

**COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES**  
**(MORE THAN \$100,000)\***

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:  
Santa Cruz County Office of Education  
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The services are generally described as follows:  
**Provide** workforce development services to low socio-economically disadvantaged and Workforce Investment Act (WIA) Title I eligible youth ages 16-21.

2. **PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$ 148,442.

3. **TERM OF AGREEMENT.** The term of this Agreement is from July 1, 2012 to June 30, 2013, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

4. **ADDITIONAL PROVISIONS/EXHIBITS:** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

- |   |       |
|---|-------|
| <b>Exhibit A</b> Scope of Services/Payment Provisions | ..... |
| Exhibit B Line Item Budget                            | ..... |
| Exhibit C Performance & Enrollment Goals              | ..... |
| Exhibit D Other Terms and Conditions                  | ..... |
| Exhibit E WIA General Assurances                      | ..... |
| Exhibit F Lobbying Certification                      | ..... |
| Exhibit G Drug-Free Workplace Certification           | ..... |
| Exhibit H Debarment Certification                     | ..... |
| Exhibit I Nondiscrimination Assurance                 | ..... |

5. **PERFORMANCE STANDARDS.**

5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

\*Approved by County Board of Supervisors on 10/11/2012

5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 6. PAYMENT CONDITIONS.

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

## 7. TERMINATION.

7.01. During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02. The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. **INDEMNIFICATION.** CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

## 9.0 INSURANCE.

### 9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's, Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and such, insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

### 9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

### 9.03 Insurance Coverage Requirements:

Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

Exemption/Modification (Justification attached; subject to approval).

#### 9.04 Other Insurance Requirements.

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

## 10. RECORDS AND CONFIDENTIALITY.

- 10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11. **NON-DISCRIMINATION.** During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations, which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.
12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.
13. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability, which County may incur because of CONTRACTOR's failure to pay such taxes.
14. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Jim Cook, Economic Development Director	Jo Ann Allen, Manager
Name and Title	Name and Title
Monterey County Workforce Investment Board (WIB) 168 West Alisal Street, 3rd Floor Salinas, CA 93901	Student Support Services, Santa Cruz County Office of Education 400 Encinal Street Santa Cruz, CA 95060
Address	Address
(831) 796-5384	Phone (831) 466-5703
Phone	Phone

## 15. MISCELLANEOUS PROVISIONS.

- 15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

*This space left blank intentionally*

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: Wendy Russell  
Purchasing Officer

Santa Cruz County Office of Education  
Contractor's Business Name\*

Date: 6/18/12

By: [Signature]  
Department Head (if applicable)

By: [Signature]  
(Signature of Chair, President, or Vice-President)\*

Date: 6/18/2012

By: N/A  
Board of Supervisors (if applicable)

Deputy Superintendent  
Name and Title  
Date: 6/6/12

Approved as to Form<sup>1</sup>  
By: Kay Reiman  
County Counsel

By: [Signature]  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

Date: 4/8/12

Approved as to Fiscal Provisions<sup>2</sup>  
By: [Signature]  
Auditor/Controller

Mary Hart, Associate Superintendent  
Name and Title Business  
Date: 6/5/12

Date: 6-8-12

Approved as to Liability Provisions/INSURANCE LANGUAGE

By: [Signature]  
Risk Management

Date: 6/8/12

County Board of Supervisors' Agreement Number: \_\_\_\_\_

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

<sup>1</sup>Approval by County Counsel is required

<sup>2</sup>Approval by Auditor-Controller is required

<sup>3</sup>Approval by Risk Management is necessary only if changes are made in paragraph 8 or 9

JUN 12 2012 [Signature]

**EXHIBIT A**  
**SCOPE OF SERVICES**

**PROGRAM DESIGN NARRATIVE**

Statement of Work

1. Partners and Program Elements:

The Santa Cruz County Office of Education's (SCCOE) Sueños Collaborative has been providing all elements of a WIA Youth program to eligible participants in Santa Cruz County for over 10 years. The partnership has evolved and changed to meet the growing needs of local WIA eligible youth and the workforce community. The Santa Cruz County WIB funded partnership includes the Santa Cruz County Office of Education's Student Support Services Department; The Santa Cruz Community Action Board's Community Restoration Project; University of California, Santa Cruz and Cabrillo Community College's Workstudy programs. In addition, the collaborative has access to academic leveraged resources from Cabrillo Community College; Cal State Monterey Bay; Santa Cruz County Regional Occupational Programs; Santa Cruz County Alternative Schools Programs; Pajaro Valley Unified School District; and Workforce Santa Cruz County Career Center (One-stop). For the purpose of this proposal the collaborative has added a partnership with Shoreline Workforce Development Services in Marina, Monterey Peninsula Unified School District, North Monterey County Unified and the Monterey County Office of Education (MCOE), Student Services Division; MCOE, Coordinator of Homeless/Foster Youth Services. In addition, the Monterey County Office of Education will provide leveraged resources to include recruitment assistance from the County Homeless Student and Foster Youth Liaisons; coordination of referrals from Special Education; access to the many Alternative Education Programs operated by MCOE and any other services the MCOE has to support Monterey County WIA enrolled youth.

Through SCCOE current partnerships and expanded partnership with Shoreline, Monterey Peninsula Unified School District, North Monterey County Unified and MCOE we will be able to provide a Youth Program designed to provide outreach and recruitment services; eligibility assessment; enrollment; objective assessments; Individual Employment Plan/Individual Service Strategies; and innovative career/employment development services. This partnership will serve a broad spectrum of WIA eligible Monterey County, in-school and out-of-school youth (16-21 years of age) with a focused emphasis in the North and Western regions of the county. Specific targeted populations will include youth that are disabled; homeless; out-of-school; offender; receiving Temporary Assistance for Needy Families and in foster care. All nine youth program elements will be accessible to enrolled youth and include access to traditional services as delineated in the proposed RFP and the following innovative services/activities:

The Sueños Collaborative partners will provide Hospitality Tourism and Customer Service (HTCS) Academies designed to meet the certification criteria of WIA Performance for all youth. Each academy will be six to eight weeks long and accommodate up to 12 youth per class. Four to five academies will be provided each year depending on need for a total enrollment of 48 youth. In addition 9 to 10 youth will be enrolled in other certification programs as identified in their ISS to meet individual and WIA performance outcomes. These programs may include ROP, Adult Education, and employment training programs. The Academies will be offered in North and West Monterey County. Each Academy will provide a comprehensive occupational skills/employment development curriculum based on local industry standards approved by employers and aligned with skill competencies from *California Academic Content Standards*; *Secretary's Commission on Achieving Necessary Skills (SCANS)*; and *California Career and Technical Education Standards*. The HTCS Academies will be centered on relevant, reality-based curriculum and objectives related to future employment. The academies will incorporate basic literacy and mathematic instruction aligned with the occupational skills sets; *Who do you Want to be Career Exploration* Activities; and address work readiness skill development through WorkKeys®. All participants will be basic skills pre-tested upon WIA enrollment and basic skills post-tested at appropriate points during the academy. Additional workshops will be provided to Out-of-school youth to fulfill their individual basic skill goal attainments. In addition, each academy shall provide comprehensive school-to-career guidance counseling, homework assistance, study skills, and tutoring in math and English as needed by participants. High School participants who attend Academies can earn high school credit toward a diploma at a rate of 15 hours = 1 credit to a maximum of 10 credits per youth in a project year. Participants that successfully complete the course will earn \$150 incentive and be placed in 100 hours of work experience aligned with their career interest.

