCWD.
2. The Contractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of chapter 119 of the Florida Statutes and made or received by the Contractor in conjunction with this contract. Denial of this access shall be grounds for immediate unilateral cancellation of this contract by FCWD.

#### F. Participant Record Confidentiality

Contractor shall not disclose any information concerning an applicant or participant for any purpose not in conformity with the state and federal regulations, except upon receipt of a written request and upon written consent of the recipient or his responsible parent or guardian when authorized by law. This information may be made available upon consent of FCWD to other entities to affect the appropriate delivery of services to the applicant or customer.

#### G. Internal Financial Control

1. Contractor shall be responsible for implementing procedures and internal financial controls governing the management and utilization of the funds provided hereunder. Contractor shall maintain its books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by FCWD under this contract.
2. Contractor shall track costs in sufficient detail to determine compliance with applicable laws and regulations and to ensure that the funds have been lawfully spent. All expenditures must be in accordance with the applicable OMB Cost Principles.
3. Contractor shall maintain separate accounting records for funds received and expended under this contract.

#### H. Reimbursement Request and Close-out Reports

All reimbursement requests and close-out reports shall be submitted to FCWD's Administrative Office 1845 Town Center Blvd., Suite 250, Fleming Island, FL. 32003, including, but not limited to:

1. **Reimbursement Request:** Contractor shall submit to FCWD a monthly reimbursement request that is in sufficient detail for a proper preaudit and postaudit thereof. This Reimbursement Request and any back-up documentation of paid costs and/or performance deliverables shall be submitted as specified herein and in the Agreement of Payment. The Contract Manager shall review and accept the contract units of deliverables prior to payment. FCWD may reduce the amount to be paid in proportion to the

Contractor's failure to achieve specified performance measures.

Services and/or training paid in full or in part under any other contract or from any other source are not eligible for payment under this contract.

FCWD reserves the right to refuse to reimburse the Contractor for any Payment Request not submitted within forty-five (45) calendar days after contract termination.

2. **Final Reimbursement Request and Contract Close-Out Report:** Contractor shall submit to FCWD a final invoice and a Contract Close-Out Report within forty-five (45) calendar days after contract termination. If the Contractor fails to do so, all rights to payment will be forfeited and FCWD may not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the Contractor and necessary adjustments thereto have been approved by FCWD.

The Contract Close-out Report will summarize all reimbursement requests, actual expenses, inventory and other items pertinent to the close out of this contract with FCWD.

3. **Program Income Report:** The Contractor shall submit to FCWD a Program Income Report within forty-five (45) calendar days after contract termination detailing any program income generated from activities covered under this contract.

Any payment due under the terms of this contract may be withheld until all reports due from the Contractor and necessary adjustments thereto have been received and approved by FCWD.

**I. Disallowed Costs/Return of Funds**

1. Contractor shall return to FCWD any overpayment due to unearned funds or funds disallowed pursuant to the terms of this contract that were disbursed to the Contractor by FCWD or funds which are disallowed in the final resolution of an audit report. Contractor shall repay such amounts from funds other than funds received under this contract and according to FCWD's Audit Resolution/Debt Collection Policy. FCWD may withhold funds from future deliverables or other requests for payment pending resolution of disallowed costs.
2. Refunds or credits from training institutions or other vendors for costs that have been reimbursed by FCWD shall be returned to FCWD within ten (10) business days of being received by the Contractor or shall be accounted for in the following reimbursement request with a reduction equal to the refund or credit.
3. Should repayment not be made in a timely manner, FCWD will charge interest of one (1) percent per month compounded on the outstanding balance forty (40) calendar days after the date of notification.

**J. Program Income**

Revenues generated through activities funded under this contract in excess of costs are to be treated as program income in accordance with FCWD Program Income Policy.

**K. Insurance**

Contractor shall maintain, in a format approved by FCWD, satisfactory evidence that the following insurance coverages, as appropriate, are in force and will not be canceled without thirty (30) calendar days written notice to FCWD. FCWD may withhold payments or terminate this contract if the Contractor fails to maintain or provide evidence of current insurance.

