



**APPLICATION**

**to**

**PROVIDE SUBSIDIZED EMPLOYMENT POSITIONS**

**for**

**EARN & LEARN SUMMER YOUTH EMPLOYMENT**

Issued in collaboration with:

**Tom Barrett, Mayor of the City of Milwaukee**  
**and**  
**Employ Milwaukee**  
**Issued Friday, March 9, 2018**

***Questions may be directed to:***

Robert Cherry, Director, Office of Career Exploration  
E-mail: [earn.learn@employmilwaukee.org](mailto:earn.learn@employmilwaukee.org)

**COMPLETED APPLICATIONS MUST BE RECEIVED at EMPLOY MILWAUKEE OFFICE**  
**2342 N. 27<sup>th</sup> Street, Milwaukee, WI 53210**  
**no later than 4:00 p.m. on April 6<sup>th</sup>, 2018**

**APPLICATIONS RECEIVED AFTER THE DEADLINE MAY NOT BE CONSIDERED**

## TIMELINE

<b>Friday, March 9, 2018</b>	<i>Earn &amp; Learn</i> Worksite Application issued
<b>Tuesday, March 27, 2018</b> <b>Time: 10am – noon</b>	Worksite Applicant Info Session at Employ Milwaukee, Room 118, 2342 N. 27 <sup>th</sup> Street, Milwaukee, WI 53210
<b>Wednesday, March 28, 2018</b> <b>Time: 10am – noon</b>	Worksite Applicant Info Session at Employ Milwaukee, Room 118, 2342 N. 27 <sup>th</sup> Street, Milwaukee, WI 53210
<b>Friday, April 6, 2018</b> <b>Time: by 4:00 p.m.</b>	Completed applications must be received no later than <b>4:00 p.m.</b> at 2342 N. 27 <sup>th</sup> Street, Milwaukee, WI 53210
<b>TBD</b>	Approval by Employ Milwaukee Executive Committee
<b>TBD</b>	Applicants notified of decision/number of slots
<b>Wednesday, May 2, 2018</b> <b>Time: 10am – 1pm</b>  or <b>Thursday, May 3, 2018</b> <b>Time: 10am – 1pm</b>	Agency supervisor technical assistance training, at Employ Milwaukee, Room 118 ( <i>mandatory</i> )
<b>Monday, June 25, 2018</b>	Summer work begins -- no orientations prior to this start date.
<b>Friday, August 10, 2018</b>	Summer cycle ends
<b>Saturday, August 18, 2018</b>	Participants pick up certificates and last check

## **PROGRAM INFORMATION**

### **Introduction**

Mayor Tom Barrett's Office and Employ Milwaukee are collaborating to provide summer employment activities for young people residing in the greater Milwaukee area. The Division of Vocational Rehabilitation (DVR) is a partner providing work experience to young people whose disability limitations present challenges in finding and keeping employment.

**This application is for subsidized work experiences, targeting youth and young adults ages 14 - 24 with no to minimum work experience. The positions are for 7 weeks from June 25, 2018 through August 10, 2018, with a mandatory job readiness training prior to starting work.**

Earn & Learn's intent is to select a diverse assortment of public sector, non-profit, and faith-based organizations and businesses to provide meaningful career and employment opportunities for Milwaukee youth. The Mayor's office and Employ Milwaukee will subsidize (pay) youth wages. It is the responsibility of the organizations participating in the program to provide appropriate worksites, structured supervision, and work-readiness skills to youth. Worksites receive no funding or compensation for their participation.

Applicants are should be prepared to encourage Earn & Learn youth with basic work readiness skills and, as applicable, High Growth/High Demand skills sets that include, but are not limited to the following:

#### **Basic skill sets:**

- Communication skills
- Punctuality
- Job retentions skills
- Conflict resolution
- Interviewing skills
- Professional conduct
- Money management
- Good work habits

#### **High Growth/High Demand skill sets:**

- Equipment maintenance
- Coordination
- Trouble-shooting
- Management
- Patient care
- Learning and implementing procedures
- Sales
- Planning and organizations
- Production
- Basic computer skills
- Safety
- Customer service
- Time management
- Learning products and services
- Communications
- Inventory management
- Quality control

### **Considerations in Work Site Selection**

In addition to the criteria listed in this application, reviewers from the Mayor's office and Employ Milwaukee will take into consideration the historical performance of applicants with past experience as subsidized-employment worksites. A minimum standard of fiscal soundness and proof of adequate insurance will be required for all applicants. The equitable distribution of work-experience opportunities across the geographic

area served, as well as the total funding available, will dictate how slots are assigned. Due to funding constraints, it is common for work sites to be awarded fewer than the total number of slots awarded. **As you determine the number of slots to request, please give extensive consideration to your ability to effectively supervise that number of youth and coordinate with them regarding time sheets, attendance, etc.** Worksites are expected to provide well-supervised activities that prepare young people for the world of work, as well as adequate workspace, equipment and supplies to perform their duties.

If you have never been a work site before, it is mandatory for your eligibility to apply that you attend one of the Worksite Applicant Information Sessions held at Employ Milwaukee. Each session is identical. They are being held on March 27 and March 28 at 10am in room 118.