Road Trip Nation – Leadership Development and Career Exploration Activities:

The following activities will be available for interested participants, but are not mandated requirements for participation: Sueños Collaborative staff will continue to develop the local Road Trip Nation model that was piloted during the WIA/ARRA Summer Youth Employment Program based on the educational non-profit Road Trip

Nation.org. The Road Trip Nation experience is an interactive, multi-lesson curriculum designed to facilitate self-discovery and give students direction in exploring different passions in their lives. The Road Trip Nation experience helps students identify their interests, make connections in their own communities, break out of their comfort zones, develop 21st century skill sets, and build roadmaps for a life that they are truly passionate about. Four to six participants will be identified as Road Trip leaders every 12 to 16 weeks to participate in the Road Trip Nation. These participants will not only explore their own career or leadership interests – they will produce informational interview videos that can be used in future Sueños workshops, academies as well as the Monterey County One-Stop and local high school career centers. Other leadership activities will include participation in the CSUMB Leon Panetta Institute Lecture Series; field trips to local colleges and universities; career exploration field trips to local large scale business, such as the Monterey Bay Aquarium and the San Jose Tech Museum; and participation in the Extreme Entrepreneurial Tour; to name a few.

2. Locations where the services will be delivered, to include ADA accessibility: Services will be provided at Shoreline Workforce Development Services in Marina Castroville Library, Watsonville Suenos Center, and/or high schools or alternative schools within targeted areas. All government and school districts must adhere to State and Federally requirements for ADA accessibility.

3. How interaction and referrals to other partners are seamless to participants: SCCOE has over 10 years of experience in providing collaborative WIA services to youth through a seamless delivery model. This is accomplished through joint case management meetings to ensure all partners share information about youth, problem solve issues and adhere to the Youth's IEP/ISS goals and performance outcomes. This practice not only provides a smooth transition of services, youth get to observe everyone as a team working together to assist them in meeting their goals.

4. Administrative procedures to be followed: The Santa Cruz County Office of Education will adhere to the Administrative policy and procedures for the delivery of WIA Youth Services as detailed in the RFP. The Santa Cruz County Office of Education (SCCOE) will act as the lead Agency of the expanded Sueños collaborative consisting of all current Sueños partnerships providing services within the Pajaro Valley Unified School District (North Monterey County) and the addition of Shoreline, Marina; Monterey Peninsula Unified School District; North Monterey County Unified; and Monterey County Office of Education. The SCCOE will be responsible for fiscal oversight of the contract; ensure that quality youth services are provided to WIA-eligible youth by all collaborative partners; ensure that all collaborative partners operate their programs in compliance with the terms of the contract and WIA guidelines; provide oversight of all case management; worksite approvals; and work experience components of the program; ensure achievement of all performance measures; provide ongoing oversight of collaborative partners; conduct a formal annual monitoring of its subcontractors following WIA guidelines and using a process approved by the Workforce Investment Board; processing and payment of invoices from its collaborative partners; ensuring that all collaborative partners maintain close working relationships with the One-Stop Career Centers and other community youth services providers in order to support referrals of non-WIA youth to the appropriate resources. The SCCOE has developed a Youth Program Policy and Procedures manual for use by collaborative partners; any new administrative regulations required from the Monterey WIB will be added to the policy and procedures manual.

5. Internal monitoring arrangements, including frequency and check points: Internal monitoring of youth IEP/ISS goals takes place monthly at joint case management meetings with project staff; monitoring of program goals and performance outcomes takes place quarterly at Sueños Collaborative management meetings with partner administrators.

6. Cost effectiveness value that can be assigned to your project: The program will provide a cost effective delivery system by utilizing a multitude of leveraged resources and in-kind support from the programs, services and staff at the Monterey County Office of Education, and the Santa Cruz County Office of Education's existing Sueños Collaborative Partners.

7. Frequency of follow-up activity: Each exited youth is provided one year of follow-up services and supportive services including, but not limited to: job searching, updating resumes, interviewing skills, assistance with enrollment in trainings or school, filling out Financial Aid application and applying for scholarships. Youth are contacted quarterly and asked a series of questions to ensure that needs are met and they are in compliance with common measures. All information is tracked through the VOS System. Youth will transition to the next level of their life plan not even knowing there has been a shift in the service delivery model. Throughout the development of the youth's service delivery plan, follow-up needs and services will be identified and planned for. All youth will be assisted in meeting their personnel long-term goals and WIA performance outcomes.

8. Outreach strategies to engage community partners, stakeholders, and potential participants: Sueños Collaborative Partners will work together to provide a variety of outreach activities throughout the county with an emphasis on young people between the ages of 14 through 21 residing in the Northern and Western Regions of Monterey County, who meet the criteria for low income and fall within the identified local WIB targeted youth population groups of disabled;

homeless; out-of-school; offender; TANF; and Foster Services. Activities will include, but are not limited to: providing program information on Workforce Investment Board of Monterey County Website; Monterey County Office of Education website; flyers posted at One-Stop Career Centers, targeted high schools and youth serving agencies; information sharing at career center meetings and other community collaborative meetings; booths at job fairs/teen fairs. Other methods include advertisement in local newspapers, radio PSAs and feature stories on local news stations.

9. Ability to assess prospective work experience and training participants using the WorkKeys® Readiness Indicator tool to determine an individual's readiness for WorkKeys® testing and refer participant to Worldwide Interactive Network (WIN) remediation training: All locations identified for service delivery have access to computers for participants to use. The SCCOE staff have just begun to investigate the WorkKeys® system and are planning to schedule additional training through the Central Coast Career Readiness Consortium. However, at this time WorkKeys is not a part of our process as it does not meet any WIA youth performance measures – but we are investigating how to incorporate process into services.

10. Ability to complete WIA eligibility verification, assessment, case management and job placement of youth with barriers: The SCCOE Sueños staff have years of experience in WIA eligibility verification, objective assessments, case management and job placement of youth with barriers. We have successfully served Foster youth, adjudicated youth, special needs youth, low-income youth, Latino youth, and homeless youth with a multitude of barriers. Through our pre-referral, intake, orientation and assessment process we have been successful in identifying WIA eligible youth and assist them in meeting their individual goals and WIA performance outcomes. Our motto is "*rigor, relevance and relationships*". The program must be rigorous to keep the youth engaged, relevant to their current life situation/future goals, and most importantly allow for the development of meaningful relationships to sustain lifestyle changes.

