

Reso.

**2009-0365**

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT  
(GRANTS OFFICE)**

**RESOLUTION NO. 5674**

A resolution to approve and authorize the execution of an Agreement between Goodwill Industries of Southeastern Louisiana, Inc. D/B/A JOB1 Business and Career Solutions and St. Charles Parish for funding of the St. Charles Parish YouthROC Program, Contract No. 003-2009.

**WHEREAS,** St. Charles Parish submitted a grant application to implement a Youth Rebuilding Our Community (YouthROC) program to engage youth ages 16-24 in hurricane recovery projects in construction related and/or "green" jobs while providing enhancements to their lives through literacy/numeracy upgrade, GED attainment, emphasizing life skills, and providing successful outcomes to the youth in employment, secondary/post-secondary education, or additional training; and,

**WHEREAS,** notification was received on September 2, 2009, that the grant for \$209,981.00 has been awarded to the Parish; and,

**WHEREAS,** Goodwill Industries of Southeastern Louisiana, Inc. D/B/A JOB1 Business and Career Solutions has prepared an Agreement to provide funding for said project and it is the desire of the Parish Council to approve said Agreement.

**NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL,** do hereby approve and authorize the execution of an Agreement between Goodwill Industries of Southeastern Louisiana, Inc. D/B/A JOB1 Business and Career Solutions and St. Charles Parish for funding of the St. Charles Parish YouthROC Program.

**BE IT FURTHER RESOLVED** that the Parish President is hereby authorized to execute said Agreement and to act on behalf of St. Charles Parish in all matters pertaining to this project.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

YEAS: SCHEXNAYDRE, AUTHEMENT, RAYMOND, TASTET, BENEDETTO, HOGAN, COCHRAN, NUSS  
NAYS: NONE  
ABSENT: LAMBERT

And the resolution was declared adopted this 8th day of September, 2009, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]  
SECRETARY: [Signature]  
DLVD/PARISH PRESIDENT: September 9, 2009  
APPROVED: [Signature] DISAPPROVED: \_\_\_\_\_  
PARISH PRESIDENT: [Signature]  
RETD/SECRETARY: September 10, 2009  
AT: 10:25AM RECD BY: [Signature]

**CONTRACTUAL AGREEMENT  
FOR PROFESSIONAL SERVICES**

**BETWEEN**

**GOODWILL INDUSTRIES OF SOUTHEASTERN LOUISIANA, INC.**

**D/B/A JOB1 BUSINESS AND CAREER SOLUTIONS**

**ON BEHALF OF**

**REGION I WORKFORCE INVESTMENT BOARDS**

**(ORLEANS, JEFFERSON, 1<sup>ST</sup> PLANNING DISTRICT,**

**AND RIVER PARISHES)**

**Representing**

**Orleans, Jefferson, St. Tammany, St. Bernard, Plaquemines,**

**St. John the Baptist, St. Charles, and St. James Parishes**

**AND**

**St. Charles Parish**

**CONTRACT#: 003-2009**

**EFFECTIVE DATE: August 17, 2009**

**ENDING DATE: May 31, 2010**

**ACTIVITIES TO BE PERFORMED: Design and implement a project to engage youth ages 16-24 in hurricane-recovery projects in construction related and/or "green" jobs while providing enhancements to their lives through literacy/numeracy upgrade, GED attainment, emphasizing life skills, and providing successful outcomes to the youth in employment, secondary/post-secondary education, or additional training.**

**TOTAL CONTRACT VALUE: \$209,981.00**

**NUMBER OF PARTICIPANTS TO BE SERVED: 30**

**SOURCE OF FUNDS: National Emergency Grant**

## AGREEMENT

**THIS AGREEMENT**, made and entered into on the 17<sup>th</sup> of August, 2009, by and between Goodwill Industries of Southeastern Louisiana, Inc. d/b/a JOB1 Business and Career Solutions (hereinafter referred to as JOB1) on behalf of the Region I Workforce Development Partnership (Orleans, Jefferson, 1<sup>st</sup> Planning District, and River Parishes) (hereinafter referred to as Region I), and **St. Charles Parish** (hereinafter referred to as Contractor), an organization duly approved to enter into said Agreement in accordance with the standards of the Workforce Investment Act (WIA)/National Emergency Grant (NEG) Regulations, and State Policies.