1. **Liability Insurance:** Contractor agrees to obtain a standard liability insurance policy in the single limit amount of \$1,000,000 and will provide general liability insurance in amount of \$100,000 per person and \$200,000 per occurrence with an endorsement naming FCWD as additional insured, unless Contractor is self-insured. If Contractor is self-insured, Contractor must be able to provide the same coverage and must submit proper documentation to FCWD as evidence of such.
2. **Workers' Compensation:** To the extent that the state Workers' Compensation law is applicable, Contractor must provide Workers' Compensation coverage to all employees paid directly under this contract. Where employees covered under this contract are not covered under a state Workers' Compensation law, then the Contractor shall provide insurance coverage for injuries suffered by employees. Income maintenance coverage is not required.
3. **Motor Vehicle Insurance:** Contractor agrees to obtain Motor Vehicle Insurance coverage in the amounts of \$50,000 property damage, \$100,000 per person and \$300,000 per occurrence, for all motorized vehicles owned or leased by the Contractor to be used in the performance of actions authorized by this contract.
4. **Bonding:** Contractor shall carry an Employee Fidelity Bond on every officer, director, agent, or employee authorized to receive or deposit these funds or issue financial documents, checks, or other instruments of payment of program costs. Bond shall be in the amount of \$100,000 or the total amount of this contract, whichever is less. The bond shall be effective prior to any contract payment and for at least three (3) months after this contract terminates.

The Contractor shall assure and require that all subcontractors maintain the same type of insurance.

5. **Equipment:** All equipment received from FCWD and used by Contractor under this contract shall be insured against fire, theft, and destruction equal to the full replacement cost.

**L. Purchasing**

All purchasing of goods and services must be in compliance with FCWD procurement guidelines or Contractor's procurement policy, if the Contractor's policy is approved in advance. Records must be maintained to document procurement efforts to comply with this requirement.

**M. Equipment**

The use of contract funds to purchase equipment, as defined by OMB Circular A-110, is prohibited without prior written approval of FCWD.

**N. Use of Supplies**

Any consumable supplies purchased under this contract or provided by FCWD for use in delivering the services under this contract shall be used exclusively for program purposes unless another use agreement has been made part of this contract. These supplies shall remain the property of FCWD.

**O. Copyrights, Patent Rights and Rights to Data**

FCWD reserves royalty-free, exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use a) the copyright in any work or materials developed under this contract; and b) any rights of copyright to which the Contractor purchased ownership with funds provided under this contract.

FCWD shall have exclusive, nontransferable, irrevocable, paid-up license to any patentable discovery or invention that arises or is developed under this contract. FCWD shall have unlimited rights to any data first produced or delivered under this contract.

Notwithstanding the forgoing, FCWD shall not obtain ownership or unlimited rights in any previously developed proprietary or

confidential information or software of the Contractor, or restricted third party information or software, utilized by the Contractor in the performance of this contract.

**P. Assignment and Subcontracts**

Contractor shall not subcontract, assign or transfer any rights or responsibilities under this contract or any portion thereof without the prior written approval of FCWD, unless otherwise authorized by this contract. The Contractor shall submit a written subcontract to FCWD for approval prior to its execution. Including the names of potential subcontractors in a response to a request for proposal does not relieve the Contractor from obtaining this written approval.

FCWD reserves the right to reject the subcontracting of certain services or training and the use of particular subcontractors.

In no case shall such approval from FCWD relieve the Contractor from its obligation under this contract, or change the terms of this contract. The Contractor shall ensure that all applicable provisions of this contract are binding upon all approved subcontractors. It is understood that FCWD shall not be liable to any subcontractor(s) for any expense or liabilities incurred under the subcontract.

**Q. Conflict of Interest**

1. No Contractor or subcontractor representative serving on FCWD Board of Directors or any of its committees shall discuss or cast a vote on the provision of services and/or training by the Contractor or its subcontractor(s), or any matter which would provide or give the appearance of providing financial benefit to the Contractor, or influence or attempt to influence any other member of the Board of FCWD or its committees on decisions benefiting the Contractor.
2. No Contractor's representative will solicit or accept money or any other consideration from a third party for the provision of goods or services funded in whole or in part under this contract.
3. Contractor may not hire a person in an administrative capacity, staff position, work experience, work supplementation or on-the-job training position funded under the Welfare Transition Program Act if a member of that person's immediate family is employed in an administrative capacity for FCWD or the Contractor. Prior to employing or assigning any individual to any position or activity related to any of Contractor's employees a written request shall be forwarded to FCWD's Legal Department seeking a written opinion regarding the allowability of the desired action on the part of Contractor. Contractor shall be bound by the written opinion issued by the FCWD President.