Organizational Capability

1. Lead Agency(s) experience in operating and overseeing a comparable program (Specific examples of prior accomplishments and outcomes should be included): In partnership since July 2000, the Santa Cruz County Office of Education and the Santa Cruz County WIB's Sueños Collaborative have developed the organizational and technological infrastructure needed to report performance benchmarks, maintain fiscal records, and complete required monitoring and audits by the state. The SCCOE, Santa Cruz WIB and Sueños Collaborative have many years of experience using the Virtual Career Center (VOS) system, and other computer programs in order to maintain accurate expenditure, participant, and outcome records. The Santa Cruz WIB and Sueños Collaborative have also been consistently responsive to reviewer's requests, providing reasonable and timely access to records and staff, facilitating access to subcontractors, and communicating with reviewers in a timely manner. All reviews have shown that the WIB and their Sueños Collaborative partners have implemented an effective program and used funds properly. The State of Compliance Review Monitor recently reported to the Santa Cruz WIB director that the Sueños files and case management practices were the most comprehensive he had ever seen and that all staff had a clear understanding of WIA regulations.

2. Identify key program and fiscal personnel responsible for your proposed organization and the percent of time dedicated to the program: SCCOE will act as the lead agency for Sueños Collaborative and will provide a designated *Financial analyst* to monitor compliance with all state and federal requirements, process all requests for payments, track all spending, provide monthly fiscal reports to the Project manager. The SCCOE will provide the project with access to its facilities and resources, including additional fiscal, administrative and accounting oversight and support; insurance; annual independent audit; conference rooms; equipment; software; communications networks; and mail distribution systems. The SCCOE will recruit, hire and train all program staff and oversee any contracts with community partners. Proposal funded staff will include 1 FTE Project Specialists/Academy Instructors to provide eligibility verification, assessment, case management, worksite recruitment and job placement services and HTSC Academy instruction.

3. Capacity to manage state/federal grants and provide on-site monitoring of financial and other systems required to administer state/federal grants: The Santa Cruz County Office of Education (SCCOE) is well positioned to provide the fiscal and managerial oversight of the proposed WIA Youth Program. Under the leadership of the County Board of Education and Superintendent of Schools, the Santa Cruz County Office of Education (SCCOE) is a public agency whose purpose is to provide educational leadership, resources and services to schools to ensure quality educational opportunities for all students. The SCCOE plays a crucial role in the financial partnership between the State of California, the California Department of Education and the local school districts. Most of the approximately \$200 million coming through the SCCOE is allocated by the State to schools on a per student basis called ADA (Average Daily Attendance).

4. Previous work history, background, and capacity of staff to administer this program: The SCCOE and the Student Support Service Department has successfully administered over twenty state and federal grants during the past decade, including ten currently funded grants that include an annual Workforce Investment Act grant for \$1,066,000 that

provides work-readiness and job training to over three hundred diverse at-risk youth each year; a \$1,300,000 + ARRA Summer Youth Employment Program that served over 750 youth with summer jobs and work readiness certification; and an Office of Safe and Drug Free Schools Grant to Reduce Alcohol Abuse among teens for \$450,000 that provides a comprehensive continuum of services to targeted high schools. The SCCOE has one year of experience providing services to Monterey County Youth.

5. Demonstrated success with providing the nine (9) youth program elements and services: The SCCOE has demonstrated success in providing all 10 WIA youth program elements over the past 10 years. See attached letter of support from Santa Cruz WIB Director

6. Demonstrated success with the employability of youth with barriers: The Sueños Collaborative through the leadership of the SCCOE and in partnership with the Community Action Board's Community Restoration Project and Women's Ventures program has been able to provide both subsidized and unsubsidized employment to adjudicated youth; foster youth; and youth at-risk of gang involvement, as well as the full breadth of WIA eligible youth with a multitude of barriers. Of the current 252 youth are in follow-up services; 46% of exited youth have entered employment; Production jobs, office/clerical, and customer service jobs); 60% of exited youth have entered post-secondary education. We have demonstrated enrollment success with our current MWIB contract.

#### **1. AVAILABILITY OF PROGRAM ELEMENTS:**

Program services will be made available to youth who are: 16 to 21 years of age; in school or out of school; residents of Monterey County with a primary focus on North and West Monterey County; from low-income families; have educational barriers; at-risk, with one or more WIA-eligibility defined barriers.

**Santa Cruz County Office of Education (SCCOE) Sueños Collaborative Partnership** will provide services at the Sueños Wastonville Career Center; Castroville Library; Shoreline Workforce Development Center in Marina; Monterey Peninsula Unified School District; North Monterey County Unified School District; and other high schools or alternative schools within targeted areas. All government and school districts must adhere to State and Federally requirements for ADA accessibility. SCCOE AND MCCOE are able to accommodate special-needs youth, including those with most physical, psychiatric, and/or developmental disabilities through their current partnerships with Special Education Programs and Regional Centers.

#### **Youth Population Employment Barriers and Resolutions:**

**SCCOE Sueños Collaborative Partnership** will enroll program Participants residing in Monterey County eligible for WIA Title I Youth Services. The **Partnership** will target a population with substantial barriers to employment, including those identified in WIA legislation. Through SCCOE current partnerships we will be able to provide a Youth Program designed to provide outreach and recruitment services; eligibility assessment; enrollment; objective assessments; Individual Employment Plan/Individual Service Strategies; and innovative career/employment development services. This partnership will serve a broad spectrum of WIA eligible Monterey County, in-school and out-of-school youth (16-21 years of age) with a focused emphasis in the North and West regions of the county. Specific targeted populations will include youth that are disabled; homeless; out-of-school; truant; offender; receiving Temporary Assistance for Needy Families and in foster care. An internal self-audit tool will be utilized for monthly tracking of enrollments adjusting recruitment as necessary to achieve the youth service goals. Documentation of outreach and recruitment will be kept in support of efforts to meet the WIB service strategy goals. SCCOE will track the geographic areas of enrolled participants to ensure that targeted geographic areas are being effectively served.

#### **Strategy for Serving Youth with Barriers:**

**Partnership** staffs have experience in WIA eligibility verification, objective assessments, case management and job placement of youth with barriers. We have successfully served Foster youth, adjudicated youth, special needs youth, low-income youth, Latino youth, and homeless youth with a multitude of barriers. Through our pre-referral, intake, orientation and assessment process we have been successful in identifying WIA eligible youth and assist them in meeting their individual goals and WIA performance outcomes. The staff will meet on a monthly basis with partnering agencies and the Wastonville Sueños staff to discuss program deliverables and how the partnership can work together to enhance the services provided through their collective agreements to meet the needs of participants. At these monthly meetings the SCCOE Sueños program manager will identify specific contract deliverables and monitor all partners in meeting expected outcomes. SCCOE has over 10 years of experience in providing collaborative WIA services to youth through a seamless delivery model. This is accomplished through joint case management meetings to ensure all partners share information about youth, problem solve issues and

adhere to the Youth's IEP/ISS goals and performance outcomes. This practice not only provides a smooth transition of services, youth get to observe everyone as a team working together to assist them in meeting their goals.