**WHEREAS**, JOB1 and Contractor have agreed to the services that will be furnished and the compensation JOB1 will pay Contractor for said services,

**NOW THEREFORE**, based upon the mutual and valuable consideration set forth, JOB1 and Contractor hereby agree as follows:

1. The Contractor agrees to perform the functions and/or services as described in the Statement of Work attached hereto and labeled Attachment B, which is hereby incorporated by reference into this Agreement.
2. This Agreement shall be binding upon JOB1 and Contractor immediately upon its execution. The period of this Agreement shall be from August 17, 2009 to May 31, 2010.
3. The Contractor shall be reimbursed by JOB1 for services furnished as described in this Agreement. Reimbursement shall be made in accordance with the budget detailed in Attachment C. In no event shall total reimbursement for this Agreement exceed the sum of **\$209,981.00**. All payments under this Agreement are based upon availability of funds. Funding for the activities to be conducted pursuant to this Agreement is derived from funds authorized and made available through the U.S. Department of Labor's National Emergency Grant.
4. Contractor shall adhere to all laws, rules, and regulations governing fraud and abuse of WIA/NEG funds.
5. Contractor must request, in writing, any modification to this Agreement and its attachments, which may be approved by JOB1 together with Region I. Either party may request, in writing, that the terms of this Agreement be renegotiated or modified when circumstances arise during the period of performance of this Agreement which were unforeseeable by the parties at the time of contracting. Changes to cumulative budget line items that amount to 10 percent or more of the program budget must be approved in writing by JOB1. The Contractor may transfer funds among approved cost categories, not including personnel services, when the cumulative amount of such transfers does not exceed 10 percent of the program budget.
6. The Contractor shall prepare reports in accordance with procedures established by JOB1. All procedures shall be in compliance with all applicable state and local requirements.
7. Contractor has sole responsibility to carry out or subcontract to appropriate organizations all duties and obligations pursuant to this Agreement. Contractor shall, however, seek and acquire

the approval of JOB1 before entering into a subcontracting agreement with any other organization. All contracts should be procured in accordance with the procurement policy.

8. This Agreement shall terminate automatically and immediately in the event Contractor fails to adhere to any provisions of this Agreement, including, but not limited to, any deletions, additions, or modifications JOB1 and Region I determine necessary due to the following: 1) a change in State or local law or regulation having impact on this Agreement; or 2) any other change which might be required of JOB1 by an appropriate governing body.

In addition, this Agreement may be terminated as a result of any, or all, of the following conditions:

- a. Mutual agreement and consent of the parties hereto.
  - b. JOB1 discretion, as a consequence of the failure of Contractor to comply with the terms, progress or quality of services in a satisfactory manner, with proper allowance being made for circumstances beyond the control of the Contractor.
  - c. By either party, upon the failure of the other party to fulfill its obligations as set forth in this Agreement. Thirty (30) day written notice shall be provided by the party desiring the termination. Said notice shall set forth the reasons for the termination.
  - d. Satisfactory completion of all services and obligations described herein.
  - e. By JOB1 at its convenience upon thirty (30) days written notice to the Contractor. In this event, Contractor shall be reimbursed for actual work performed up to the notice of termination.
9. Contractor agrees to abide by the Assurances and Certifications which are attached to this Agreement as Attachment A and considered to be a part of this Agreement as if fully written herein. Contractor further agrees that a breach of the Assurances and Certifications shall be considered a breach of this Agreement. Contractor verifies by signing this Agreement that said Assurances and Certifications have been read and fully understood.
  10. JOB1 shall have the right to monitor, investigate, examine and audit at any time, with reasonable notice, any and all records relating to the operations of these activities by the Contractor under this Agreement. Upon advance notice by JOB1, the Contractor, its officers, agents and employees shall make such records available for investigation, examination, copying and audit by JOB1 or its designee; including representatives of the City of New Orleans Office of Workforce Development, State of Louisiana Office of Workforce Development and the U.S. Department of Labor.
  11. It is expressly agreed and understood that the Contractors who meet the threshold of federally funded dollars will perform an audit in accordance with federal audit guidelines contained in OMB Circular A-133 - Revised June 24, 1997, Audits of States, Local Governments, and Non-Profit Organizations and any other relevant federal guidelines for any and all contract expenditures in excess of \$500,000.00. A copy of the said audit is to be forwarded to JOB1 upon completion within one (1) year of the agency's fiscal year end.

