

## **EXPANDED SUBSIDIZED EMPLOYMENT AGREEMENT Assurances and Certifications**

### **The Employer Assures that:**

1. Services and activities provided under this Agreement will be administered by and under the supervision of the Employer.
2. Employer understands that they will not be reimbursed for any leave or overtime pay. Reimbursement will occur only for those hours employee is physically on the job.
3. Appropriate standards for health and safety in work situations will be maintained.
4. The employer will give the San Diego Workforce Partnership and any of their authorized representatives, such as local, state, and federal monitors, access to and the right to examine all records, and other documents related to this Agreement.
5. The employer will comply with Title VII of the Civil Rights Act of 1964 which prohibits employment discrimination. No person may be denied employment, excluded from benefits, or suffer from discrimination under the Expanded Subsidized Employment Program because of race, color, religion, sex, national origin, sexual orientation, age, disability, or political affiliations or belief.
6. Individuals shall be compensated by the employer at such rates, including periodic increases as may be deemed reasonable under regulations prescribed by the Secretary of Labor, but in no event at a rate less than that specified in Section 6 (a) (1) of the Fair Labor Standards Act of 1938, or if higher under the applicable State or local minimum wage law.
7. The employer agrees to issue wages to employees in compliance with all federal, state, and local laws. Failure to comply can result in formal investigations and/or penalties.
8. The employer will comply with the provisions of the Hatch Act, under which the use of the San Diego Workforce Partnership funds to promote political activities would be prohibited.
9. The employer will comply with the provisions of the Immigration Reform and Control Act of 1986, which requires employers to verify that all employees are eligible to work in the United States as legal residents of the United States.
10. The recipient of the Expanded Subsidized Employment Program will not displace currently employed workers. This includes partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits.
11. No recipient will infringe upon the promotional opportunities of currently employed individuals.
12. No recipient shall be placed in jobs substantially equivalent to positions for which employees have been laid off.
13. This agreement shall not impair existing contracts for service or Collective Bargaining Agreements. Terms of this agreement shall be undertaken only with written concurrence of the labor organization concerned.
14. The San Diego Workforce Partnership Expanded Subsidized Employment Program funds will not be used to promote or discourage union organizing.
15. Employer understands that fraudulent claims or action are subject to criminal penalties and the agency may invoke any and all sanctions available to it in the event of such fraud. An example of fraud would be permitting a false invoice requesting reimbursement of wages that have not been paid.
16. No funds will be used for contributions on behalf of any recipient for retirement systems or plans.
17. Records of Expanded Subsidized Employment Program recipients must be retained and be made available for review for up to eight (8) years.
18. Participation in this ESE program is depended on the availability of funding and continued eligibility of the employee.

**As the Employer, I have read and understand the Expanded Subsidized Employment Assurances and Certifications.**

\_\_\_\_\_  
**(Authorized Employer Signature)**

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

**Submit before the start date of employment – 2 Originals Required**  
Revised February 2019