**R. Indemnification**

1. The Contractor agrees to be liable for, defend and indemnify FCWD and all of FCWD's officers, agents, or employees against all claims, losses, suits, judgments, or damages, including the cost of administrative proceedings, court costs and attorney's fees, arising out of any acts, actions, negligence or omissions by the Contractor, and its agents, subcontractors, or employees, during the performance of this contract. Where the Contractor and FCWD commit joint negligent acts or omissions, the Contractor shall not be liable for nor have the obligation to defend FCWD with respect to that part of the joint negligent act or omission committed by FCWD. In no event shall the Contractor be liable for or have any obligation to defend FCWD against such claims, suits, judgments, or damages, including costs and attorney's fees, arising out of the sole negligent or intentional acts or omissions of FCWD.
2. Paragraph R.1. shall not apply to any Contractor who is a state agency or subdivision, as defined in section 768.28, Florida Statutes. Any Contractor who is a state agency or subdivision agrees to be fully responsible for its negligent acts or omissions or tortuous acts that result in claims or

suits against FCWD, and agrees to be liable for any damages proximately caused by said acts or omissions. In the event that FCWD suffers a loss or damages as a result of the Contractor's breach of this contract, or the Contractor's negligence in discharging its duties under this contract for which there is no adequate legal remedy available to FCWD, or there are insufficient funds from which the Contractor can fully compensate FCWD, the Contractor agrees to make a good faith effort to seek an appropriation from the legislature sufficient to fully reimburse FCWD for its' loss resulting from such negligence or, breach of contract. Nothing herein is intended to serve as a waiver of sovereign immunity by any Contractor to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3. The Contractor's inability to evaluate liability or its evaluation of liability shall not excuse the Contractor's duty to defend and indemnify within seven (7) calendar days after such notice by FCWD is given by certified mail. Only adjudication or judgment after the highest appeal is exhausted specifically finding the Contractor not liable shall excuse the performance of this provision. FCWD's failure to notify the Contractor of a claim shall not release the Contractor of the above duty to defend.
4. The Contractor agrees that it is an independent Contractor of FCWD and not an agent or employee.

**S. Religious, Political and Lobbying Activity**

No funds made available under this contract shall be used for 1) lobbying of federal, state or local legislatures to influence legislation or appropriations; or 2) to raise funds, or to promote, assist, or deter union organizing.

The employment or training of any participants in sectarian activities is prohibited. Nor shall any participant be employed to carry out the construction, operation or maintenance of any part of any facility that is or will be used for sectarian instruction or as a place for religious worship.

The contractor will comply with the provision of the Hatch Act (5 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.

**T. Public Entity Crimes**

A person or affiliate 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, may not submit bids on leases of real property, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a FCWD contract for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

**U. Health and Safety**

Health and safety standards, including Child Labor Laws, established under state and federal law, otherwise applicable to working conditions of employees shall be applicable to working and training conditions of participants served under this contract. Where participants or employees covered under this contract are engaged in activities not covered under the Occupational Health and Safety Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to their health or safety.

**V. Civil Rights**

Contractor must ensure that no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with this contract on the basis

of race, color, religion, sex, national origin, disability, age, political affiliation or status as a participant.

**W. Grievance and Complaint Procedures**

Contractor shall adhere to and comply with FCWD grievance and complaint procedures that were promulgated by Florida State, Office of Civil Rights. Contractor shall ensure that all participants served under this contract are properly informed of their rights and benefits, including the right to file a grievance or a complaint with FCWD.

**X. Sponsorship, Public Announcement, and Advertising**

Contractor shall not publicize, advertise, or describe the training and/or services funded under this contract, without prior approval from FCWD. The Contractor agrees to use the WORKSource brand name, and will adhere to all marketing strategies implemented by FCWD. Contractor agrees that when issuing statements, press releases, request for proposals, bid solicitation, and other documents describing the project or programs funded in whole or in part under this Agreement, Contractor shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money under this Agreement and (2) the dollar amount of Federal funds for the project or program.

**Y. Knowledge of Terms of this Contract**

The Contractor shall take such actions as are necessary to ensure the knowledge and understanding of the terms of this contract by all staff of the Contractor and any subcontractor(s) if approved by FCWD.

**Z. Incident Reporting**

Known or suspected incidents of fraud, program abuse or criminal conduct shall be reported to FCWD immediately.

To assure compliance with Chapter 415, Florida Statutes, an employee of the Contractor who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected or exploited, shall immediately report such knowledge or suspicion to the Central Abuse Registry and Tracking System of the Department of Children and Families on the statewide toll-free telephone number 1 (800) 96ABUSE.

The Contractor shall, in accordance with the client risk prevention system, report those reportable situations listed in HRSR 215-6 Paragraph 5, in the manner prescribed in HRSR 215-6.

**AA. Enforcement of Contract Provisions**

The failure of FCWD to strictly enforce any of the provisions of this contract, or to require strict performance by the Contractor of any provision herein, shall in no way be construed to be a waiver of such provisions or the validity of this contract or any part hereof, or waive the right of FCWD to thereafter enforce each and every provision herein.