12. Contractor shall, at its own expense, protect, defend, indemnify and hold harmless, Goodwill Industries of Southeastern Louisiana, Inc. d/b/a JOB1 Business and Career Solutions, the City of New Orleans, Region I Workforce Investment Boards (Orleans, Jefferson, 1<sup>st</sup> Planning District, and River Parishes)(Region I) and their boards and governing bodies from all damages, costs and expenses that may be incurred as a result of any activities the Contractor or its employees, clients, agents, etc., conduct or perform, or that may otherwise arise out of this Agreement.
13. The Contractor shall indemnify and hold harmless Goodwill Industries of Southeastern Louisiana, Inc. d/b/a JOB1 Business and Career Solutions, the City Of New Orleans, Region I Workforce Investment Boards (Orleans, Jefferson, 1<sup>st</sup> Planning District, and River Parishes), the State of Louisiana, from any and all suits, costs, penalties, or claims for infringement by reason of use or installation of any patented design, device, material, or process, or any trademark or copyright in connection with the work agreed to be performed under the Agreement, and shall indemnify and hold harmless Goodwill Industries of Southeastern Louisiana, Inc. d/b/a JOB1 Business and Career Solutions, the City Of New Orleans, Region I Workforce Investment Boards (Orleans, Jefferson, 1<sup>st</sup> Planning District, and River Parishes), the State of Louisiana for any costs, expenses, and damages which it may be obliged to pay by reason of any such infringement at any time during the prosecution or after completion of the work.
14. The provisions of this Agreement are severable, and if for any reason a clause, sentence, paragraph or other part of this Agreement shall be determined to be invalid by a court or federal or state agency, board or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions which can be given effect without the invalid provision.
15. In the event of a dispute arising between the parties during the term of this Agreement, it is agreed that the parties shall appoint representatives from their respective agencies, preferably the Chief Administrator of each agency or designee, to meet, discuss, and arbitrate the dispute(s) before a suit for Breach of Contract or request for termination shall be instituted. The resolution of the dispute shall become a part of the Agreement.
16. In the event the Contractor fails to fulfill any of the terms or conditions of this Agreement and its attachments in a timely and diligent manner, or fails to abide by the Assurances and Certifications or breaches any of the said Assurances and Certifications, then JOB1 reserves the right to suspend this Agreement, including any further reimbursement for expenses following the breach. JOB1 would report said suspension to the appropriate governing boards, and further, with the approval of said boards, terminate and void the reimbursement of and costs incurred by Contractor after said breach if said breach is of a grievous nature or if such breach cannot reasonably be expected to be remedied.
17. Funds will not be provided under WIA/NEG to duplicate facilities or services available in the area (with or without reimbursement) from federal, state or local sources, unless it is demonstrated that the WIA/NEG funded alternative services or facilities would be more effective or more likely to achieve performance goals.

18. The Contractor shall retain all records pertinent to this Agreement for a minimum of three (3) years after receipt of funds under this program or until such time as is required to resolve any audit questioned costs.
19. The Contractor shall be included in the WIA/NEG comprehensive audit and monitoring requirements stated here. Any identified disallowed costs and subsequent required repayment shall be the responsibility of the Contractor.
20. Neither Contractor nor its staff shall display organizational and personal conflicts of interest or appearance of such conflicts of interest in the conduct of the activities covered by this Agreement.
21. By signature on this Agreement, Contractor certifies as being a legally constituted organization and is not debarred nor suspended from doing business with governmental agencies, and does not have disallowed costs with any governmental agency.
22. It is understood and agreed that the entire Agreement between JOB1 and Contractor is contained herein. All items referred to in this Agreement as Attachments are attached and deemed to be a part of this Agreement. Further, it is understood that this Agreement supersedes all oral Agreements and negotiations between the parties relating to the subject matter hereof.

Attachments contained herein are:

- A. Assurances and Certifications
- B. Statement of Work and Scope of Services
- C. Budget and Budget Narrative

**THIS AGREEMENT**, made at New Orleans, Louisiana,

on August 17, 2009 by and between Goodwill Industries of Southeastern Louisiana, Inc. d/b/a JOB1 Business and Career Solutions and **St. Charles Parish**, both parties being duly authorized to enter into said Agreement.

**FOR: St. Charles Parish**

**FOR: Goodwill Industries** of  
**Southeastern Louisiana,**  
**Inc., d/b/a JOB1 Business and**  
**Career Solutions**

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**Authorized Signature/Date**

**Authorized Signature/Date**

V. J. St. Pierre, Jr., Parish President

William Jessee, President

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**Typed Name and Title**

**Typed Name and Title**

P.O. Box 302

4200 S. I-10 Service Rd., W; Suite 124

Hahnville, Louisiana 70057

Metairie, LA 70001

985-783-5000

(504) 456-2622

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**Address and Phone Number**

**Address and Phone Number**

## Attachment A

### ASSURANCES AND CERTIFICATIONS

These Assurances and Certifications are a part of, and incorporated by reference into the Agreement between, JOB1 and **St. Charles Parish**, hereinafter referred to as Contractor. The obligations contained herein are continuing and binding upon both parties hereto.