### **Program Policies & Guidelines**

- WIOA legislation requires that the Workforce Development Board work with youth aged 14-24 years old. Due to funding limitations, youth aged 16-24 years old will receive priority for placement.
- Work experience projects must not be sectarian, religious, political, union or anti-union in nature.
- Participant involvement in such activities as auditions for choirs, theatrical, musical groups or recreational activities are not permitted.
- Paying youth holiday pay or overtime is not permitted; youth cannot work beyond the 20 hours allocated per week.
- Youth may be required to attend Employ Milwaukee sponsored Career Development Workshops on designated days during the summer. As a work site, you are expected to refrain from assigning work during these times.
- **PARTICIPANT WAGES & HOURS: Skill Level 1 – Youth Workers age 14-18 (\$7.50/hr.):** Youth may work a maximum of 20 hours per week; **Skill Level 2 – Crew Leaders age 18-24 (\$7.75/hr.):** Youth with entry-level work experience who are engaged in intermediate-skill activities may work a maximum of 20 hours per week.
- Each worksite must have a designated adult supervisor involved throughout the duration of the project and a designated alternate. Adult supervisor positions will not be funded by Employ Milwaukee. Adult supervisor(s) and designated alternates must participate in supervisor training. Youth crew leaders are not substitutes for adult supervisors.
- Agency supervisors must keep records of attendance and report immediately to Employ Milwaukee any injury to a participant while on the worksite. Worksites must maintain accurate records related to participant job performance, including information on achievements, deficiencies, and skills attained, and disciplinary action.
- **PROJECT DURATION:** Work-based learning experience activities may begin on or after June 25, 2018 through August 10, 2018.

### **Worksite Requirements**

Worksites must agree to comply with all provisions of the program manual and attached Worksite Agreement form, including requirements to:

1. Provide trained adult supervision to the youth.

2. Provide adequate workspace and equipment.
3. Select participants referred by Employ Milwaukee.
4. Provide youth with a letter of employment (found in the first page of the Participant Handbook).
5. Ensure that all adult supervisors and alternates participate in supervisor training prior to the project start date and follow guidelines in the program manual.
6. On the first day of employment, provide an orientation in which a job description and handbook are issued and reviewed, to include information regarding the daily duties, responsibilities, and rights of participants.
7. Enforce time and attendance policies. Maintain accurate time records reflecting only time worked. Ensure matters of payroll are conducted according to contractual obligations.
8. Provide a well-structured payroll process that includes collection of participant timesheets, review for accuracy and delivery to Employ Milwaukee.
9. Provide bi-weekly feedback regarding participant progress on the bottom of the timesheet.
10. Allow youth time to attend the scheduled Career Development workshops provided by the Employ Milwaukee. (Chaperones may be requested for worksites with 5 or more youth.)
11. Adhere to federal, state and local regulations governing child labor.

## **APPLICATION SUBMISSION GUIDELINES**

The selection of work sites will be based on the information submitted in the application. Failure to respond to each of the requirements in the application may be the basis for not approving a work site application. Late applications will not receive consideration. Employ Milwaukee is not liable for any costs incurred by those replying to this application.

Employ Milwaukee welcomes the applications of Faith-Based Organizations, with the understanding that ***no federal funds can be spent on religious or sectarian activities.***

Sealed proposals must be mailed or delivered to:

Robert Cherry, Director, Office of Career Exploration  
Employ Milwaukee  
2342 N. 27<sup>th</sup> Street  
Milwaukee, Wisconsin 53210

A completed application consists of an original and three (3) copies of the cover sheet, proposal narrative, job descriptions, and list of worksite locations, and *an original only* of the remaining requested Attachments (see page 9). **Completed proposals must be received at the Employ Milwaukee office by 4:00 p.m. on Friday, April 6, 2018. Proposals received after that time may not be considered.**

### **Application Evaluation**

All complete applications will be reviewed by an Evaluation Team, which may include representatives from the Employ Milwaukee Youth Committee, Employ Milwaukee staff/board and other local public and private entities. Employ Milwaukee will also consider historical performance for any applicants with past experience as worksites. Employ Milwaukee's Fiscal Department will review fiscal documents to assess each applicant's financial strength. The criteria listed in this application will be used to score all applications. The Evaluation Team's recommendations will be referred to the Employ Milwaukee Board of Directors for final approval.

**Award & Final Offer**

Employ Milwaukee staff shall make the final contractor selection. Employ Milwaukee reserves the right to not consider any or all applications and to negotiate the terms of a contract with a selected applicant prior to entering into a contract. After final approval by the Employ Milwaukee Board, Employ Milwaukee will notify applicant(s) of their selection with an award notification letter.