## **2. COLLABORATION / SERVICES INTEGRATION**

Santa Cruz County Office of Education's (SCCOE) Sueños Collaborative has been providing all elements of a WIA Youth program to eligible participants in Santa Cruz County for over 10 years. The partnership has evolved and changed to meet the growing needs of local WIA eligible youth and the workforce community. The Santa Cruz County WIB funded partnership includes the Santa Cruz County Office of Education's Student Support Services Department; The Santa Cruz Community Action Board's Community Restoration Project; University of California, Santa Cruz and Cabrillo Community College's Workstudy programs. In addition, the collaborative has access to academic leveraged resources from Cabrillo Community College; Cal State Monterey Bay; Santa Cruz County Regional Occupational Programs; Santa Cruz County Alternative Schools Programs; Pajaro Valley Unified School District; and Workforce Santa Cruz County Career Center (One-stop). For the purpose of this proposal the collaborative has added the Monterey County Office of Education (MCOE), Student Services Division; MCOE, Coordinator of Homeless/Foster Youth Services; Monterey Peninsula Unified School District; North Monterey County Unified; and Shoreline Workforce Development Services in Marina. In addition, the Monterey County Office of Education will provide leveraged resources to include recruitment assistance from the County Homeless Student and Foster Youth Liaisons; coordination of referrals from Special Education; access to the many Alternative Education Programs operated by MCOE and any other services the MCOE has to support Monterey County WIA enrolled youth.

Through this expanded partnership, participants will have access and/or referral to a variety of services to augment and support their Sueños program activities, available through the comprehensive service delivery system of our collaborative partners. Through the regional partnerships of the SCCOE and the local partnerships of the MCOE and the MWIB, participants will be able to access a full range of services from local agencies and organizations included but not limited to:

Alcoholic's Anonymous	Genesis House	Salvation Army
Behavioral Health	Griefbusters	Arbor Career Center
CA. Dept. of Corrections and Rehab.	Housing Authority	Second Chance
Center for Employment Training	John XXIII AIDS Ministry	Boys & Girls Club
CHISPA	Monterey County Office for Employment Training	Shelter Plus
Clinica de Salud del Valle de Salinas	Narcotics Anonymous	Shoreline Occupational Center
Community Human Services	Natividad Medical Center	St. Vincent de Paul's
County Sheriff's Department	Office of Education	Suicide Prevention Center
Department of Social & Employment Services	Partners for Peace	Sun Street Center
Door to Hope	Planned Parenthood	Sunrise House
Dorothy's Place	Police Activities League (PAL)	The Foundation for Honey's Children
Employment Development Department	Probation Department	Trucha, Inc.
Food Bank of Monterey County	Project Literacy	Unity Care
Freedom Reins	U.S. Immigration & Naturalization Service	Victim/Offender Reconcil. Program
	Rancho Cielo	Victory Outreach
	Rape Crisis Center	WIC Program
		Women's Crisis Center

### **Education and Training Linkages:**

The SCCOE Sueños Collaborative Partnership is comprised of two lead educational entities from the region. Both the SCCOE and MCOE (in-kind support) have connections to a wide array of alternative education, special education and post-secondary education/training opportunities that include public and private high schools; regional occupational programs; community colleges; UCSC; CSUMB; California Conservation Corps; Job Corps; Adult Schools; and other regional vocational training programs. They are both leaders and innovators at the regional, state and federal level in regard to incorporation of career technical skills into K-12 school settings. Both are assisting local school districts to implement the Common Core Standards and Career Technical Education Foundation Workplace skill standards. Which are summarized below.

### **Common Core Standards**

In 2009, the Council of Chief State School Officers and the National Governors Association for Best Practices committed to developing a set of standards that would help prepare students for success in college and career. The first step in this process was the development of the College and Career Readiness standards. These later became the foundation for the Common Core State Standards.

#### **Career Technical Education Foundation Workplace Skill Standards**

The Workplace Skills Standards are designed to be integrated into the traditional curriculum at all levels and are most effectively learned in the context of an integrated effort involving parents, educators, business partners, and members of the community. Student acquisition of critical workplace skills, with an emphasis on application, is a developmental process, which encompasses an individual's entire lifetime. The demonstration of these skills is essential for individuals and contributes to the foundation of an educated citizenry.

### **3. DEVELOPMENT OF EMPLOYER RELATIONS**

The selection of a worksite for paid and/or unpaid WEX(s) is determined by the needs of the participant/employer and the high-demand/industry cluster occupations. The employer agrees to provide work-related activities for the participant(s) to develop basic work habits, learn occupational skills, and gain usable "Work Experience" to promote future employment at the worksite. "Work Experience" activities will not reduce current employee's work hours, displace current employees or create a lay-off of current employees, impair existing contract or collective bargaining agreements, and/or infringe upon the promotional opportunities of current employees.

In selecting businesses/employers as potential worksites, the **Sueños Partnership** shall identify and work closely with employers that can successfully mentor youth and help them learn transferable job skills. Employer screening will be accomplished through on-site interviews with company representatives. **The Sueños Partnership** shall identify appropriate employers for limited English proficient participants. **Sueños Collaborative partners** shall verify as part of its selection of an employer with which to place a youth that the employer has:

- Business license for any new business added to the worksite database/list that shall be maintained by Partnership
- Identifiable job with corresponding equipment, materials and supervision to perform the training;
- Ability to commit to skill training outline;
- Ability to assist in the development of marketable skills for a youth;
- Ability to support assurances in the worksite agreement;
- Provide an environment that is safe for the youth, including meeting child labor laws and OSHA standards.

**Sueños Collaborative partners** must select employers who provide training in identified skills and meaningful employment in fields that appear on the WIB-approved list of demand occupations, which is incorporated into this document by reference herein.

**Sueños Collaborative partners** shall select employers that train participants in skills that are transferable to other jobs and complement the interests and aptitudes of the youth. North Monterey County is the preferred location for potential worksites but worksites in other areas of the county may be selected in order to meet needs documented in the I.S.S. that cannot be met for the youth closer to home.

**Sueños Collaborative partners** shall use a worksite agreement approved by the Monterey County Workforce Investment Board that must be signed by the worksite mentor/supervisor (or authorized signatory) prior to placement of youth at any worksite. It shall be the responsibility of **Sueños Collaborative partners** to maintain these agreements. **Sueños Collaborative partners** shall be responsible for assuring that the:

- The worksite placement is as closely matched to the participant's occupational (and academic) interest and documenting the match/placement in the youth's file;
- The worksite placement is matched to the participant's required working conditions;
- The worksite placement is well matched to the skills the participant needs to acquire in order to build employment skills; and
- The worksite placement complements the youth's academic endeavors and promotes success in school.

### **4. PROGRAM DESIGN ELEMENTS - NINE PROGRAM ELEMENTS**

The **SCCOE Sueños Collaborative Partnership** provides access to all Nine Program Elements that address Participants' personal barriers, support their educational goals and offer opportunities to explore career interests, develop employment skills, and secure and retain employment. As the Lead Agency managing program delivery, the SCCOE will ensure Youth

access to the full range of services through a combination of **Sueños Collaborative Partnership** activities, and linkages with experienced services providers. The **Partnership** utilizes an innovative approach that incorporates program elements into a comprehensive occupational skills academy.

