



Workforce Alliance of South Central Kansas 2009 Summer Youth Employment Program

WORKSITE APPLICATION

1. Name of Contractor: _____

2. Name of Worksite: _____

3. Worksite Type: (**Check one**) Non-Profit Government

4. Industry/Sector: Arts & Recreation Day Care/Day Camp Community/Social Service

Cultural Program Camp Educational Services Financial Services Government Agency

Healthcare/Medical Hospitality/Tourism Legal Services Retail/Trading Real

Estate/Property Technology Other: _____

5. Worksite Address: _____

Number and Street, City, Zip Code, County

If there is more than one location for this worksite, additional applications must be completed for each site address. Please be sure to complete and attach travel directions to this site.

Worksite Representative: _____ Title: _____

Telephone: _____ Fax: _____

Email: _____

6. What is the maximum number of participants requested for this worksite? _____

7. Has this Worksite ever participated in an SYEP before? YES NO

If YES, most recent year: _____

8. Does this worksite anticipate placing participants from any other SYEP contractors? YES NO

9. Worksite Hours of Operation:

Sunday From _____ To _____

Monday From _____ To _____

Tuesday From _____ To _____

Wednesday From _____ To _____

Thursday From _____ To _____

Friday From _____ To _____

Saturday From _____ To _____

Deadline for submission 5/8/09



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10. List names and titles of all supervisors and the areas or tasks they supervise:

Name _____

Title _____

Area of Supervision _____

Phone # _____

Email _____

Authorized to sign time sheets Yes No

Name _____

Title _____

Area of Supervision _____

Phone # _____

Email _____

Authorized to sign time sheets Yes No

Name _____

Title _____

Area of Supervision _____

Phone # _____

Email _____

Authorized to sign time sheets Yes No

11. What will be the ratio of supervisor to Participants? _____

12. If any work assignments involve out-of-doors activities, state alternate plans for Participants' work location and activities during inclement weather: _____

Alternate location(s): _____

Planned activity(ies): _____



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13. Has this organization/agency been the subject of any federal, state or city investigation, criminal or civil action in the last five years? Yes No

14. If yes, an SYEP staff member will contact you if necessary for details. Please provide the appropriate contact name and phone number if an inquiry is necessary: _____

SYEP funds cannot be used to pay the wages of someone replacing a displaced worker.

15. Has your company participated in any layoffs within the past 6 months? YES NO

16. If yes, please list all positions eliminated and how many total layoffs occurred. Attach job descriptions wherever possible: _____

17. To be completed by Childcare-related Worksites only.

a. What type of facility do you operate?

Day Care Day Camp Recreational Other : _____

(Please describe)

b. What are the start and end dates of the program? _____ to _____

c. How many children do you expect to service in the program(s) this year? _____

d. Will SYEP Participants accompany younger children on trips or outings? Yes No

Worksites that provide trips may be TENTATIVELY APPROVED pending submission of a Trip Schedule Request Form (see attached) by June 12th. This form must be forwarded to: Workforce Alliance, 150 N Main, Ste 300, Wichita, KS 67202 Attention: SYEP.

NOTE: Adult counselors must be at least 18 years of age with youth counseling experience. The ratio of adult counselors to children, eight years of age and older, is 1:12. For children six to eight years of age, the ratio is 1:9. For children less than six years of age, the ratio is 1:6. A maximum of 20% of the total required counselors may be sixteen or seventeen years of age.



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18. WORK ASSIGNMENT DESCRIPTIONS

Complete one section for each type of work assignment you propose (See attached job code/job title description page). The descriptions and requirements must be specific, nonexclusive and pertinent to the work activity. All job descriptions must demonstrate that a genuine work experience will be provided for up to 20 hours per week. *VAGUE, INCOMPLETE OR INACCURATE INFORMATION MAY RESULT IN THE DISQUALIFICATION OF YOUR ORGANIZATION AS A WORKSITE.* The total number of Participants in all job titles must correspond to the response to item #6 on page 1. NOTE: IT IS THE RESPONSIBILITY OF THE WORKSITE TO PROVIDE ADEQUATE SUPERVISION. The number of youth assigned is subject to the availability of sufficient job slots, SYEP approval and other pertinent factors. Please attach job descriptions wherever available. Please also specify any dress code requirements for each position and worksite.