**Application Organization and Format**

Applications should be typed with 11- or 12-point font, double-spaced or single-spaced, one-sided, and clamped securely (**but not bound**). Applications should be organized with the following section headings and numbered in the same sequence. Sections/criteria that must be submitted or responded to are:

<b><u>Criteria</u></b>	<b><u>Maximum Points</u></b>
SECTION I. Organization Description	<b>15</b>
SECTION II. Experience & Supervision	<b>35</b>
SECTION III. Summer Youth Work Description	<b>30</b>
SECTION IV. Organizational Capacity & Experience Assessment	<b>20</b>
SECTION IV DVR Bonus Points	<u><b>5</b></u>
<b>Total Points</b>	<b>100</b>
<b>(with 5pt Bonus)</b>	<b>105</b>

**EARN & LEARN SUMMER YOUTH EMPLOYMENT WORKSITE APPLICATION**

*Answer all sections completely and succinctly. Please organize your narrative application by including the exact headings and questions/information requests and numbers listed here, and adding your responses under or beside each question.*

**I. Organization Description**

Industry/Sector (Check one only):

- |                                             |                                                 |                                             |
|---------------------------------------------|-------------------------------------------------|---------------------------------------------|
| <input type="checkbox"/> Arts & Recreation  | <input type="checkbox"/> Education              | <input type="checkbox"/> Athletics          |
| <input type="checkbox"/> Social Services    | <input type="checkbox"/> Government Agency      | <input type="checkbox"/> Parks & Recreation |
| <input type="checkbox"/> Healthcare/Medical | <input type="checkbox"/> General Youth Services | <input type="checkbox"/> Other: _____       |

1. Please provide a brief description detailing the nature of your organization. Include programs/projects, accomplishments, mission, and numbers and types of clients served if applicable (age, etc.).

**II. Experience & Supervision**

1. If your organization has been a worksite in the past, describe the numbers of youth referred to you for work and the completion rate for those assigned to your site. Describe your experience as a past Earn & Learn site, including any challenges you may have overcome. What do you think the youth learned from the experience of working at your site that will be valuable in their future employment? If your organization has not been a worksite in the past, please describe any previous experience that would prepare you to become a worksite for youth workers, including any relevant challenges you may have overcome. What aspects make you an excellent work site?

2. Describe how you plan to provide adequate supervision to the youth workers place at your worksite. What is your ratio of youth workers to staff supervisors?
3. Provide a brief (1-2 line) description of key supervisory staff, including their experience and education. Do not attach resumes. Describe your plan for hiring any new staff needed for this project, including timelines. Also, include how many youth workers each supervisory staff person will monitor and supervise.
4. Describe your process for problem solving issues with youth, including disciplinary procedures and strategies for working with youth whose attendance or performance drops off.
5. For informational purposes only, please indicate the maximum number of youth your agency will be able to place at your worksite this summer. (This number may be different than what you request.)

### **III. Summer Youth Work Description**

1. What is the total number of participants requested? *(For informational purposes only.)*
2. Are you requesting any work slots for Division of Vocational Responsibility (DVR)<sup>1</sup> youth? If so, how many?
3. Describe the specific program or area in your organization where the youth workers would be assigned, including work environment. What tasks and job responsibilities will the workers have?
4. Is this an outdoor worksite? *Please note: Starting this year, all outdoor worksites will be required to have inclement weather plans to prevent poor weather from reducing youth employment hours. **If you have an outdoor worksite**, please detail your Inclement Weather Plan, including how youth workers are notified of changes, in about 2-4 sentences.*
5. Each summer work experience should include work-based learning/skill-building and career exploration. Examples might include: a discussion group on advantages of post-secondary education or working in the trades, guest speakers discussing careers, job skill training, industry or local college visits/tours, job shadows (even within the work site itself), and information about opportunities available in high schools and the local community. This need not be extensive programming detracting from the work – simple elements are acceptable, such as focusing on this for a portion of one or two days of otherwise normal work.
  - a. Please describe how your organization will offer work-based learning/skill-building and career exploration focus activities. In addition, considering the entire summer work experience, please describe what kinds of skills or experiences workers will build which will be valuable in careers.

### **IV. Organizational Capacity & Experience Assessment**

**Introduction:** *Organizations interested in applying to be work sites for Earn & Learn employees must complete the Organizational Capacity & Experience Assessment. If your agency has low organizational capacity or experience, that does not mean you will not be awarded youth workers. Rather, it informs us that your site could benefit from more support from our Employ Milwaukee staff in order to be as successful as possible in hosting Earn & Learn Community Work Experience workers.*

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<sup>1</sup> The Division of Vocational Rehabilitation (DVR) provides work experience to young people with disability limitations.

## EXPERIENCE

1. Have you ever been an Earn & Learn work site before? \_\_\_\_\_
2. If yes, for how many years have you been an Earn & Learn work site? \_\_\_\_\_
3. If yes, do you think your organization needs more support from Employ Milwaukee, less support from Employ Milwaukee, or that the level of support received is appropriate? (Circle or underline one)
4. Are there any other ways your organization interacts with workforce development (examples: hosts interns/apprentices, holds job fairs, does job training). Please describe:  
\_\_\_\_\_  
\_\_\_\_\_