1. The Contractor assures and certifies that services funded through JOB1 shall be administered in full compliance with state and local laws and regulations.
2. JOB1 may, upon written notice to Contractor, suspend or terminate the Agreement and any obligations incidental thereto, in whole or in part, or require total or partial refund of the Agreement funds, upon thirty (30) days written notice to the Contractor if any of the following conditions occurs:
  - a. Any person, agency, or instrumentality which has agreed to provide financial assistance to the work contemplated herein or any portion thereof, should suspend or terminate such assistance in accordance with the terms of any Agreement providing for such assistance; or
  - b. It appears to JOB1 that the Contractor has failed to perform according to the Statement of Work, or has violated state or local laws, regulations, or policies; or that effective performance of the Agreement is substantially endangered; or
  - c. The legal status of the Contractor changes after the Agreement is executed.
3. Contractor, upon receipt of notice to suspend or terminate Agreement operations, shall cease work on the suspended activities under the Agreement, suspend or terminate all Agreements or contracts relating to such suspended or terminated activities, take all necessary or appropriate steps to cease disbursements and to minimize costs, and such other matters as JOB1 may require. At the point of termination, Contractor may claim, with proper documentation, allowable, reasonable costs for work completed prior to notification of termination. In no event shall such claims exceed the amount stated in the Agreement. JOB1 shall determine the reasonableness of final costs as well as the method of computation and shall not be liable for any further claims. Any payments made prior to notice of suspension or termination for services which have not been rendered shall be returned immediately to JOB1.
4. Contractor shall establish and maintain an auditable system, in accordance with generally accepted accounting principles, with the Act and Regulations, and with state requirements on fiscal and program reports.
5. As a condition to the award of financial assistance from the U. S. Department of Labor, through the Workforce Investment Act (WIA) – Title I and/or National Emergency Grant funds, the grant



applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws: Workforce Investment Act of 1998, as amended, 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; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1978, as amended; and all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37. The United States has the right to seek judicial enforcement of this assurance. This Assurance shall be deemed incorporated by operation of law in the grant, cooperative agreement, contract or other arrangement whereby federal assistance is made available, whether or not it is physically incorporated in such document and whether or not there is written agreement between the State of Louisiana, its recipients and/or sub recipients. This Assurance may also be incorporated by reference in such grants, cooperative agreements, contracts or other arrangements.

6. During the term of this Agreement, Contractor shall, at all times, maintain (a) adequate worker's compensation and unemployment insurance coverage for its employees in accordance with state law and (b) comprehensive general liability insurance in amounts not less than \$1,000,000 per occurrence and (c) automobile liability, including hired and non-owned liability, with limits of at least \$1,000,000 for bodily injury and property damage combined and (d) Goodwill Industries of Southeastern Louisiana, Inc. d/b/a JOB1 Business and Career Solutions, the City Of New Orleans, Region I Workforce Investment Boards (Orleans, Jefferson, 1<sup>st</sup> Planning District, and River Parishes), the State of Louisiana (hereinafter referred to as additional insureds) will be named as additional insureds on the general liability and auto coverage without cost to the additional insureds. All policies will contain a waiver of subrogation in favor of the additional insureds. The additional insureds shall have no responsibility for any deductible under all such policies of insurance. Evidence of compliance with this provision shall be provided in the form of a Certificate of Insurance to all additional insureds.

**Attachment B:****STATEMENT OF WORK AND SCOPE OF SERVICES****A. Overview**

Funding for the second phase of the Youth Rebuilding Our Community (YouthROC) project, for which this contract has been written, comes from a National Emergency Grant (NEG) that was put into effect on August 13, 2007, set to expire on June 30, 2009, but was extended to June 30, 2010.

**B. General Tasks, Services, and Expectations***1. Hurricane Recovery.*

The Contractor shall design and implement a number of short-term, community-revitalization projects, which must be chosen to benefit low- to moderate-income, Katrina/Rita victims or Katrina/Rita-damaged public facilities eligible under federal NEG guidelines.

*2. Enrollee Experiences.*

Concurrently, the Contractor shall ensure that its enrollees experience the following:

- Career skills, especially but not limited to construction;
- Green-jobs training;
- Academic skills and improvement in numeracy and literacy;
- Life skills, proper public-speaking, and socializing skills;
- The creation of self-confidence, independence, self reliance, and strong teamwork skills;
- Lessons dealing with consideration of others, respect for life, and consequences of one's actions; accountability;
- The development of general work-related skills, résumé writing, job-search methods, and work ethic;
- The feeling of belonging to a community in recovery and a positive outlook for the future.