**BB. Warranty**

The Contractor covenants and warrants:

1. It is lawfully organized and constituted under all federal, state and local laws, ordinances and other authorities of its domicile and otherwise in full compliance with all legal requirements of its domicile;
2. It is possessed of the legal authority and capacity to enter into and perform this contract;
3. It is duly authorized to operate and do business in the State of Florida; and,
4. It has no present interest nor shall it acquire any interest which would conflict in any manner with its duties and obligations under his contract.

**II. MUTUAL ASSURANCES**

**A. Amendments, Modifications and Contract Extension**

1. FCWD reserves the authority to amend or modify this contract with written bilateral agreement of the Contractor. Reimbursements and the total dollar amount may be adjusted retroactively to reflect cost increases when these have been established through the appropriate process and subsequently identified in a modification to the Contractor's budget.
2. Mandatory changes in regulations, policies or law will be unilaterally amended by FCWD and will be effective upon the receipt by Contractor of a Contract Modification signed by the **President** of FCWD.
3. This contract may be renewed on a yearly basis for a period up to four years after the initial contract or for a period no longer than the term of the original contract, whichever period is longer, if such extension is allowed for in the original request for proposal. This extension is contingent upon satisfactory performance evaluations by FCWD and is subject to the availability of funds. The terms and conditions of this extension shall be negotiated prior to the effective date of the extension.

**B. Termination**

1. **Termination Due to Lack of Funds:** If for any reason funds to finance this contract are reduced, suspended or terminated, in whole or in part, funding for this contract may cease. FCWD shall provide no less than ten (10) business days written notice of such termination.
2. **Termination for Breach:** FCWD may terminate this contract when it has determined that the Contractor has failed to provide any of the services specified herein in a timely or proper fashion, failed to perform in whole or in part, or has violated any stipulations of this contract. FCWD will notify Contractor of such in writing. Depending on the situation and cause for the breach of contract, FCWD may either unilaterally cancel the contract immediately or allow the Contractor ten (10) business days from receipt of notice in which to respond with a plan agreeable to FCWD to correct said deficiencies. Upon failure of Contractor to respond within the appointed time or failure of Contractor to respond with appropriate plans, FCWD will serve a termination notice which shall become effective within fifteen (15) business days after its issuance.

In the event of such termination, FCWD shall be liable for payment only for services rendered prior to the effective date of termination. Final billing for payment must be received by FCWD within 45 calendar days of termination date.

Contractor shall give FCWD written notice of any perceived breach and it shall give FCWD ten (10) business days to cure any perceived breach under the contract.

3. **Termination for Convenience:** This contract may be terminated by either party for convenience when it is in their best interest. FCWD may suspend this contract for the purpose of investigating irregularities under this contract. Any termination for convenience will be preceded by written notice setting forth the effective date of said termination. The termination shall be effective within 30 calendar days after the notice is issued unless a lesser time is mutually agreed upon by both parties. The Contractor has forty-five (45) calendar days after the effective date to bill for payment. Contractor shall be entitled to receive just and equitable compensation for any services performed hereunder through the date of termination or suspension.
4. **Other:** Unearned payment under this contract may be suspended or contract terminated upon the refusal by Contractor to accept or comply with any additional conditions that may be imposed by the Federal Government, the State of Florida, the Governor, or FCWD at any time.
5. **Arbitration Clause:** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be

settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This contract shall be interpreted under the laws of the State of Florida.

6. Venue: The place for any hearing, arbitration or otherwise, shall be Clay County, Florida.
7. This contract shall be interpreted under the laws of the State of Florida.
8. The submittal of false information may be considered fraud and could result in the immediate termination of the contract.

#### C. General Provisions

1. None of the funds or services under this Agreement provided by the HHS, DOL, the Governor or FCWD to the Contractor shall be used for any partisan political activity or to further the election or the defeat of any candidates for public office within the constraints of the Hatch Act (5 USC section 1501) or the Federal Election Campaign Act, as amended (2 USC section 431).
2. No participant, recipient or employee whose salary is funded in whole or in part by this agreement or who may be assigned to a Community Work Experience Program (CWEP) may engage in partisan or nonpartisan political activities during the hours for which the recipient or employee is paid with WIA, WTW, or WTP funds or is receiving a TANF or FS benefit.
3. No participant, recipient or employee whose salary is paid for in whole or in part with funds available under this agreement may be employed or out stationed in positions involving political activities in the offices of elected officials.
4. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters 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 document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by FCWD.
5. Contractor understands and agrees that when requested, Contractor shall complete and furnish to FCWD all forms, reports, documents, and records, within ten (10) days of said request. Failure to comply with this provision will result in FCWD's withholding the Contractor's reimbursement or unit payment until such time that the Contractor complies with FCWD's request.