### **Occupational Skills Certification Academy:**

The Sueños Collaborative partners will provide Hospitality Tourism and Customer Service (HTCS) Academies designed to meet the certification criteria of WIA Performance for all youth. Each academy will be six to eight weeks long and accommodate 12 youth per class. Four (4) academies will be provided each year – 1 per quarter for a total enrollment of 48 youth. An additional 9 to 10 youth will be enrolled in other certification programs as identified in their ISS to meet individual and WIA performance outcomes. These programs may include ROP, Adult Education, and employment training programs. The Academies will be offered in North and West Monterey County. Each Academy will provide a comprehensive occupational skills/employment development curriculum based on local industry standards approved by employers and aligned with skill competencies from *California Academic Content Standards*; *Secretary's Commission on Achieving Necessary Skills (SCANS)*; and *California Career and Technical Education Standards*. The HTCS Academies will be centered on relevant, reality-based curriculum and objectives related to future employment. The academies will incorporate basic literacy and mathematic instruction aligned with the occupational skills sets; *Who do you Want to be Career Exploration* Activities; and address work readiness skill development through WorkKeys®. All participants will be basic skills pre-tested upon WIA enrollment and basic skills post-tested at appropriate points during the academy. Additional workshops will be provided to Out-of-school youth to fulfill their individual basic skill goal attainments. In addition, each academy shall provide comprehensive school-to-career guidance counseling, homework assistance, study skills, and tutoring in math and English as needed by participants. High School participants who attend Academies can earn high school credit toward a diploma at a rate of 15 hours = 1 credit to a maximum of 10 credits per youth in a project year. Participants that successfully complete the course will earn \$150 incentive and be placed in 100 hours of work experience aligned with their career interest.

### **Tutoring and Study Skills:**

In addition to the tutoring and study skills offered as part of the HTCS academies, the **Suenos Collaborative Partnership** shall provide one or more of the following: individual or small group tutoring in math and reading, study skills, opportunities for mentor training and interaction, special school-to-career projects, and leadership activities depending on the needs of the individual youth enrolled in the program. The **Partnership** shall also provide tutoring at various school sites and integrate into existing, non-WIA funded after-school tutorial programs offered within the community on an as needed basis. The **Sueños Collaborative Partnership** shall also provide tutoring one-on-one to meet individual participant needs.

### **Alternative Secondary School Offerings:**

Upon registration, **Sueños Collaborative Partnership** shall refer out of school younger youth to alternative education programs. These alternative programs will include the HTCS program outlined above, Monterey County Office of Education's Alternative Education Programs, Regional Occupational Programs, Pajaro Valley Unified School District's (PVUSD) Alternative Programs, and Adult education. Post-secondary enrollment in CET, local community colleges and Job Corps will also be facilitated. **Sueños Collaborative Partnership** shall provide case management support to participants to ensure enrollment, attendance and success in any school program.

## **5. PRE-ENROLLMENT ACTIVITIES**

### **Outreach / Recruitment:**

**Outreach** is the process of informing the community, especially at-risk youth, about WIA youth services. Sueños Collaborative Partners will work together to provide a variety of outreach activities throughout the county with an emphasis on young people between the ages of 14 through 21 residing in the Northern and West Regions of Monterey County, who meet the criteria for low income and fall within the identified local WIB targeted youth population groups of disabled; homeless; out-of-school; offender; TANF; and Foster Services. Activities will include, but are not limited to: providing program information on Workforce Investment Board of Monterey County Website; Monterey County Office of Education website; flyers posted at One-Stop Career Centers, targeted high schools and youth serving agencies; information sharing at career center meetings and other community collaborative meetings; booths at job fairs/teen fairs. Other methods include advertisement in local newspapers, radio PSAs and feature stories on local news stations.

**Recruitment** is the process of getting youth who are potentially eligible and suitable for WIA youth services to enter and participate in the WIA youth services program. Specific recruitment is provided to agencies or individuals that might assist in identifying WIA eligible youth. This includes presentations to foster youth advocates and social workers; high school

guidance counselors; probation officers. However, the most successful recruitment method is through word of mouth from current or past participants. This method generates up to 50 referrals a month. In addition, partners from social services refer eligible youth to the program and staff sends flyers to Cal works recipients. Foster Youth and Probation Youth are two-targeted population within the county that have a specialized recruitment process with a single point of contact. This process allows for the pre-screening of at-risk youth to expedite the WIA eligibility paperwork for the most vulnerable youth.

### **Initial Assessment:**

*A Pre-screening Application* is completed by a potential youth participant and dropped off at one of the designated service sites. Sueños Collaborative staff review applications for qualifying youth. Sample areas reviewed are for low-income status; zip code targets; foster youth; ethnic minority; and CalWorks recipient. Youth who are pre-screened for WIA qualifications are invited to bring all required documents to the 1<sup>st</sup> Assessment. Any youth that does not qualify through the pre-screening application will then be referred to other programs that might better meet his or her needs.

### **Intake/Eligibility Assessments:**

**1<sup>st</sup> Assessment** provides potential youth participants a thorough explanation of the program and participation requirements. Youth participants complete county Workforce Investment applications and program documents. Youth provide staff with all necessary eligibility documentation requested through 1<sup>st</sup> Assessment invitation. Copies of eligibility documentation are taken for proof of program qualification and placed in youth file and noted in VOS. CASA's Pre-Appraisal is administered to determine if youth is basic skills deficient. Youth with all eligibility documentation are invited to 2<sup>nd</sup> Assessment.

Youth with missing eligibility documentation get a one-on-one appointment with staff to complete eligibility requirements and provide missing documents. Once eligibility documentation is complete youth is invited to 2nd Assessment. At the end of 1<sup>st</sup> assessment or at the beginning of 2<sup>nd</sup> Assessment a youth's suitability for the program is determine.

*Suitability* is determined during 1<sup>st</sup> or 2<sup>nd</sup> Assessment. Not all youth who seek WIA-funded services will be suitable for the program, *at that given time*. The youth may have a problem or barrier that WIA services will not resolve. The Sueños Collaborative staff must adequately assess suitability by gleaning critical information from the youth. For example, the youth may only want employment (summer, WEX, etc.) but is not interested in occupational training, work readiness training, etc. The youth's expectations differ than the program's expectations.

*Eligibility* must be determined prior to providing services to the participant in order to comply with WIA requirements. The term "eligible youth" means an individual who is:

- A low-income as defined by Public Law
- Not younger than age 14 and not older than age 21
- A Citizen or Resident Alien with a Right to Work status
- Registered with Selective Service if a male between 18 to 21 years of age
- An individual with one or more of the following barriers:
  - Deficient in basic literacy skills as defined to include either:
    - Computes or solves problems, reads, writes, or speaks English at or below grade level 8.9
    - Is unable to compute or solve problems, read, write, or speak English at a level necessary to function on the job, in the individual's family, or in society
  - Homeless, runaway, or foster child
  - Pregnant or a parent
  - Drop Out
  - Offender
  - Local criteria
  -

### **Enrollment:**

All youth applicants who receive Sueños Collaborative Youth Program services must be determined eligible and enrolled into the first WIA funded activity, which is the Objective Assessment. The VOS application must be signed by the youth Sueños staff and youth participant prior to the first WIA funded activity. The signed application must be attached to the official VOS application once data entry and verification screens have been completed.