*3. Monitoring.*

Contractor hereby acknowledges that agents working for JOB1, Goodwill Industries, the Louisiana Workforce Commission, the United States Department of Labor, and the City of New Orleans are all integral parts of the NEG funding granted to the Contractor and any of its subcontractors and payees. Therefore, the Contractor shall acquiesce to all reasonable monitoring activities, whether announced or unannounced. The Contractor shall expect and acquiesce to visits, questioning, picture-taking, and any other documenting practices that JOB1 and aforementioned funding agencies may undertake.

If the Contractor is found to be performing its YouthROC operations in a manner that is illegal, unethical, nonconforming to this contract or NEG guidelines, or unsatisfactorily progressing toward its goals, then the Contractor shall agree to and implement corrections or adjustments to any or all of its YouthROC

operations upon receiving instructions from any or all of its monitors. The contractor shall agree in writing with JOB1 as to the timeline and particulars of the proposed adjustment or correction.

### C. Specific Deliverables

#### 1. Rules, Policies, and Procedures.

The Contractor shall follow all policies, procedures, or rules created by JOB1 in its forthcoming handbook, designed for the second phase of the YouthROC project. The Contractor shall also follow, adhere to, and respond to all reasonable communications from JOB1, whether by phone, text, email, or in person, in a timely manner.

#### 2. Recruitment, Enrollment, and Retention.

Contractor shall interview and enroll participants based on eligibility standards set forth by NEG guidelines: the YouthROC project expects to serve persons, aged 16-24, who have little to no work experience and who are currently not in school.

The term *enrollee* is defined as a young person whose completed payroll documents have been filed into Goodwill's system. He or she is considered eligible to begin working and turning in time sheets only after full enrollment. In most cases, this person will have finished orientation.

In other parts of this document, where the term *participant(s)* is used, it shall be taken to mean a young person, aged 16 to 24, who seeks to work in and benefit from the YouthROC project but may not necessarily be fully enrolled. Thus, *participants* are prospective enrollees, who must become fully enrolled by or shortly after orientation, or else vacate the project.

The Contractor shall perform its own recruitment, beginning immediately following the signing of this contract. JOB1 allows that the Contractor over-enroll by 25% of its target number to offset expected attrition in membership.

The Contractor is allowed to replace dropped enrollees up to and including the date of November 15, 2009, if and only if enrollment levels drop below the target number; the Contractor shall not replace any dropped enrollees if its enrollment numbers are greater than or equal to the target amount.

Furthermore, prior to and during the one-week orientation period, the Contractor shall:

- Require each prospective enrollee to turn in a valid and unexpired driver's license or state I.D. **and** a valid birth certificate **and** a valid social security card. He or she cannot and shall not enroll in the program without said documents.
- Complete and turn in all paperwork, including human resource (HR) documents, WIA documents, etc. to JOB1 associate project managers exactly as directed, in the forthcoming handbook and /or in preliminary meetings, on time;
- Attach special attention to the legalities and extra paperwork involved in the enrollment of minors.

Following the orientation period, the Contractor shall:

- Employ best practices for retaining participants after their enrollment;
- Terminate all participants with incomplete enrollment packages.

### *3. Safety, Emergencies, and Incidents.*

Whenever participants are on site, traveling, training, or attending to any other responsibilities, while engaged in any part of the project, the Contractor shall comply with all safety standards set forth by the construction industry (OSHA) and/or JOB1.

- The Contractor shall require that enrollees on work sites wear helmets, goggles, boots, gloves, and whatever other forms of protection prescribed by OSHA.
- The Contractor shall have at least one copy of safety rules and guidelines, along with a list of emergency procedures and phone numbers, stored in an obvious and prominent place at its central location.
- The Contractor shall have at least one copy of safety rules and guidelines, along with a list of emergency procedures and phone numbers, stored in an obvious and prominent place at all of its satellite and /or secondary locations.
- The Contractor shall have at least one copy of safety rules and guidelines, along with a list of emergency procedures and phone numbers, stored in a vehicle at each of its job sites.
- The Contractor shall designate a staff person (usually the manager) as main liaison to JOB1. This person will submit an accident/incident report, within 24 hours of any accident, incident, injury, or dispute between any persons (whether staff, enrollees, or a mixture thereof) and call his/her JOB1 associate project manager as soon as it is reasonable to do so. The phone call, at least, must take place on the same day as the incident, even if it is after 5:00 p.m.
- The Contractor shall also submit a report, notifying JOB1 of any suspicious or criminal activities that may take place in or near its facilities and job sites. These activities include threats, stalking, drug use, alcohol use, possession of weapons, etc.
- The Contractor shall have at least one first-aid kit displayed prominently in its main location. The Contractor shall have at least one first-aid kit on any job site where enrollees are present; the kit may be kept in a vehicle, provided it is parked within 75 feet of where enrollees are working.