## **ATTACHMENT II STATEMENT OF WORK**

The Clay County School Board (CCSB) serves over 35,000 students in Pre-K to Adult Education. The student population of CCSB is diverse ranging from well affluent areas to low income individuals, as defined in the WIA Section 101(25). Many of these students are also deficient in basic literacy skills; a school dropout; homeless, runaway, or foster child; pregnant or parenting; an offender; or is an individual (including a youth with a disability with an Individualized Education Plan - IEP) who requires additional assistance to complete an educational program. Programs funded under this proposal will provide the additional assistance to improve youth programs that are linked more closely to local labor market needs and community youth services. This program focuses on strong connections between academic and Career Academy learning strategies. With the funding, CCSB will be able to provide more complete youth programs which include activities that promote youth development and citizenship, helping students graduate from high school and then enter the workforce with a credential or move on to post-secondary education, increase basic skill levels; leadership development through voluntary community service opportunities; adult mentoring and follow up; and targeted opportunities for youth living in high poverty areas.

The main project areas we will be focusing on are:

- Summer Industry Certification Academy
- On-going Career Shadowing and Community Based Learning Projects
- Career Specialist to carry out success strategies for students

The number of youth to be served through this offering is 60. 20 of those 60 would have the opportunity to participate in a summer program as well.

### **Summer Industry Certification Academy**

20 students who are enrolled in a Career and Technical Education Program of study and part of the year long program will be given the opportunity to participate in a summer industry certification academy. This summer academy will provide hands on practical training that is directly tied to high growth/high skill occupations in our local labor market. Students that meet the requirements and participate will work with an instructor to earn an industry certification in their field of study. Students will be paid a stipend to attend, be given help with transportation when possible and lunch. Class will be for 6 weeks at 20 hours per week. Students will work on basic skill remediation with COMPASS learning and earn academic credit for grade promotion and graduation from high school.

Field trips to businesses will be provided along with exposure to new trends and equipment in the chosen industry. Students will have the opportunity to participate in community service projects through local businesses and



community agencies. In order to carry out the projects consumable supplies, industry certification fees and books will need to be purchased.

### **Career Shadowing, Community Based Learning and Post-Secondary Visits**

The career specialist would be hired to travel to schools in the county where we have the 60 students enrolled in the program. This person would be responsible for clerical duties associated with the grant, guidance and coordination of services to the students, administer TABE testing, track student progress, meet with students individually or as a small group once a week, mentor students and establish community mentors, help students apply for scholarships and community resource programs, research post secondary opportunities and help with application and help students obtain summer or permanent work.

The new career specialist would go to the schools and recruit through the Career Academy Lead Teacher, describe the program, provide career education training and then provide an application for enrollment. The specialist would then determine eligibility based on the information provided in TERMS and other documentation collected. The career specialist would oversee all of the above mentioned projects with the help of the other career specialist, CTE Specialist, CTE Supervisor and CTE Director. This person would develop a strong working relationship with WorkSource and local business contacts. This staff person would have an office in the CCSB facilities and would be a CCSB employee and follow the guidelines of other employees.

All programs will provide students incentives to succeed in the programs they participate in. All of the above mentioned projects will encompass the 10 core services. We will also use the Individual Service Strategy Plan to prescribe a program for individual student success.

CCSB will provide cost effective strategies that provide career development opportunities for youth, with the ultimate goal of reaching economic self-sufficiency. The youth that we serve will be ages 14 to 21 in our senior high schools. We will offer the opportunity for services at 9 different schools including 7 high schools and 3 alternative schools - Florida Youth Challenge, Bannerman Learning Center and Clay County Adult and Community Education. Students who apply and meet the criteria will receive career development training. Strong recruitment will be provided in the Career Academy classes and ESE programs with a Career Education based theme. A total of 60 in school youth will be served in a wide variety of programs based on need and interest.

We plan to reach out and serve the students through an additional Career Specialist at the high school level, through our career shadowing opportunities and Career Academy Expo and enrollment. The new career specialist would go to the schools and recruit through the Career Academy Lead Teacher, describe the program, provide career education training and then provide an application for enrollment. The specialist would then determine eligibility based on the information provided in TERMS and other documentation collected. We have in place a comprehensive

Individual Service Strategy that includes a way to track and monitor workplace skills, adult mentoring and leadership development activities.

(a) Short term changes - Students who participate in the program will be better prepared to enter the workforce after high school and be more successful in their current classes as well as better preparation for postsecondary success. Students will increase their basic skills, attendance, behavior, interviewing skills and work place readiness through career shadowing, internships (paid and unpaid), community service, leadership opportunities, community based project learning activities, remediation and credit recovery.