After eligibility is determined and the VOS application is completed, enrollment into the Sueños Program is accomplished by creating an activity record in the Virtual One Stop System. The youth provider must begin the first activity within 45 days of the eligibility date. There must be no more than a 45-day lapse between the eligibility date and participation date. The official participation date is the date of the first WIA funded activity/service.

Sueños Youth Program services include the Objective Assessment, Individual Service Strategy (ISS); the nine program elements; and plan to meet WIA Common Measures upon program exit. Sueños Program services may include the following items:

1. Objective Assessment Development of an ISS to design service mix in order to address the 10 WIA elements as needed and deemed appropriate
2. Nine program elements, which is determined by the service mix
  - a. Tutoring, study skills training, and instruction leading to secondary school completion including drop out prevention strategies
  - b. Alternative Secondary School
  - c. Paid and unpaid Work Experience
  - d. Occupational Skills Training
  - e. Leadership Development
  - f. Supportive Services
  - g. Adult Mentoring
  - h. Comprehensive Guidance and Counseling
  - i. Follow-Up Services
3. An exit strategy to meet WIA performance and individual participant goals at program completion
  - a. Placement in unsubsidized employment, post-secondary education or the military
  - b. Attainment of a Degree, certificate or diploma
  - c. Literacy and Numeracy gains for Out of School Youth

Once youth's enrollment is complete the youth is referred to Work Experience Workshops and/or Certification Program depending on ISS goals.

**Information / Referral for Ineligible Individuals:**

If the Sueños Project Specialist determines that an individual does not meet program enrollment requirements or is not eligible for WIA intensive services, he/she will be offered assistance in accessing another county service entity that better suits their present needs. Non-eligible individuals are not merely given telephone numbers and sent on their way. The project specialist and Sueños Program staff will work closely with the youth, their supervising agent and family in this referral process. If a youth is eligible but in need of short-term remediation before services can be of benefit, the Project Specialist will arrange for suitable services, with the objective of reassessment for the Sueños Youth Employment Program.

Youth will be referred to appropriate providers for any services not directly offered through the Sueños Collaborative Partnership, to ensure all nine Program Elements delineated in the WIA Request for Proposal will be included in services delivered.

**6. WIA YOUTH PARTICIPANT ACTIVITIES**

**Objective Assessment:**

Objective Assessment is always the first WIA funded activity. As a result of the objective assessment process, the participant will learn more about his/her skills, knowledge, and abilities in relation to secondary and post secondary school education goals, vocational training goals, and/or career goals. The Sueños Collaborative program staff will learn about the participant's educational levels; work readiness and prior work experience strengths and abilities; barriers that may hinder returning/remaining in school to complete basic education, hinder occupational skills training or hinder obtaining/retaining employment. Determining educational skills will also assist the staff with determining goals for skill attainment.

An objective assessment of skill levels and service needs of each participant is to be completed. This assessment shall include an examination of basic skills, occupational skills, educational background, prior work experience, employability, interests, aptitudes, attitudes towards work, motivation, behavioral patterns affecting employment potential, supportive service needs, developmental needs, leadership needs, and family situation. The assessment shall include an evaluation of the participant's barriers to employment including financial resources and supportive service needs. The assessment is used by the Sueños Project Specialist to develop an Individual Service Strategy (ISS) to identify and provide a method to obtain employment and accomplish education and training goals.

Younger youth (ages 14 through 18) shall be assessed using standardized evaluation tools for deficiencies in basic, occupational and work readiness skills to establish goals for the required Workforce Investment Act (WIA) Skills Attainment Performance Measure.

Older youth (ages 19 through 21) are assessed with a focus on education and/or employment. Barriers to employment and

training are evaluated and take into account participant's family situation, work history, education, occupational skills, interests, attitudes toward work, motivation, behavior patterns affecting employment potential, financial resources, supportive service needs, and personal employment information as it relates to the local labor market.

The objective assessment is client-centered, diagnostic approach to evaluate the needs of participants without regard to services or training programs available. The objective assessment process begins with an interaction between the participant and youth program service provider and resulting in a mutually developed ISS, which is the plan of action for training and/or services. *This process may include structured interviews, written tests, performance tests (i.e. skills and/or work samples including those that measure interest and capability to train in nontraditional employment), behavior observations, interest and/or attitude inventories, career guidance instruments, aptitude test, and basic skills test.*

The objective assessment shall include, as appropriate, assisting the participant to establish eligibility for Pell Grants, student loans and other forms of financial aid. This examination of the capabilities, vocational potential, barriers to employment, and supportive service needs of a participant is to be used to develop a realistic employment goal and a service strategy. The objective assessment is an ongoing process and should not be viewed as a one-time event, even though the activity may be closed in VOS upon completion. The objective assessment is to be revised regularly when additional needs are identified or goals achieved.

A new comprehensive objective assessment is not required if the youth program service provider determines it is appropriate to use a recent assessment conducted under another education or training program, provided that the assessment has been completed within six months of application for services. All youth program service providers and partners shall accept the assessment outcomes and data of other service collaborators as long as the necessary, accurate and appropriate information is provided, can be translated into a grade level equivalency, and be repeatable for post- testing.

## 2<sup>nd</sup> Assessment

- A thorough explanation of the program and participation requirements is provided to youth for the second time.
- The ability for the youth to benefit from the program is discussed to determine that the program is a good fit for youth's needs/barriers.
- Youth are given an opportunity to ask questions and decide whether they would like to move forward with their commitment to program participation.
- An ISS, identifying needs/barriers/interests, is developed with youth. Planned services offered to youth are based on ISS.
- CASA's Pre-Assessment is administered.
- A quick questionnaire is given to assess educational and employment history, career interests, youth skills/strengths, family environment, etc.
- Youth better served by the Community Action Board (CAB) are identified and a referral is made .
- Youth is set up with next appointment, which is usually a Work Experience Workshop and/or Career Exploration Workshop.
- 

## Work Experience Workshop

- Human Resources and payroll documentation is filled out.
- Introduction to work readiness information is provided such as; worksite rules and regulations, dress code, time sheets samples, and expectations about confidentiality.
- Youth 18 and over are given appointments for fingerprinting and are provided with a TB Test Voucher for Doctor's on Duty as part of work experience eligibility.
- Work Readiness Pre-Assessment is administered.
- Youth are then referred to a Certificate program (HTCS or other based on ISS)

Assessment will start with the first contact the youth Participant makes and continue throughout all service delivery to foster growth and adapt program activities to changing needs.

## **Individual Service Strategy (ISS):**

Comprehensive Individual Service Strategies (ISS) should be developed to include career, educational, and developmental goals, both short-term and long-term. ISS goals and strategies should be updated as short-term goals are achieved or the youth's needs change. Career goals for younger youth are age appropriate and may identify a *career interest* that can be developed into a career goal. Goals may change as a youth ages and interests broaden as a result of participation in workforce development activities, which must be reflected in an ISS revision and documented in VOS case notes. Skill attainment goals should be established for all out-of-school youth needing literacy and numeracy skills development, which is determined by CASAS.