### *4. Professionalism*

The Contractor hereby acknowledges affiliation with the federal government, the Louisiana Workforce Commission, the City of New Orleans, the Region 1 WIB boards, and JOB1. As such an affiliate, the Contractor shall ensure that all staff members will conduct themselves appropriately in public, in front of participants, the community, and in the media.

- Contractor staff shall dress appropriately and, especially if speaking in public forums, conduct themselves in a professional manner;
- Contractor staff shall avoid boisterousness, horseplay, inappropriate relationships, and drug and alcohol use;
- The Contractor shall inform JOB1 immediately of any and all incidents of high visibility that may damage JOB1's, Goodwill's, the Contractor's, or YouthROC's reputation.

### 5. Program Organization and Administration.

The Contractor hereby acknowledges collaboration with the federal government, the Louisiana Workforce Commission, the City of New Orleans, the Region 1 WIB boards, and JOB1. As a representative of those entities, the Contractor's performance shall be stellar, regarding organization, quality control, and outward appearance. The Contractor shall submit to JOB1 all of the following *before* the beginning of the cycle (before the first day of orientation):

- A tentative calendar of events, including an approximate date for the turning in of paperwork and a list of items, lessons, philosophies that will be taught during orientation;
- Plans and the goal for the first construction site;
- A safety manual, including emergency phone numbers, that the Contractor plans to use on every site and inside vehicles;
- A policy, procedure, or rule book for all participants to follow and to be familiar with before they begin the program in earnest;
- A plan that clearly identifies modes of travel—to and from work, to and from job sites, to and from field trips—and who will be the driver;
- The aforementioned certificate of insurance;
- Its latest financial statements, annual report, and tax return.

### 6. Staff.

The Contractor shall have adequate staff, contracted or salaried, as specified in the Contractor's budget in attachment C of this document. At least two staff members shall be certified in CPR and first aid. All staff shall be drug tested and shall submit to background checks, including clearance in the National Child Abuse Registry.

The Contractor shall furnish JOB1 with a job description for each position and be ready and willing to justify any and all staffing choices in accordance with the non-discrimination statutes enumerated in attachment A, item 5 of this document.

At minimum, the staff shall include:

- A program director, who will act as the main liaison to JOB1's project managers;
- A counselor or social worker, staff or contracted, with appropriate qualifications;
- A school teacher or GED instructor, staff or contracted, with appropriate credentials;
- A construction trainer, staff or contracted, with appropriate qualifications;
- A part-time or full-time administrative assistant.

### 7. Construction Projects.

The Contractor shall coordinate, facilitate, and supervise all construction projects. The Contractor shall furnish a brief narrative plan, for each job site, that includes the ultimate goal of the project, supported by

appropriate classroom instruction. These plans must be given to the appropriate JOB1 project manager for approval at least forty-eight (48) hours prior to beginning work on *each and every* job site.

The term *approval* is defined as electronically communicated or written acceptance of a project and work site that allows for the official start of said project; *approval* can only be given by one of JOB1's associate project managers or the senior project manager.

#### 8. *Education.*

At minimum, the Contractor shall:

- Measure enrollees' educational progress by administering the TABE (test of adult basic education) at the beginning and end of the cycle;
- Employ a teacher, contracted or staff, to hone participants' math, reading, and language skills, such as letter writing;
- Teach enrollees about their legal rights, voting privileges, and other civic activities;
- Teach enrollees how to become involved in community-outreach efforts and volunteerism;
- Inform enrollees of their connection to New Orleans culture, history, or heritage through the work they will be undertaking;
- Turn in a schedule of teaching activities for the entire eight-month cycle, ending April 30, 2010. This schedule must include specific dates for entry TABE testing and exit TABE testing.