## CAPACITY

1. Does your organization have staff with the knowledge and skills needed to supervise youth workers, handle timesheet submissions, and respond to a variety of worker needs and questions? (Yes/Somewhat/No)  
\_\_\_\_\_
2. Do you think your existing staff are strained in terms of being able to accomplish the amount of work they are responsible for?
  - a. Yes, we're at or beyond max capacity
  - b. Somewhat – it varies
  - c. No, we've got the amount of flexibility we need to take on new projects
3. Does your organization use any program evaluation, program monitoring or data collection for quality improvement? (Y/N) \_\_\_\_\_
4. Do you have an Employee Handbook or Policy Manual for regular (non-Earn-&-Learn) employees? (Y/N)  
\_\_\_\_\_
5. Do your programs operate with set goals and performance targets? (Y/N) \_\_\_\_\_
6. Is there a staff person designated to have part-time or full-time Human Resources (HR) duties? (Y/N)  
\_\_\_\_\_
7. Do you have a written mission or vision statement for your organization? (Y/N) \_\_\_\_\_
8. Does your organization follow a written strategic plan? (Y/N) \_\_\_\_\_
9. Does your organization have a website? (Y/N) \_\_\_\_\_
10. Does your organization have a board of directors? (Y/N) \_\_\_\_\_
11. Are there term limits and a system for electing or approving board members? (Y/N) \_\_\_\_\_
12. Does the board document its decisions with written minutes? (Y/N) \_\_\_\_\_
13. Please add a paragraph describing your understanding of your capacity to effectively carry out the duties and responsibilities of being a work site for Earn & Learn workers. Duties include compliance with Employ Milwaukee guidelines, supervision, ongoing communication with workers and Employ Milwaukee, training and supporting workers, timesheet collection and drop-off, responding to unpredictable worker needs, and handling any disciplinary needs. *Some examples of types of evidence pointing to capacity might be to describe youth-worker-to-supervisor ratios, management strategies supporting Earn & Learn coordination, trouble-shooting strategies, the organization's sustained growth over time, or evidence of overall effective leadership related to the board of directors, strategic planning or program evaluation/quality improvement mechanisms.*



## ATTACHMENTS:

PLEASE ADD THESE **REQUIRED** DOCUMENTS, IN THIS ORDER, TO COMPLETE YOUR APPLICATION.

*(Note: Transmittal letters on letterhead are no longer required.)*

***Please be sure to read the Description column*** in the table below so each element is understood.

A completed application consists of an original and three (3) copies of the cover sheet, proposal narrative, job descriptions, and list of proposed worksites, and an original only of the remaining requested Attachments, listed as items 4 through 11 below.

***Regarding attachments 8 through 11:*** As a recipient of federal funds, Employ Milwaukee is required to submit the following Federal Assurances. Entities that contract with Employ Milwaukee are also required to abide by these regulations and guidelines.

	REQUIRED APPLICATION ATTACHMENT	DESCRIPTION	PAGE # WHERE THIS APPEARS IN THIS PACKET
1	<b>Worksite Application Cover Sheet</b>	Add this as the very first page to your application.	11
<i>(In terms of document order, your application narrative will be here, just after your Cover Sheet)</i>			
2	<b>Participant Job Description</b>	Complete one form for each job title. Add this following your “narrative” (i.e., after the Organizational Capacity & Experience Assessment part of the application).	12
3	<b>List of Proposed Worksites</b>	Many worksites have one location, but if there are more, add them here.	13
4	<b>Worksite Agreement Form</b>	Review carefully for full details on rules governing worksites. By signing, your agency is certifying that you have read and understood, and will comply with, the program’s rules and requirements. Should be signed by the person authorized to bind contracts for your agency. If selected, you will receive a copy with our CEO’s signature added.	14
5	<b>Proof of Financial Stability</b>	Attach your organization’s most current <b>balance sheet and profit-and-loss statement <u>or</u> a copy of the most recent audit for agencies that are regularly audited.</b>	n/a
6	<b>Proof of Tax-Exempt Status</b>	Please enclose a copy of your organization’s 501(c)3 status, if applicable.	n/a
7	<b>Proof of Current Liability Insurance</b>	Attach a copy of the <b>Declaration Page</b> from your current liability insurance policy. <i>Employ Milwaukee reserves the right to reject any application failing to provide this information.</i>	n/a
8	<b>Guidelines &amp; Regulations Concerning the Use of Federal Funds for Religious and Sectarian Activities</b>	Read, sign, attach	19
9	<b>Equal Employment Opportunity Certificate</b>	Read, sign, attach	21

10	<b>Certificate Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion</b>	Read, sign, attach	22
11	<b>Conflict of Interest Statement</b>	Please indicate any potential conflicts of interest on the form. Note that this information will not automatically eliminate your organization from consideration, but regulations require that you make these disclosures. Fill out, sign, attach.	23

**ATTACHMENT A**

**SUMMER YOUTH EMPLOYMENT PROGRAM COVER SHEET**

**Agency Information**

1. Agency Name:
2. Address:
3. City/State/Zip:
4. Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_
5. Contact Person: \_\_\_\_\_  
(For all correspondence)
6. Program Type:   Government      School District      Not-For-Profit      Private  
(Circle one)
7. Agency Annual Budget: \$ \_\_\_\_\_
8. Number of full-time Employees: \_\_\_\_\_      Years in Existence: \_\_\_\_\_

Job Titles (From Job Description)	# Youth	Skill Level (1 or 2)	Wage	Total # of Weeks Summer	Summer Hrs Per Week

**Certification:** In making this request, the requesting worksite certifies that: 1) All pertinent regulations, policies and procedures will be adhered to; 2) All information submitted is complete and correct; 3) The signer of this request is authorized by the requesting worksite to submit and certify the request; and 4) The requesting worksite is a legal entity under the laws of the State of Wisconsin.