Job Code: _____ **Job Title:** _____

of Participants: _____

Duties: _____

Requirements (i.e. age, experience, etc.): _____

Dress Code: _____

Job Code: _____ **Job Title:** _____

of Participants: _____

Duties: _____

Requirements (i.e. age, experience, etc.): _____

Dress Code: _____

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Job Code: _____ **Job Title:** _____

of Participants: _____

Duties: _____

Requirements (i.e. age, experience, etc.): _____

Dress Code: _____

Job Code: _____ **Job Title:** _____

of Participants: _____

Duties: _____

Requirements (i.e. age, experience, etc.): _____

Dress Code: _____

Job Code: _____ **Job Title:** _____

of Participants: _____

Duties: _____

Requirements (i.e. age, experience, etc.): _____

Dress Code: _____

Job Code: _____ **Job Title:** _____

of Participants: _____

Duties: _____

Requirements (i.e. age, experience, etc.): _____

Dress Code: _____



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SITE ASSURANCES AND CERTIFICATIONS

As the authorized representative of _____ (“Worksite”), I hereby certify that the Worksite is and shall remain in compliance with all applicable provisions of the Federal Labor Laws (“Federal”), the Kansas State (“State”) Labor Laws and the Workforce Alliance (“WA”) Policies and Procedures for the 2009 Summer Youth Employment Program (“SYEP”) and shall implement the program described in this Worksite Application.

If selected to be a Summer Youth Employment Program worksite, I specifically certify that:

1. The WORKSITE will fully provide the activity described herein and will provide supervision in an appropriate manner to all Participants assigned to the WORKSITE at all times, will account for and certify Participants' time and attendance, and will confirm that the hours reported reflect the actual hours in attendance.

2. I will thoroughly read and abide by the requirements for the SYEP Administration set forth in the 2009 Worksite Support Manual provided to me and the worksite responsibilities set forth in the Workforce Alliance Summer Youth Employment Program Policies and Procedures Manual.

3. The buildings, surroundings and conditions at the location(s) where Participants are to be assigned are in compliance with all applicable Federal, State and local laws, codes and standards.

4. The WORKSITE complies with and will continue to comply with all regulations concerning prohibited activities of the United States Federal Child Labor Laws and Kansas State Child Labor Laws.

5. WORKSITE TO MAINTAIN A SAFE ENVIRONMENT: The WORKSITE will maintain a safe and healthful environment for participants.

6. WORKSITE ASSURES TO COMPLY WITH CONTRACT WORK HOURS AND SAFETY STANDARDS: The WORKSITE assures that it will comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C 327-330)

7. MAINTENANCE AND CONFIDENTIALITY OF PARTICIPANT RECORDS: The WORKSITE assures that it will maintain complete and accurate files for a minimum of three years after program completion on all program participants and shall maintain the confidentiality of those files in accordance with regulations.

8. I understand the **WORKSITE will be monitored** by the Workforce Alliance and its representatives, the State Department of Labor, and any other City, State or Federal agency **in unannounced visits**, and I will provide each monitoring agency with information pertinent to the operation of the SYEP. The WORKSITE agrees to provide any duly authorized representative of one of the aforementioned agencies complete access to any books, documents, papers and records of the WORKSITE which are directly pertinent to the SYEP for the purpose of making audit, examination, excerpts and transcriptions.

9. Each individual who supervises the SYEP participants will be required to attend training provided by the SYEP office and failure to attend will result in revocation of this Worksite Application.



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10. The WORKSITE has available for review, Certificates of Incorporation, Health Inspection Certificates, and any other documentation pertaining to its status and compliance with applicable laws.

11. None of the officers, directors, or managing personnel of the WORKSITE have been convicted of defrauding the City/State/federal government or of obstructing an investigation with respect to such fraud during the past **three** years.

12. Debarment and Suspension: The WORKSITE certifies, to the best of its knowledge and belief, that it and its principles:

- a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
- b) have not within a three (3) year period preceding this Grant been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses detailed in section b. of this certification; and
- d) have not, within a three (3) year period preceding this Grant, had one or more public transactions (Federal, State, or Local) terminated for cause or default.