(1) Of those who are eligible 90% of the Youth participants will increase their basic skills level in reading comprehension and/or math computation, work readiness or occupational skills;

(2) Of those who are eligible 90% of the Youth participants will attain a secondary school diploma or recognized equivalent;

(3) Of those who are eligible 90% of the Youth participants will be placed and retained in postsecondary education, advanced training, military service, employment, or qualified apprenticeships.

(4) Of those who are eligible 90% of the students who are eligible to sit for an industry certification will earn the certification.

(b) Long term changes - We commit that our youth participants will have improved attendance & academic grades during the school year, eventually graduate from school, earn their Ready to Work credential, earn their industry certification, be better prepared to enter and complete post-secondary training and education and entry and retention into high skill/high wage occupations.

(c) We will measure the short term and the longer term results by using our current Total Educational Resource Management System (TERMS) and through the Florida Education and Training Placement Information Program (FETPIP) to identify students who are being served and their progress in school and the workforce.

(1) We intend to administer the TABE, Ready to Work assessment and continue to give the FCAT for reading & math skills. Industry certifications would also be a measure of success.

(2) We intend to administer the pre & post test for pre-employment/work maturity skills.

(3) We will measure longer term results such as subsequent school year attendance and academic grades by using our TERMS program which is already in place.

(4) We are willing to provide data on attendance, academic grades, discipline, FCAT scores, postsecondary education, employment data and other factors on a follow up basis to measure longer term changes.

## ATTACHMENT III AGREEMENT OF PAYMENT

### Payment Schedule

Approximately forty percent (40%) of the total contract amount, \$50,006.00, will become available to invoice against upon receipt of sufficient documentation that the program is operational. Included will be documentation indicating that personnel working directly with youth have successfully completed a background check. Background-checks of staff working directly with participants should be submitted to FCWD before reimbursement requests are made.

Beginning in September, the contractor will supply a monthly report (E-2) which will verify youth participation in program activities. For each month in which participation rate meets or exceeds 80% of the enrollment appropriate for that month, the contractor will receive a further credit of \$6,252.00 not to exceed a total of \$62,520.00. The aforementioned amounts will accumulate and be available through invoicing. Targeted enrollment data will be submitted identifying expected caseload. The contractor's monthly participation will be based on total enrollment/participants served.

Approximately ten percent (10%) of the contract amount will be earned through the successful completion of the performance standards contained herein. For each successful completion (90% or 54) the contractor will be paid \$231.00 to a total not to exceed \$12,474.00 for the contract period. Note: The contractor's performance will be based on total enrollment/participants served.

### Successful completions are:

- (A) Attainment of basic skills, work readiness or occupational skills as appropriate. (Younger Youth Attainment Rate)
- (B) Attainment of secondary school diplomas, which includes its recognized equivalents as appropriate. (Younger Youth Outcome Rate)
- (C) Placement and retention in post-secondary education, advanced training, military service, employment, or qualified apprenticeships as appropriate (Older Youth Outcome Rate)

### COMMON MEASURES

- (D) Placement in Employment (Including Military) or Post-Secondary School (Including Vocational or Technical) as appropriate.
- (E) Attainment of Diploma, Degree or Certificate (Including OCP) as appropriate.
- (F) Appropriate Literacy and Numeracy Gains.

For the provider to be eligible for contract renewal and considered successful, outcomes should meet the 90% performance measures.

### **Required Services, Data Input and Documentation**

1. Contractor will indicate daily, weekly or monthly services (class activities, training, counseling, tutoring, job referral, resume writing, work readiness skills, after school assistance, etc.) provided to youth through its monthly status report. The monthly status report should be submitted with each month's invoice. *Note: Services may be delivered individually or in a group setting.*
2. Contractor will enter in EFM all relevant information pertaining to participant, including but not limited to: applications, eligibility documentation, participant activities, goals, outcomes and/or follow-up information. Data input should occur within 10 days of the actual date of service; otherwise, the entry may be considered delayed. Case management and other related notes should be entered in EFM.
3. Contractor will supply in writing a request to transfer funds greater than 10 percent of any line item. All budget amendments must be reviewed by FCWD prior to implementation.