\_\_\_\_\_  
**Name & Title**

\_\_\_\_\_  
**Authorized Signature** \_\_\_\_\_  
**Date**

**ATTACHMENT B**

**PARTICIPANT JOB DESCRIPTION**

**Complete one form for each proposed job title. Description must be complete and thorough.**

- |                         |                                   |
|-------------------------|-----------------------------------|
| 1. Job Title: _____     | 2. Requesting Agency: _____       |
| 3. Worksite: _____      | 4. Work Address: _____            |
| 5. Supervisor: _____    | 6. Hours Per Week (summer): _____ |
| 7. Work Days: _____     | 8. Start/End Date: _____          |
| 9. Start/End Time _____ | 10. Skill Level: _____            |

If positions are located at multiple worksites, list all department names, addresses, and room numbers on a separate sheet and state the number of positions requested at each location.

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**Job Duties:** Describe the specific work tasks (use an additional sheet if necessary).

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**Job Qualifications:**

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**Tools and Equipment Used:**

Is this specific to a DVR position? Yes \_\_\_\_; No \_\_\_\_

ATTACHMENT C

LIST OF PROPOSED WORKSITES

	<b>Worksite</b>	<b>Address</b>	<b>#Youth</b>	<b>Supervisor</b>	<b>Phone#</b>
1.					
2.					
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18.					
19.					
20.					

## ATTACHMENT D

### 2018 Mayor Barret & Employ Milwaukee *Earn & Learn* Community Work Experience WORKSITE AGREEMENT

#### GENERAL TERMS

This agreement is made between the Mayor's Office, Employ Milwaukee and the Worksite Agency/Organization to provide work experience and training services to youth selected for the *Earn & Learn* program. Under this agreement, youth are to spend one hundred percent (100%) of their time in structured, meaningful work consistent with each participant's capabilities.

It is agreed that such work experience be conducted in a safe and sanitary working environment; that there is adequate full-time supervision of each participant by qualified adult supervisors and accountability for participants' time and attendance; and that all parties adhere to the rules and regulations governing youth programs sponsored by the Mayor's Office and Employ Milwaukee. Additionally, the worksite agrees to the following:

- Provide an orientation to all participants on the first day of their work regarding participant duties, rights, and benefits; Equal Employment Opportunity/Affirmative Action Policy; Grievance Procedure; and worksite work rules under the Mayor's Office/Employ Milwaukee's *Earn & Learn* Community work experience Jobs Initiative.
- Inform Employ Milwaukee of any substantial changes in job duties or work schedules prior to the change.
- Allow Employ Milwaukee staff access to participants during work hours for program monitoring evaluations.
- Report, immediately, any participant injury occurring on the job to the Employ Milwaukee.
- Assure that the participant hired is not:
  - replacing persons that would otherwise be employed by the worksite agency
  - jeopardizing promotional opportunities of current employees
  - performing any tasks that would be the responsibility of a person on layoff
- The participant is receiving the same benefits of similarly employed individuals.
- Complies with all current federal, state and local laws, ordinances and regulations which in any manner affect the work or its conduct including, but not limited to:
  - a) Child labor laws
  - b) The Civil Rights Act of 1964 regarding discrimination based on race, color, sex, age, handicap, political affiliation or national origin
  - c) Various laws prohibiting participant involvement in political activities.
- Inform Employ Milwaukee of any collective bargaining action (strike, lockout, walkouts, work stoppage, etc.) at the worksite.
- Inform Employ Milwaukee of any change in status of incorporation that would affect eligibility as a worksite.
- Provide the necessary equipment, tools, supplies, clothing, or other required supplies as needed to perform assigned job duties.
- Assure compliance with all health and safety laws.
- Assure that the participant will not receive training that will, in any way, promote or oppose unionization.
- Assure that the participant will not be trained in tasks directly or indirectly supports either religious or anti-religious activities.

## **TERM OF AGREEMENT**

This agreement will take effect **NO SOONER THAN JUNE 1, 2018**, and terminate **NO LATER THAN APRIL 1, 2019**.

## **ALLOWABLE WORK ACTIVITIES**

The work activities described in the worksite application narrative and job description(s) will be performed by \_\_\_\_\_ (number) of participants. Under no condition will the worksite trade or out-station allocated positions. No adjustment, reduction or increase in a worksite's Employ Milwaukee youth workforce as allocated by Employ Milwaukee can be made without prior written approval of authorized Employ Milwaukee staff.

## **WORKSITE SUPERVISION**

The supervisory ratio will be at least one (1) adult supervisor to every five to ten (5-10) participants.