13. Compliance with the Workforce Investment Act (“ACT”): The WORKSITE assures that it will fully comply with the requirements of the ACT, and all regulations issued pursuant to the ACT, which by this reference are incorporated herein as if fully attached to this contract.

14. No Funds Used for Religious Worship: The WORKSITE assures that funds provided under this Contract shall not be used for the employment of individuals on the construction, operation or maintenance of any facility as is used for sectarian instruction or as a place for religious worship.

15. No Funds Used to Deter Unions: The WORKSITE assures that funds provided under this Contract will not be used to assist, or deter union organizing, nor shall it impair or be inconsistent with existing collective bargaining agreements without written concurrence of the labor organization and employer concerned.

16. No Funds Used for Political Activities: The WORKSITE assures that funds provided under this Contract will not be used for political activities.

17. Compliance with reporting of certain abuse or neglect of children: The WORKSITE assures that it will comply with KSA 38-2223 as applicable in regards to reporting child abuse or neglect. If the WORKSITE is not a mandatory reporter as outlined in this statute, and any agent of the WORKSITE has any reason to suspect that a child has been harmed as a result of physical, mental or emotional abuse or neglect or sexual abuse, the person shall report the matter promptly to WA staff.



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18. COPYRIGHTS: If the services in this Contract result in a book or other copyrightable material, the WORKSITE is free to copyright the work, but the WA, REAP, KDHR and DOL reserves the right to reproduce, publish or otherwise to use the work for legitimate purposes.

19. PATENTS: Any discovery or invention arising out of or developed in the course of work aided by this Contract shall promptly and fully be reported to the WA for determination as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest. All such determinations are subject to any regulation of the KDHR, which is directly applicable to matters under the ACT.

20. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT: All parties to this contract shall comply with all provisions as contained in the Americans with Disabilities Act of 1990, or as amended.

21. MEASURE OF GRANTOR'S LIABILITY: The WA shall not hold harmless or indemnify the WORKSITE for any liability whatsoever. The WA shall not be liable to the WORKSITE for expenditures made in violation of the ACT and regulations thereto. The WA shall not be liable to the WA for costs incurred or performance rendered unless such costs or performance rendered are strictly in accordance with the terms of this Contract and amendments. The WA shall not be liable to the WORKSITE for any costs or portion thereof incurred by the WORKSITE, which has been paid or is subject to payment to the WORKSITE by any source other than the WA. The WA shall not be liable for any costs incurred or performance rendered by the WORKSITE before commencement or after termination of this Contract Agreement. The WA shall not be liable for any costs that have not been billed to the WA within sixty (60) days following termination of this Contract.

22. COMPLIANCE WITH SECTION 181 OF THE WORKFORCE INVESTMENT ACT: The WORKSITE shall comply with all labor standards specified in Section 181 of the Workforce Investment Act of 1998. These standards include, but are not limited to, health and safety standards, worker's compensation laws, non-displacement of current employees, non-impairment of existing contracts or collective bargaining agreements, prohibition from filling of substantially equivalent jobs of individuals on layoff, and assurances that no ACT funds will be used to assist, promote or deter union organizing. No currently employed worker shall be displaced by any participant employed under this contract. This includes reduction in hours, wages or benefits. No participant shall fill a job opening when any other individual is on layoff from the same or equivalent job, or when the employer has terminated any regular employee with the intention of filling that position with a participant hired under this contract. No participant under this contract may infringe on the promotional opportunities of currently employed individuals.

23. JURISDICTION: The WA and the WORKSITE agree that any legal action brought as a result of an alleged breach of contract shall be brought in the County of SEDGWICK, Kansas and subject to laws of the State of Kansas.



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24. CORRECTIVE ACTION PLAN: Contracted discrepancies or non-compliance with federal, state, or local regulation discovered through monitoring visits with the WORKSITE by the WA will result in a request for a written Corrective Action Plan or termination of the Contract.

The written Corrective Action Plan, prepared by the WORKSITE must be submitted within thirty (30) days of the date of request and state specifically what the WORKSITE will do to rectify the problem. The response must include applicable copies of corrections, necessary documentation, and other related information as requested by the WA. The WORKSITE must ensure that the corrective action will prohibit the reoccurrence of the discrepancies or concerns as identified. The Corrective Action Plan must be accepted by the WA. However, if an acceptable Corrective Action Plan cannot be negotiated, the WA may terminate this contract. If the Corrective Action Plan is accepted by the WA, but is not implemented by the WORKSITE, the WA may terminate the Contract.