The ISS is the basis for the entire case management strategy. The ISS shall be developed in partnership (mutually agreed) with

the participant and reflect the needs indicated by the objective assessment and the expressed interests and desires of the participant. The ISS is the framework for justifying decisions concerning the appropriate service mix and sequence of services. A plan of action is developed as part of the ISS for the following:

- Identify academic competencies to be achieved, (i.e. preparation for post- secondary educational opportunities)
- Determine the type of occupational and basic skills training to be provided, (i.e. strong linkages between academic and occupational learning)
- Identify employment opportunities (including nontraditional employment in appropriate circumstances)
- Determine the provision of support services
- Preparation for unsubsidized employment
- Identify a minimum of one of the ten required program elements
- Establish the achievement goals under WIA Common Measures:

The ISS should be reviewed and updated periodically to reflect the participant's progress in meeting the objectives of the ISS including progress in acquiring basic and occupational skills and the adequacy of the supportive services provided. The ISS is reviewed with the participant a minimum of once every 30 days and modifications are made when needed. If modifications are made, an ISS Revision must be developed and signed. The hard copy case file and VOS case notes are updated to reflect the redevelopment of the ISS.

The Individual Service Strategy (ISS) is reviewed with the participant a minimum of once every 30 days; therefore, the ISS activity in VOS can not be the *only* activity opened for more than 60 consecutive days. Engaging or reengaging the youth to decide on the next WIA activities to be achieved should not take more than 60 days. An open ISS activity over 60 consecutive days must be accompanied by one of the following activities:

- Basic Skills Training
- Alternative Secondary School
- Summer Employment
- Tutoring Study Skills
- Leadership Development
- Adult Mentoring
- Occupational Skills Training (ROP, Adult Ed, HTCS Academy)
- Comprehensive Counseling
- Job Search and Placement
- Paid or unpaid Work Experience (WEX)

The youth's ISS is the key tool used to track skill attainment and the successful completion of short and long-term goals, which will lead to positive performance outcomes. An effective ISS plays a critical role in ensuring that the participant stays engaged and is retained in the Sueños Collaborative Youth Program until completion of goals. Case notes must be entered in Virtual Career Center (VOS) relating to the ISS process, which includes but not limited to the development, redevelopment, implementation, and achievements made by the participant.

**Understanding the Purpose:** The ISS is developed using the information provided from the Objective Assessment(s). The ISS will identify and justify the sequence of each service. The ISS will indicate any need for supportive services to assist with barriers to employment and education goals and training. The ISS reflects a continuum of services that will lead to an employment/education goal for Older Youth, and an employment/education and skills attainment goal for Younger Youth.

The ISS is a client centered partnership agreement that documents the expressed interests and assessed needs of the participant. The ISS is intended to be a flexible, living document to guide/record the evolving plans and circumstances of the participant, and to document discussions and decision-making performed interactively with the participant. The ISS is a case management tool and not a formal contract.

#### **Case Management:**

All youth will receive comprehensive Case Management to ensure that they have access to all needed services and these services are effectively coordinated. Case Management will cover the preparation and coordination of the Individual Success Strategy for Participants, which are developed with the youth, relevant family members and other appropriate collaborative personnel to shape a unified service plan.

As part of Case Management, the Sueños collaborative partnership staff will conduct weekly staff meetings to review each Participant's progress. Evaluations will be documented in case notes and a consensus reached in service delivery strategy for the upcoming week; activities will be structured or modified to respond flexibly as young people progress through the program. Case Management continues through the follow-up stages. It is an integral part of youth development, vital to a trusting and responsible relationship that enables staff to provide optimum support throughout all phases of the Employment

Program.

### **Supportive Services:**

Sueños Collaborative partners will provide information and referral for Participants needing Supportive Services, starting with Outreach/Recruitment. Supportive Services include assistance with child care and dependent care costs, assistance with housing costs, referrals to medical services, assistance with uniforms or other appropriate work attire and work-related tool costs, including such items as eye glasses and protective eye gear.

Supportive Services needs will be determined by comprehensive assessment and participant's self-report or that of family or guardian. Participant's needs will also be determined by collaborative agency input, staff assessment, and the requirements of client's school or work.

The majority of clients will need some assistance with clothing for job interviews, and most will need assistance with transportation. Attempts will be made to find donors for these services; however, supportive service needs that cannot be met through any other means will be provided through program funds.

Training for Participants in finances and money management is integrated into the support service delivery system. Participants are taught how to plan for their needs with an introduction to budgeting and management of resources in mind. Support service expenditures will be pre-approved and closely monitored by the Program Director and will be tracked in the Agency's MIS and accounting systems.

## **4. PARTICIPANT TRAINING**

The HTCS certificate program incorporate the following:

1. **Pre-employment Skills** – Start portfolio development • Interviewing techniques, job search techniques • Preparing applications and cover letters, identifying transferable skills, resume development • Reference selection, job search techniques • Employer expectations, job survival • Identifying job-related/training-related skills • Identifying self-management skills • Occupational exploration, phone usage, writing, computer, and basic office machine skills.
2. **Marketable Work Habits** – Grooming • Making a good impression • First days on the job, learning styles • Asserting yourself on the job • Working effectively with a supervisor, mentoring, getting along with co-workers, teamwork • Conflict resolution, welcoming diversity • Payroll information and enrollment • Reliability, punctuality and attendance ethics • Workplace culture • Learning to do the job, getting ahead on the job, leaving a job.
3. **Labor Market Education** – Starting with the local labor market, expand information to include the tri-county area and beyond. Introduce the global outlook and correlate to the student's career goals. Computer instruction and community resource education for student self-directed labor market exploration.
4. **Work Experience** – Based on the Participant's Individual Success Plans, the Sueños Project Specialist will seek Work Experience (WEX) Opportunities with private, for-profit organizations as well as the non-profit and public sector. WEX will be developed only for Participants who have completed an HTCS or other Certification programs such as ROP or adult education. Although designed to primarily benefit the Participant rather than the employer, it is anticipated that the employer will recognize the rewards of helping young people gain a knowledgeable introduction to the world of work and its requirements. Work Experience assignments will also be designed to assure that our Participants acquire the knowledge and skills needed to obtain a job and advance in their chosen employment field. WEX opportunities will be developed as youth are being prepared for employment to expedite their placement and maximize the benefits of this service. Work experience will be subsidized and include the following elements: Marketable work habits, exploration of individually run businesses, industry exposure, service learning opportunities, increasing ability to perform complex tasks, community service, and blending academic and work skills.

Guest speakers and field trips are an integral part of all the services. They provide expanded opportunities for career and lifestyle exploration.

### **Participant Referral to Work Experience Site:**

Sueños Collaborative staff shall use the assessment process to ascertain a youth's interests and aptitudes and to make placements at work sites accordingly. Youth who have completed a certification program qualify for 100 hours of paid work experience with the following guidelines and supportive services:

- Youth 18 and over need to be fingerprinted and TB Tested
- 16-18 year old youth get paid \$8.00, 18 year old HS Graduates and 19-21 year olds get paid \$10.46.
- Youth 16 and 17 need to have a valid work permit.
- Youth are provided \$75 of professional attire.
- Transportation assistance (bus pass) is provided if needed.