The on-site adult supervisor is to be paid by the agency. Justification for any exceptions to these supervisory ratios must be provided in the worksite application narrative. All worksites must provide constant and firm supervision for all hours when participants are scheduled to work with significant focus placed on the work-readiness skills outlined in this proposal.

Worksite supervisor(s) and worksite administrative representatives are responsible for attendance at Employ Milwaukee Youth Supervisor Orientations on May 2nd or May 3rd, 2018 at 10am. Worksite supervisors must have all written materials necessary to perform his/her duties, including a copy of the Worksite Agreement.

All worksites will ensure that supervisors uniformly enforce work rules including, but not limited to, break and lunch times, unpaid sick leave, prohibition of payment for either overtime or hours not worked and applicable safety rules.

## **TIME, ATTENDANCE AND COMPENSATION**

Accurate time and attendance records will be kept for each participant and will reflect the time actually worked by the participants. Unless an agency has received prior approval from the Employ Milwaukee assigned staff, the current policy established by Employ Milwaukee with regard to absence and tardiness will be enforced.

Employ Milwaukee youth participants are required to use provided sign-in and sign-out sheets designed by Employ Milwaukee to record their time when they report to and leave worksite. Worksite supervisors must ensure that the times recorded by the participants reflect accurately the actual numbers of hours worked.

Sign-in sheets must be signed at the end of the pay period by both the participant and the worksite supervisor, whose signature is required to verify its accuracy. All time cards must be submitted to Employ Milwaukee Board for payroll processing by the following Monday at 10:00 a.m., in accordance with the payroll schedule.

There is a maximum limit of allowable hours of 20 hours per week that applies to all youth workers.

All worksites will ensure that every participant is allowed a fifteen (15) minute paid break during any four hour work period and one thirty (30) minute unpaid lunch break for five or more hours worked within one work day. Participants are required to return to work immediately after either a designated break or lunch break. Participants will be paid by check by one of the following methods:

- Distribution by assigned Employ Milwaukee or agency staff at the worksite.

The worksite will ensure that participants will not be paid for any of the following circumstances:

- Hours not worked.
- Time for participation in arts, crafts or recreational activities.
- Attendance at educational or training activities not directly related to the job description or tasks.
- Hours worked in excess of the maximum hours per week and hours per day limits.
- Hours not worked on federal holidays, including Memorial Day, Fourth of July and Labor Day.

## **MONITORING**

Participating worksites are subject to monitoring by the State of Wisconsin and Employ Milwaukee. The worksite supervisor will maintain current and accurate time, attendance, work performance, and work activities for the participant, with significant focus placed on the work-readiness skills outlined in this proposal. The supervisor must cooperate fully to provide public information as may be requested concerning the worksite such as, but not limited to, the names and qualifications of the officers, directors, any managing personnel or any affiliates who have operational responsibility for the *Earn & Learn* Community Work Experience Jobs Initiative.

Participating worksites must provide Employ Milwaukee staff with a copy of the participant letter of hire, a signed receipt of orientation and a signed training plan on or about the first day of their work experience. Additionally, all worksite supervisors must agree to evaluate each participant's progress in the work-readiness skills outlined in this proposal, at the mid-point and conclusion of the participant's work experience, using the evaluation form provided by Employ Milwaukee staff.

## **HIRING PRACTICES**

To be considered for employment, all youth workers must complete a program application form. WIOA funds will be used to fund \_\_\_\_\_ of these positions, and these youth must be registered in a Employ Milwaukee Youth programs in order to be eligible for these slots. The remaining positions require residency in the city of Milwaukee. **NO** worksite may employ any youth participant without prior authorization from Employ Milwaukee assigned staff.

Youth participants cannot be placed at a worksite if a member of the participants' immediate family is a staff or board member of the Worksite Agency that hires, promotes, establishes salary, or directly supervises the participant. For this Worksite Agreement, the term "immediate family" is defined as: wife, husband, son, daughter, and mother, father, brother, sister, brother-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent or foster child.

## **WORK PERMITS**

All youth participants have valid work permits issued by Employ Milwaukee staff when hired, in accordance with current Wisconsin Statutes.

## **REPORTS**

In the week of occurrence, the worksite must report the number, location and job titles for any vacant youth openings to the Employ Milwaukee by the end of the week in which the vacancy occurs.



## **LIABILITY INSURANCE**

The worksite shall procure and, thereafter, maintain comprehensive general liability (bodily injury coverage) insurance.

Worksites utilizing automobiles, etc., to transport participants in the *Earn & Learn* Community Work Experience Initiative shall procure and maintain, thereafter, comprehensive automobile liability (bodily injury and property damage coverage) and other such insurance as may be required by law for the worksite.

The following minimum amounts of insurance shall be procured and maintained in force during the lifetime of the Worksite Agreement:

The sub-grantee agrees that it will keep in force insurance policies as outlined below. The sub grantee shall furnish the Employ Milwaukee with applicable Certificate(s) of Insurance.