25. MODIFICATION OF CONTRACT: As a result of additional requirements imposed, the WA may require modification of this Contract. The WORKSITE agrees to accept this Contract with the understanding that the Contract may be modified. In the event the WORKSITE is unable to comply with any required contract modification, the WA shall be notified by the WORKSITE within 30 days, at which time the WA may declare this Contract canceled and proceed under the Contract cancellation provisions herein provided in SECTION 23. Further, in the event the WORKSITE is unable to meet the contractual goals and/or obligations as specified herein or in any subsequent contract amendment, the WORKSITE may request modification of the Contract. The Contract may also be modified upon agreement of all parties to this Contract.

Any request for modification of the Contract by the WORKSITE must be provided to the WA in writing and must state the reason(s) and provide justification. Any modifications to this Contract shall be in accordance with the following provisions:

- A. To provide necessary flexibility for the most effective execution of this Contract, subject to B below, changes to this Contract may be effected by placing them in written form and incorporating them into this Contract. The WA and the CONTRACTOR must approve any modification in writing.
- B. Prior to any financial or programmatic change that would substantially alter the original intent of this Contract, a written amendment shall be approved and signed by all signatories to the original contract.

26. CONTRACT TERMINATION: I understand that the WA reserves the right unilaterally to terminate this Worksite Application if the WORKSITE is found in violation of the SYEP requirements or Workforce Alliance Policies and Procedures.

- A. Termination for Material Breach: Upon a material breach of the contract by any party, the contract may be terminated on the thirtieth (30th) day following receipt of written notification of such breach to the other parties. A breach shall include, but not be limited



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to, failure to materially comply with any or all items contained within Section 1 through 32 or referenced therein, exhibits and/or provisions of any subsequent contractual amendments executed relative to this contract.

- B. Termination for Non-Compliance with WIA and Other Laws: The WA may cancel this Contract immediately for non-compliance with any requirement of the ACT or the regulations promulgated there under, or non-compliance with the requirements of any other applicable law. In the event of such termination, the WORKSITE will be paid to the date of termination for such work as has been properly performed hereunder, as determined by the WA.
- C. Termination Due to Lack of Funding: If funds anticipated for the continued fulfillment of this Contract are at any time not forthcoming to the WA, this Contract shall terminate. The WA shall pay to WORKSITE all regular payment for authorized costs incurred through the termination date.
- D. Termination for Convenience: This contract may also be terminated for the convenience of any party upon forty-five (45) days written notice to the other parties, or because the WA's Title I funding under the ACT is not appropriated, is to be terminated or is defunded.
- E. In the Event of Termination: Upon receipt of notice of termination or cancellation the WORKSITE shall: (1) discontinue further commitments of contract funds to the extent they relate to the terminated portion of the contract; (2) promptly cancel all subcontractors and agreements utilizing funds under this contract to the extent they relate to the canceled portion of the contract; (3) settle with the approval of the WA all outstanding claims arising from such cancellation; (4) submit within a period of time to be specified by the WA a cancellation settlement proposal, which shall include a final statement of the contract and an agreement by the WORKSITE to comply with WA's plan for transitioning of active projects or clients to other service providers; and 5) turn over all records including, but not limited to, financial records, case files, and all other documents relating to this contract.

27. NOTIFICATION: The WA and the WORKSITE agree that all notices to be given with respect to this Contract shall be:

- A. In writing;
- B. Sent by certified mail with prepaid postage; and
- C. A return receipt requested from US post office.

Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.



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28. NONDISCRIMINATION AND COMPLIANCE WITH EEO LAWS: The WORKSITE shall not exclude any person from participating in, nor deny employment to any persons on the grounds of race, color, national origin, religion, age, sex, handicap, or political affiliation or belief. The WA shall have the authority to require the WORKSITE to take corrective action if the WORKSITE violates the nondiscrimination and equal opportunity provisions. If the WORKSITE fails to take the required action, the WA shall have the authority to impose such sanctions as are necessary to end the discrimination in accordance with the ACT. The remedies provided in this Contract shall not be construed to affect any other legal remedy a person may have if that person is excluded from participating in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any program or activity funded under the terms and provisions of this Contract. The WORKSITE shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in DOL regulations (41 CFR Part 60).