#### 9. *Counseling and Case Management.*

The Contractor shall have a qualified counselor on staff or under contract to deal with enrollees' needs, related to court involvement and probation, family issues, health problems, child birth and childcare issues, social services, and job readiness. The counselor shall:

- Profile individuals with regard to special needs, criminal background, social services needed, future aspirations, and educational goals;
- Intervene during times of personal, professional, educational, or emotional crisis;
- Guide the enrollee down the path of repairing his/her difficulties and obtaining viable, meaningful employment.
- Keep a physical file folder on each enrollee and agree to follow up on all individuals 30, 90, and 180 days after their departure from the program. **The ninety- and 180-day follow-ups will not be paid for by Goodwill Industries.**

#### 10. *Career Pathways and Job Placement.*

The Contractor shall increase the employability of each enrollee by:

- Developing a customized plan for each individual at the beginning of the cycle; this plan will be submitted to JOB1 for approval;

- Forming a viable relationship with the Business and Career Solutions Center(s) of the enrollees' residence; proof of this relationship will be submitted to JOB1 during early phases of the cycle;
- Attending regular meetings with JOB1, if asked to do so;
- Requiring enrollees to attend workshops and job searches at JOB1 or other Business and Career Solutions offices;
- Documenting that the Contractor has a number of partnerships with potential employers and /or training providers; proof of these partnerships will be submitted to JOB1 during early phases of the cycle.
- Filling out WIA close-out forms for all enrollees leaving the program, regardless of the date or the reason. The close-out form must be complete; all parts of it must be filled out by Contractor staff with regard to:
  - Accurate phone numbers;
  - Accurate name, address, and phone number of new employer;
  - Accurate rate of pay and hours worked for new employer;
  - Accurate name, address, and phone number of military branch;
  - Accurate name, address, and phone number of new high school, alternative school, college, trade school, or university;
  - Copies of all supporting documentation, including but not limited to GEDs, admittance letters, pay stubs, certificates, certifications, etc.
- Creating a wish list for each individual based upon his/her ultimate goals and the Contractor's recommendations for future enrichment.

#### 11. *Reports.*

In accordance with this contract's item 6 of the first section, "Agreement," the Contractor hereby acknowledges and shall abide by each of the following statements and the list hereunder:

The Contractor shall submit any and all reports, without exception, on a regular basis, as prescribed by JOB1 and its forthcoming handbook. These reports are as follows:

- Testing outcomes and educational progress, including:
  - TABE scores for reading, math, language (scale scores and functional levels, not one or the other);
  - Accurate dates of TABE tests;
  - Classroom hours;
  - Notes on knowledge of New Orleans history and civics;
- Weekly enrollment, including:
  - Number of people enrolled;
  - Number of participants dropped;
  - Reasons for drops
  - Total count for any given day;
- Career-training hours:
  - Visits from a lecturer
  - Résumé writing, etc.
  - Attainment of certifications;
- Terminations;

- Weekly reports of work site addresses;
- Emergency forms;
- Construction plans.

Contractor shall also keep records on enrollees and copies of all aforementioned reports for a period of no less than three (3) years following the end date of this contract.

#### *12. Termination of Participants.*

The Contractor shall fill out HR termination and WIA close-out forms and submit them to JOB1's associate project managers as soon as individuals leave the program, regardless of reasons for departure.

The Contractor shall also provide updated case-management information at the close-out of the entire YouthROC program and up to thirty days afterwards.

#### *13. Public Relations.*

The Contractor shall notify JOB1 of graduations, recognition ceremonies, media events, press conferences, etc. at least one week prior to any and all said events.

The Contractor shall acknowledge JOB1 or Goodwill, YouthROC, and the Louisiana Workforce Commission as the funding agencies in all events mentioned above, including in flyers and all forms of publicity, whether in material or electronic form.

The Contractor hereby acknowledges that any of its staff or enrollees may be asked for interviews either by JOB1's staff, advertising staff, or the news media for publicity purposes. The Contractor shall also provide photographs and stories to be printed in the YouthROC newsletter.

#### *14. Training.*

The Contractor shall receive training, if deemed necessary, from JOB1 or Goodwill Industries on programmatic, financial, bookkeeping, grant-compliance, educational, or case-management issues. This training may take place in the following forms, including but not limited to: formal or informal meetings; phone consultations; emailed, texted, or online discussions; classroom settings; workshops; group or one-on-one discussions; and software or internet exercises. These training sessions can be one-time or scheduled on a regular or irregular basis until JOB1 is satisfied that a problem, knowledge gap, or deficiency has been alleviated and/or solved.

#### *15. General Framework and Outcomes.*

The Contractor shall meet the following standards:

- a. The Contractor may enroll up to 25% more than its target number of participants and retain no less than the target number minus 25%. At least 16% of all participants will be court involved or have a criminal record.