ATTACHMENT D  
Budget Form 4

In-School Youth  
60 Participants

BUDGET WORKSHEETS

WorkSource  
Youth Services  
Summary Budget Request  
Year 2012 - 2013

Responder Name: Clay County School Board

Charge To Category:	In-Kind or Other Sources	Total Charge to WorkSource	Total
1. Personnel - Salaries & Fringe Benefits	\$276,819.63	\$81,197.16	\$358,016.79
2. Travel/Transportation	\$16,550.00	\$3,450.00	\$20,000.00
3. Building Space/Utilities - Phone, Electric, other	\$58,400.00	\$0.00	\$58,400.00
4. Materials/Supplies/Postage	\$15,500.00	\$16,796.84	\$32,296.84
5. Advertising	\$1,200.00	\$800.00	\$2,000.00
6. Printing	\$1,300.00	\$700.00	\$2,000.00
7. Other Expenses	\$0.00	\$22,056.00	\$22,056.00
8. Total	\$369,769.63	\$125,000.00	\$494,769.63

Please note: When completing the following budget break out forms, indicate the program year.

**Budget Form 5**

**WorkSource**

**Youth Services**

Summary Budget Request - Personnel

Year 2012 - 2013

**In-School Youth**

**60 Participants**

**Responder Name: Clay County School Board**

Personnel - Salaries	Total Salary	% of Charge to WorkSource	Total Charge to WorkSource
1. CTE Industry Certification teacher(s) - 3 week summer employment; after school employability training	\$2,000.00	100%	\$2,000.00
2. Shadowing, Community Based Learning & Leadership Development - 4 Career Specialist, CTE Specialist, CTE Supervisor, CTE Director, Business Partners, ACE Mentors	\$87,750.00	0%	\$0.00
3. Salary for each of our 4 Career Specialist to oversee and carry out all the projects listed for CCSB	\$187,367.10	30%	\$56,210.13
4. CTE Staff to oversee summer internship and after school activities: (Christine July 2011 and June 2012)	\$6,000.00	100%	\$6,000.00
<b>Total Salaries Full-time</b>	<b>\$ 283,117.10</b>		<b>\$64,210.13</b>
<b>Total Benefits Full-time</b>	<b>\$ 74,899.69</b>	<b>26.455%</b>	<b>\$16,987.03</b>
<b>Total Salaries &amp; Benefits Full-time</b>	<b>\$ 358,016.79</b>		<b>\$81,197.16</b>

*Please provide an explanation of what costs are included in the benefit line and how it was calculated:*

Salaries are based on years experience and college degrees: (retirement 5.18%, SS 7.65%, WC 1.0%, insurance depends upon the plan that the individual employee chooses)

Personnel: Christine Wingate - \$54,288.00 Grant Manager and Clay High School  
 Toni Padgett - \$51,817.50 Fleming Island High and Oakleaf High School  
 Ginger Grubbs - \$27,239.10 Orange Park and Ridgeview High School

Budget Form 5

WorkSource

Youth Services

Summary Budget Request - Travel/Transportation

Year 2012-2013

In-School Youth  
60 Participants

Responder Name: Clay County School Board

Travel Transportation	Total Cost	% of Charge to WorkSource	Total Charge to WorkSource
1. Students (gas cards) to help cover the cost for summer and student travel	\$10,000.00	22.5%	\$2,250.00
2. Reimburse career specialist and teachers mileage when out visiting businesses and supervising students (.445 per mile)	\$10,000.00	12%	\$1,200.00
3			\$0.00
4			\$0.00
5			\$0.00
6			\$0.00
7			\$0.00
8			\$0.00
9			\$0.00
<b>Total Transportation</b>	<b>\$20,000.00</b>		<b>\$3,450.00</b>

Please provide an explanation of what costs are included in the Total line and how it was calculated:

Gas cards for students who participate in summer internship program.

(\$25.00 a week for 3 weeks for 30students = \$2,250.00)

As needed, career specialist will be reimbursed the cost off travel at the rate os .445 per mile.

**Budget Form 5**

**WorkSource**

**Youth Services**

**Summary Budget Request - Building Space**

**Year 2012-2013**

**In-School Youth  
60 Participants**

**Responder Name: Clay County School Board**

<b>Building Space/Utilities- Phone, Electric, other</b>	<b>Total Cost</b>	<b>% of Charge to WorkSource</b>	<b>Total Charge to WorkSource</b>
1. (1) Business Classroom at MHS	\$20,400.00	0%	\$0.00
2. Classroom space for career training before students go out for shadowing,	\$20,000.00	0%	\$0.00
3. Office space for additional career specialist (\$100 day X 180 days)	\$18,000.00	0%	\$0.00
4			\$0.00
5			\$0.00
6			\$0.00
7			\$0.00
8			\$0.00
9			\$0.00
<b>Total Cost of Space</b>	<b>\$58,400.00</b>		<b>\$0.00</b>

*Please provide an explanation of what costs are included in the Total line and how it was calculated:*