I agree to the above conditions and specifications. I understand that completion of this application does not guarantee selection as a Summer Youth Employment Program worksite.

Worksite: _____

Representative: _____

Name (Print) and Title

Signature: _____

Date: _____

I have reviewed the entire agreement and all required questions have been covered:

SYEP Representative: _____

Date: _____

Deadline for submission 5/8/09

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REQUIRED ATTACHMENTS

1. The names, job titles and phone numbers of the Worksite's key management personnel.
2. A TRIP SCHEDULE REQUEST FORM, if applicable.
3. A SPECIAL PLAN FOR JOB CODE 07A, if applicable.
4. A PRIMARY VEHICULAR LIABILITY INSURANCE FORM and attachments, if applicable.
5. A PERSONAL AUTOMOBILE LIABILITY FORM and attachments, if applicable.
6. If a Child Care-Related facility, a copy of the most recent license/certificate.

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TRIP SCHEDULE REQUEST FORM

Worksite Name: _____

Address: _____

List the following information for all scheduled trips:

Date: _____ **Time:** _____

From: _____ **To:** _____

Trip Location: _____

(Include address) _____

of Participants: _____

List all supervisors taking trip(s)

NAME: _____ **TITLE:** _____

Number of Supervisors remaining at site: _____

Number of Participants remaining at site: _____

NOTE: Trip schedules are to be completed and submitted to the Summer Youth Employment Program, Workforce Alliance, 150 N Main, Ste 300, Wichita, KS 67202.

Completed by: _____

Date: _____

Signature



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PARTICIPANT JOB CODES and JOB TITLE DESCRIPTIONS

Job Code Job Title Descriptions

01 Human/Social/Community Service Aide/Case Aide, Tenant Patrol Aide, Public Safety aide etc. (City Agency, Public/Private Social Service Agency, NYCHA, etc)

02 Cultural Aide: Museum Aide, Theatre Aide, Dance Aide, etc. (Arts & crafts, music, creative arts, photography/visual arts, etc.)

03 Youth Counselor, Group Leader, Recreational Aide, Trip Leader, etc. (Day care center, day camp, community center, manpower center, playground/park, play street.)

04 Hospital/Health Aide: Dietary Aide; Escort; Nurse's Aide; Laboratory Aide, Technician aide (Hospital, Medical Center, Nursing Home, etc.)

05 Business Aide: Clerical Aide; Mail Clerk; Stockroom Clerk; retail aide; messenger; office machine operator; receptionist; research aide; switchboard operator; typist (City Agency, Law Firm, Accounting Firm, PR/Advertising Firm, etc.)

06 Educational Aide: Teacher's Aide; Classroom Aide; Library Aide; Tutorial Aide, etc. (Schools, Libraries, Community Centers, etc.)

07A Environmental/Nature Aide: Gardening Aide; Grounds Helper; (Parks, Beautification, Landscaping Neighborhood Clean Up, etc)

*****These titles are of a Special Project nature. You must complete the attached 'Special Plan for Job Code 07A' and submit as part of this agreement.*****

07B Custodial Aide: Repair aide; Janitorial Helper; Maintenance Helper (In-Door Clean-up Maintenance)

08 Computer Aide/Technical Aide: Data Entry Assistant; Programmer Aide; Support Tech Aide; Network/I.T. Support Aide (Public/Private Office facility, Hospital, etc.)

09 Communications Aide: Multimedia Aide; Publishing Aide; Telecommunications Aide; Studio Aide (Publishing House, P.R. Firm, Media related facilities, etc.)

10 Other

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SPECIAL PLAN FOR JOB CODE 07A

Worksite Name: _____

1. Description and planned outcome of project: _____

2. Exact boundaries of the area to benefit from the project: _____

3. Written commitment from the suppliers of the equipment to be utilized, if any (Attachment):

4. Time-table for established plan: _____

5. Written provisions concerning safety standards: _____

6. Provide projected plan of supervision for established plan: _____

TRAVEL DIRECTIONS:

Bus(es) (*indicate lines and names of stations/stops*): _____

Cross-streets: _____

Floor/Suite #: _____

Other info: _____