- b. All retained enrollees shall be engaged in at least five (5) hours of academic (not construction or green) class time per week or twenty (20) hours per month.
- c. All enrollees shall work no more than 20 hours per week at the rate of \$9.00 per hour (paid by Goodwill Industries) on job sites; any other wages accrued, with regard to hours worked, will be paid by the Contractor.
- d. Any additional payments, items, or incentives shall be provided by the Contractor's supportive services only in strict adherence to Goodwill's supportive-services policy, as outlined in the forthcoming handbook.
- e. At least 65% of all enrollees shall complete the YouthROC program.
- f. At least 70% of all completers shall increase at least one TABE functional level in math, reading, and language.
- g. At least 80% of completers shall obtain one half of the agreed-upon number of certifications by the cycle's halfway point. Within thirty (30) days of the signing of this document, the Contractor shall agree with JOB1 on said "agreed-upon" number and types of certifications that it shall bestow upon its enrollees. Such an agreement will be considered an amendment to this contract and included as part of it.
- h. At least 80% of completers shall receive all agreed-upon certifications by the end of the cycle. Within thirty (30) days of the signing of this document, the Contractor shall agree with JOB1 on said "agreed-upon" number and types of certifications that it shall bestow upon its enrollees. Such an agreement will be considered an amendment to this contract and included as part of it.
- i. At least 45% of completers shall be successfully placed in secondary or post-secondary education, which includes high school, colleges, universities, and technical schools.
- j. At least 45% of completers shall be placed in unsubsidized employment or the military. JOB1 will not count minimum-wage, fast-food, or service-industry jobs below the pay scale of \$9.00 per hour.
- k. At least 6% of completers shall obtain a GED by graduation or shortly afterwards.

#### 16. *Breach of Contract.*

In accordance with this contract's item 16 of the first section, known as "Agreement," the Contractor hereby acknowledges and shall abide by each of the following statements:

The Contractor shall be found in breach of contract if it does not make adequate progress toward goals.

The Contractor shall be found in breach of contract if it willingly or unwillingly endangers the physical, emotional, or psychological safety of its enrollees in any way.

The Contractor shall be found in breach of contract if it receives a total of three (3) written complaints or write-ups from any of JOB1's associate project managers, senior project manager, fiscal managers, controller, CFO, or CEO.

The term *written complaint* or *write-up* is defined as a document, written on company letterhead, by an employee of JOB1 or Goodwill Industries, that outlines and enumerates that there has been a problem getting the Contractor or any of its staff to follow instructions reasonably and/or that the Contractor or any of its staff failed to perform in compliance with this signed contract.

## Attachment C

### Budget and Budget Narrative

As consideration for the services to be rendered by the Contractor, JOB1 shall reimburse Contractor for expenses incurred and properly documented in an amount not to exceed **\$209,981.00** as detailed in the line item Budget.

Contractor shall only incur expenses directly related to the provision of services as described in the Statement of Work and Scope of Services (Attachment B). Any property and equipment (including software) purchased with funds provided under this Agreement with a unit cost over \$500 shall be and remain the property of JOB1. Contractor and subcontractors may request to retain any property and equipment (including software) purchased during the contract at the conclusion of the program subject to program sustainability and approval of the Louisiana Department of Labor. Any and all expenditures in excess of said budget, in total or for any item listed thereon, shall not be subject to reimbursement by JOB1. Final expenses under this contract must be incurred by May 31, 2010.

Contractor agrees to follow the following purchasing guidelines for goods and services:

\$500.00 and under – no competitive bidding is required

\$500.01 to \$5,000.00 – telephone, facsimile, catalog or internet quotes from 3 outlets

\$5,000.01 to \$20,000.00 – written solicitation from at least 5 outlets

Over \$20,000.00 – sealed bids with formal advertising

Invoices shall indicate the line item budget, the total expenses incurred for the previous billings, current request, the cumulative expenses, and the balance remaining on a line item basis (see table below).

Budget Line Item	Budget Amount	Previous Balance	Current Request	Cumulative Balance	Remaining Budget Balance
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Invoices shall be accompanied by:

1. Copies of all receipts and invoices for all charges. Each should be labeled with the general ledger account coding and show evidence of appropriate approval signatures.
2. Payroll registers for the staff charged to this grant.
3. General ledger detail.
4. A map outlining how each general ledger account summarizes to the reimbursement request.

All reimbursement requests are predicated on proper submission of all required progress reports and other required forms as specified in this Agreement. Invoices will not be processed for payment until all required fiscal and participant data is submitted as required.

All payments under this Agreement are based upon the availability of funds provided by the US Department of Labor and the Louisiana Department of Labor to JOB1.

The Contractor Budget and Budget Narrative are an integral part of this agreement.