**Budget Form 5**  
**WorkSource**  
**Youth Services**

**In-School Youth**  
**60 Participants**

Summary Budget Request - Materials/Supplies/Postage  
 Year 2012-2013

Responder Name: Clay County School Board

Materials/Supplies/Postage	Total Cost	% of Charge to WorkSource	Total Charge to WorkSource
1. New Equipment, Books for certification & supplies Current Expenditures, Books & resources for student enhancement, Tools for improved student performance in the CTE classroom.	\$19,000.00	50%	\$9,500.00
2. Materials needed for presentations for program Consumable materials for community based learning & service	\$3,000.00	50%	\$1,500.00
3. Industry Certification Exam fees, postage and supplies; supplies for students to be placed in business - scrubs, shots, SAT/ACT/CPT placement tests, college app fees, etc.	\$9,000.00	50%	\$4,500.00
4. Postage (4 rolls at .45 cents each)	\$180.00	100%	\$180.00
5. Consumable office supplies	\$1,116.84	100%	\$1,116.84
6			\$0.00
7			\$0.00
<b>Total Cost of Material/Supplies/Postage</b>	<b>\$32,296.84</b>		<b>\$16,796.84</b>

*Please provide an explanation of what costs are included in the Total line and how it was calculated:*

Equipment will include small hand tools or small consumable pieces of equipment. For example - hammer, drill, mixing bowls, blood pressure cuffs, printers, etc.

**Budget Form 5**  
**WorkSource**  
**Youth Services**  
**Summary Budget Request - Advertising**  
**Year 2012-2013**

**In-School Youth**  
**60 Participants**

**Responder Name: Clay County School Board**

Advertising	Total Cost	% of Charge to WorkSource	Total Charge to WorkSource
1. Printing of registration forms, letters, mailers, thank you notes, evaluations forms, documentations and correspondence with business partners.	\$2,000.00	40%	\$800.00
2			0.00
3			0.00
4			0.00
5			0.00
6			0.00
7			0.00
8			0.00
9			0.00
<b>Total Cost of Advertising</b>	2,000.00		800.00

*Please provide an explanation of what costs are included in the Total line and how it was calculated:*

Promotional materials such as jump drives, pens and pencils with "Design for Success - WorkSource" will be on the items.

Items will be used for advertising promoting the program for future students.

**Budget Form 5**  
**WorkSource**  
**Youth Services**  
**Summary Budget Request - Printing**  
**Year 2012-2013**

**In-School Youth**  
**60 Participants**

**Responder Name: Clay County School Board**

<b>Printing</b>	<b>Total Cost</b>	<b>% of Charge to WorkSource</b>	<b>Total Charge to WorkSource</b>
1. Printing of registration forms, letters, mailers, thank you notes, evaluations forms, documentations and correspondence with business partners.	\$1,000.00	50%	\$500.00
2. Copier Use - copies of application packets etc	\$1,000.00	20%	\$200.00
3			\$0.00
4			\$0.00
5			\$0.00
6			\$0.00
7			\$0.00
<b>Total Cost of Printing</b>	\$2,000.00		\$700.00

*Please provide an explanation of what costs are included in the Total line and how it was calculated:*

**Budget Form 5**  
**WorkSource**  
**Youth Services**

**In-School Youth**  
**60 Participants**

Summary Budget Request - Other Expenses  
 Year 2012-2013

Responder Name: Clay County School Board

Other Expenses	Total Charge	Approx. % of Allocation	Total Charge to WorkSource
1. Lunch for students while in Summer Academy 30 students for 3 week summer academy @ \$25.00 a week	\$2,250.00	100%	\$2,250.00
2. Incentives for students in program (max \$100.00 per student).	\$6,000.00	100%	\$6,000.00
3. Pay for summer internships during summer: 30 students @ \$7.67 an hour for 60 hours = \$460.20 each	\$13,806.00	100%	\$13,806.00
4			0.00
5			\$0.00
6			\$0.00
7			\$0.00
<b>Total Other Expenses</b>	<b>\$22,056.00</b>		<b>\$22,056.00</b>

*Please provide an explanation of what costs are included in the Total line and how it was calculated:*

Incentives for Students will include a stipend for good grades, perfect attendance, passing the industry certification, passing parts of the FCAT, snacks for after school training and activities. Supplies and uniform will be provided for those who pass the industry certification and graduate high school so they will have the basic materials needed to start in the workforce (such as, nursing scrubs, basic tool supplies and belt, IT tool kit, etc). Summer participants will receive an incentive for participating for a maximum of \$438.60.

**INCENTIVES:**

Minimum increments of \$10.00, maximum increments of \$25.00. Incentives are things such as, increased test scores, setting new goals, meeting a goal, improved attendance, improved grades, etc.