- 1) Comprehensive General Liability Insurance including Premises and Operations. The Limits of Liability should be no less than \$500,000 each occurrence, and \$500,000 aggregated for bodily injury, \$250,000 each occurrence, and \$250,000 aggregate for property damage, or \$500,000 each occurrence combined single limit.
- 2) Automobile Liability Insurance covering all owned, hired and non-owned private passenger autos and commercial vehicles with split limits of \$250,000 each person/\$500,000 each occurrence/\$100,000 property damage each occurrence or a Combined Single Limit of \$500,000.
- 3) Worker's Compensation and Employer's Liability including Statutory Worker's Compensation benefits and Employer's Liability of \$100,000.

If the participant conducting activities under this Worksite Agreement uses motorized vehicles, the insured shall ensure:

- That it and its sub-recipients and contractors are protected, and
- That the DOL, State of Wisconsin, Mayor's Office and the Employ Milwaukee and Milwaukee County are held harmless against claims arising from the ownership.

All insurers under this Worksite Agreement shall be reviewed by the appropriate Employ Milwaukee staff. The required insurance may be procured through policies issued by privately operated insurance companies or underwriters, state operated insurance funds, or a self-insurance plan that has been pre-approved by the appropriate Employ Milwaukee staff.

## **INDEMNIFICATION CLAUSE**

The Worksite Agency and its sub-recipients at all times during the term of this Worksite Agreement will indemnify and hold harmless the Mayor's Office and Employ Milwaukee

## **PARTICIPANT REMOVAL**

The Mayor's Office and Employ Milwaukee reserve the right to remove participants from worksites where the assigned Employ Milwaukee staff finds serious and/or continual violations of the WIOA regulations or conditions of the Worksite Agreement that are not likely to be remedied by immediate corrective action.

**TERMINATION CLAUSE**

The Mayor’s Office and Employ Milwaukee reserve the right to terminate this Worksite Agreement for either non-performance by any party or due to loss of available programs funding.

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**WORKSITE AGREEMENT SIGNATURES**

As the Chief Executive Officer of Employ Milwaukee, I have read this Worksite Agreement and do hereby approve its funding and implementation.

---

**Earl Buford**

**Date**

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As the authorized representative of the Worksite Coordinating Agency, I have read this Worksite Agreement and both accept and will adhere to the requirements set forth.

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**Worksite Agency (name)**

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**Authorized Representative** (please print clearly)

**Title**

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**Signature**

**Date**

## ATTACHMENT E

### *Employ Milwaukee*

## **Guidelines and Regulations Concerning the Use of Federal Funds For Religious and Sectarian Activities**

Employ Milwaukee has compiled the following list of guidelines and regulations concerning religious and sectarian activities that offer direction, and apply to, organizations receiving federal funds.

The government is prohibited from directly funding religious activity. These grants may not be used for religious instruction, worship, prayer, proselytizing or other inherently religious practices. Neutral, secular criteria that neither favor nor disfavor religion must be employed in the selection of grant and sub-grant recipients. In addition, under the WIOA and DOL regulations implementing the Workforce Innovation Opportunity Act, a recipient may not train a participant in religious activities, or permit participants to construct, operate, or maintain any part of a facility that is primarily used or devoted to religious instruction or worship. Under WIOA, “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, any such program or activity because of race, color, religion, sex (except as otherwise permitted under Title IX of the Education Amendments of 1972), national origin, age, disability, or political affiliation or belief.”

### **Federal Register / Vol. 68, No. 75 / Friday, April 18, 2003: Legal Rules That Apply to Faith-based Organizations That Receive Government Funds**

The United States Supreme Court has said that faith-based organizations may not use direct government support to support "inherently religious" activities...it means you cannot use any part of a direct Federal grant to fund religious worship, instruction, or proselytization. Instead, organizations may use government money only to support the non-religious social services that they provide. Therefore, faith-based organizations that receive direct governmental funds should take steps to separate, in time or location, their inherently religious activities from the government-funded services that they offer. Such organizations should also carefully account for their use of all government money.

### **Guidance to Faith-Based and Community Organizations on Partnering with the Federal Government, *WHITE HOUSE FAITH-BASED AND COMMUNITY INITIATIVES***

**PROHIBITION ON ASSISTANCE FOR FACILITIES FOR SECTARIAN INSTRUCTION OR RELIGIOUS WORSHIP.**-Participants shall not be employed under this title to carry out the construction, operation, or maintenance of any part of any facility that is used or to be used for sectarian instruction or as a place for religious worship (except with respect to the maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship, in a case in which the organization operating the facility is part of a program or activity providing services to participants).

### **Workforce Development Act §188(a) (3)**

Sectarian Activities. DWE funds may not be used to attempt to support either religious or anti-religious activities. Grants that are issued to ‘faith based’ organizations must document the nonsectarian nature of the activity.

**Sectarian Activities**

**WIOA funds may be used to train participants in religious activities when the assistance is provided indirectly through an Individual Training Account.**

WIOA funds may not be used for employment in the construction, operation, or maintenance of any part of any facility that is used or will be used for sectarian instruction or as a place for religious worship with the exception of maintenance of facilities that are not primarily used for instruction or for worship and are operated by organizations providing services to WIOA participants. WIOA Sec. 188(a)(3); 20 CFR Part 683.255; 29 CFR Part 2, subpart D, and 29 CFR Part 37.6(f)(1) (Reference TEGL 1-05 dated July 6, 2005)

Please be advised that any and all complaints that allege violations of any of these guidelines, regulations, or laws will be thoroughly investigated by the Employ Milwaukee staff. If violations are found to have occurred, the provider’s contract may be terminated without further notice.

If you would like additional information on this please contact Paul Wechter, Legal Affairs Coordinator, at (414) 270-1767.

**ACKNOWLEDGMENT**

I acknowledge that I have received, read and understood the Employ Milwaukee Guidelines and Regulations Concerning the Use of Federal Funds for Religious and Sectarian Activities.

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**ATTACHMENT F**

**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE**

Contractor certifies to the Mayor's Office and Employ Milwaukee (Grantor), as to the following and agrees that the terms of this certificate are hereby incorporated by reference into any contract awarded.

Non-Discrimination

Contractor certifies that it will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, age, disability, political affiliation or belief, marital status, sexual orientation [as defined in Wis. Stats. § 111.32(13m)], handicap, physical condition, developmental disability [as defined in Wis. Stat. § 51.05(5)], or status as a special disabled veteran, Vietnam era veteran, or other protected veteran, offender status, arrest or conviction record (unless specifically exempted by grant regulations), and refusal to submit to sexual contact or sexual intercourse, and against beneficiaries, on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States. This includes but is not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training including apprenticeship. CONTRACTOR will post in places, available to its employees, notice to be provided by the Grantor setting forth the provisions of this non-discriminatory clause. A violation of this provision shall be sufficient cause to terminate the contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the CONTRACTOR for use in completing this contract.

**Non-Segregated Facilities**

Contractor certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained.

Subcontractors

Contractor certifies that it has obtained or will obtain certifications regarding non-discrimination and non-segregated facilities from proposed subcontractors that are directly related to any contracts with the Grantor prior to the award of any subcontracts, and that it will retain such certifications in its files.

Affirmative Action Plan

Current affirmative action plans, **if otherwise developed by CONTRACTOR under applicable state or federal law**, must be filed with any one of the following: The Office of Federal Contract Compliance Programs or the State of Wisconsin, or the Milwaukee County Department of Audit, Courthouse Annex, Room 319, 909 North Tenth Street, Milwaukee, Wisconsin 53233. If a current plan has been filed, indicate as follows:

Where filed: \_\_\_\_\_ Year covered: \_\_\_\_\_ **OR**

**No current plan is required to be filed.**

Employees

Contractor certifies that it has \_\_\_\_\_ employees in the Metropolitan Statistical Area (Counties of Milwaukee, Waukesha, Ozaukee and Washington, Wisconsin) and \_\_\_\_\_ in total.

Compliance

Contractor certifies that it is not currently in receipt of any unresolved final findings of noncompliance with EEO regulation.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

By: \_\_\_\_\_

(Signature)

(Title)

**ATTACHMENT G**

**CERTIFICATE REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension 23 CFR part 98, Section 98.510, participant’s responsibilities. The regulations were published as part VII of the May 26, 1988 Federal Register (pages 19160 - 19241).

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

1. The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach explanation to this proposal.

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**Name and Title of Authorized Representative** (please print clearly)

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**Signature**

**Date**

**INSTRUCTION TO COMPLETE THE ABOVE FORM**

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. It is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies, including suspension and/or debarment.
3. The prospective of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if any time the prospective recipient of Federal assistance funds learns that it is certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarment,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposed,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage section of Rules Implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should be proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspension, declared ineligibility, or voluntary excluded from participation in this covered transaction, unless authorized by DOL.
6. The prospective recipient of Federal assistance funds agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from 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 parties excluded from procurement or non-procurement programs.
8. Nothing contained in the forgoing shall be constructed 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 dealing.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and / or debarment.

**ATTACHMENT H**

**CONFLICT OF INTEREST STATEMENT**

Name: \_\_\_\_\_

Affiliation with the City of Milwaukee, Mayor's Office or the Employ Milwaukee: (check one)

- Member
- Employee
- Grant Applicant
- Contractor

Do you, or any member of your immediate family have any ownership interest in, Development in, employment with, contractual relationship with, fiduciary or professional relationship with any organization or entity which receives or may seek to receive funds from, or which does business or may seek to do business with the City of Milwaukee, Mayor's Office or Employ Milwaukee?

- a. YES                       b. NO

If yes, please explain, giving the name of every such organization and the nature of your association with it.

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For Grant Applicants and Contractors Only. (Answers should be made keeping in mind each individual of the grant applicant's and contract's board of directors, officers, employees, or any of their immediate family members).

1. Are you an employee of the City of Milwaukee, Mayor's Office or Employ Milwaukee?

- a. YES                       b. NO

2. Do you have a business or employment relationship with the City of Milwaukee, Mayor's Office or Employ Milwaukee?

- a. YES                       b. NO

If yes, please explain:

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3. Does any employee of the Mayor's Office, City of Milwaukee or Employ Milwaukee serve on your organization's Board of Directors?

- a. YES                       b. NO

If yes, please explain:

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\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**