Work Experience placements are picked by youth according to their career interest and future goals. Work experience

sites are both nonprofit and private organizations that are interested in mentoring a youth. Once youth identify their career interest staff will develop a worksite by recruiting companies or organizations in that field. Staff also focuses on high wage - high demand jobs. Participating worksite supervisors also refer new organizations/agencies to the program. The following steps outline the process:

- Youth meet with Work Experience Specialist and discuss worksite options. Payroll and timesheet information is also discussed.
- Youth is provided information on the worksite and Work Experience Specialist sets up a job interview for youth.
- When youth starts work experience they are provided with a work experience packet that includes; copies of timesheets, rules and regulations, emergency contact information for youth, locations to take youth in case of a medical emergency, and job evaluations.

When youth have completed work experience hours they are referred to unsubsidized job search, post secondary or advanced training enrollment assistance.

**Additionally, the Sueños Collaborative partners shall:**

- Maintain all required insurances relating to work experience in any of its forms (job shadow, subsidized work experience, etc.) including liability and worker's compensation;
- Ensure that all applicable laws, including child labor laws, are followed at each and every worksite in keeping with to §664.460 and §664.470;
- Monitor work experience participants at a minimum of monthly for the duration of the placement.
- Information documenting results of monitoring will be kept in the participant's file. Staff will work with each Worksite mentor/supervisor to discuss/resolve any worksite issues/problems that may arise;
- Develop and distribute a youth work experience handbook or packet which provides work experience information to youth and worksite mentors/supervisors including paydays, appropriate behaviors for the job, etc.;
- Develop and maintain a job matching system which tracks worksites, youth positions and skills needed and individual placements at worksites;
- Develop and maintain relationships with public and private businesses at worksites in order to build a database of potential work experience sites for youth.

**Worksite Visits:**

Sueños Project Specialist will visit Participants' worksites and conduct bi-monthly or monthly evaluations, as Participant needs indicate. Evaluation forms will be provided to the employer at the outset of the training. Employers will be trained in use of evaluations in support of skill and work habit development and job retention. The evaluation allows the employer to rate the trainee, and covers work maturity and habits such as punctuality; attendance; attitude; appearance; interpersonal relations; and task completion.

The evaluation will be reviewed with the employer and the Participant. Areas of concern will be addressed immediately and a plan for improvement developed, drawing on all suitable resources. Staff, employer and the Participant will all review, sign and date the evaluation, for retention in the Participant's file.

**Unsubsidized Employment:**

Designed to provide the youth's entry into work beyond an entry level job and formulated to lead to success in the labor market of today and tomorrow. Sueños Collaborative Partners will develop placement at a work site, which supports work-based learning, positive work habits, leadership development, caring and competent adult supervision, and educational options.

Wage to be determined by placement • Continue support services and close monitoring • Youth will be matched to unsubsidized employment in accordance with their ISS and continued assessment results, youth's expressed choice and the Project Specialist representative's recommendation • Employer contacts will be conducted routinely to monitor youth's progress and nurture healthy staff/employer relationships • Staff supervision will begin transitioning to mentor and peer support during this period • Intense follow-up services and monitoring in interest of job retention will be conducted • Effective monitoring will assure the unsubsidized employment placement is meeting the youth's needs; if not, alternate employment will be secured.

**WIA Participant Exit Strategy Based on the Youth Common Performance Measures:**

The Sueños Collaborative Partnership staffs shall develop a WIA participant exit strategy to successfully achieve the Common Performance Measure outcomes for youth programs. Specific definitions of the Common Performance Measures are defined in the Training and Employment Guidance Letter (TEGL) 17-05, dated Feb. 17, 2006. Specific reporting changes for the Youth Literacy and Numeracy Gains Measures are defined in the TEGL 17-05, Change 1, dated August 13, 2007.

All youth program providers are accountable for three Common Performance Measures for all youth ages 14-21.

Prior to the exit of all WIA youth participants, Sueños Collaborative Partners will consider the following:

**1. Placement in Employment or Education**

Percentage of youth participants who are in employment, the military, or enrolled in post-secondary education, and/or advanced training/occupational skills training, during the 1st Quarter (1-3 months) after exit. Exclusions: Youth in post-secondary education, employment or in the military at the date of participation.

**2. Attainment of a Degree or Certificate**

Percentage of youth participants who are enrolled in education who attain a diploma, GED, or certificate, by the end of the 3rd Quarter (6-12 months) after exit.

**3. Literacy and Numeracy Gains**

Percentage of youth participants who increase one or more educational functioning level(s) within one year of the date of participation. Exclusions: Out-of-school youth who are not basic skills deficient. Also, in-school youth.

**Post-Placement & Follow-Up Activities:**

Each exited youth is provided one year of follow-up services and supportive services including, but not limited to: job searching, updating resumes, interviewing skills, assistance with enrollment in trainings or school, filling out Financial Aid application and applying for scholarships. Youth are contacted quarterly and asked a series of questions to ensure that needs are met and they are in compliance with common measures. All information is tracked through the VOS System. Youth will transition to the next level of their life plan not even knowing there has been a shift in the service delivery model. Throughout the development of the youth's service delivery plan, follow-up needs and services will be identified and planned for. All youth will be assisted in meeting their personnel long-term goals and WIA performance outcomes.

Designed to assist youth in retaining jobs, obtaining new positions, and staying in school, and setting the foundation for career development. This phase provides comprehensive services to support youth through a series of jobs, leading toward long-term opportunities in the labor market.

Duration of follow-up is for a minimum of twelve (12) months but may extend longer as needs indicate, with all services available to graduates on an open-entry basis • Facilitation of youth's support and positive peer groups; continued information and referrals • A tracking system for employment, education, training and support service needs • Career and job development assistance • Community assistance information and referral • Youth advocacy • Leadership training opportunities • Follow-up Services will start after exit and will be conducted at 1<sup>st</sup> quarter, 2<sup>nd</sup> quarter, 3<sup>rd</sup> quarter, and 4<sup>th</sup> quarter. Follow-ups will be conducted using the WIA format, documented and filed in the Participant's file and entered in the Virtual One-Stop System.

**Certificates & Credentials:**

Effective July 1, 2006, the Sueños Collaborative Partnership must use the definition of a certificate as described in the US Department of Labor (DOL) Training and Employment Guidance Letter TEGL 17-05 dated February 17, 2006. The use of the definition "certificate" is applicable for adult, dislocated worker and older youth participants who began receiving services on or after July 1, 2006. Participants who received training services prior to July 1, 2006 are covered under the previous performance standards and reporting requirements. Please note the term "credential" applies to the current WIA statutory adult, dislocated worker and older youth measures only.

A certificate is awarded in recognition of an individual's attainment of measurable technical or occupational skills necessary to gain employment or advance within an occupation. These technical or occupational skills are based on standards developed or endorsed by employers. Certificates awarded by workforce investment boards or awarded in recognition of the attainment of only generic pre-employment or work readiness skills are not included in this definition. The attainment of a recognized credential applies current WIA adult, dislocated worker and older youth and relates to the achievement of educational skills, which may include attainment of a secondary school diploma or its recognized equivalent, or occupational skills, by participants who enter unsubsidized employment.

The Sueños Hospitality, Tourism and Customer Service Academy meets the above requirements and participants that successfully complete the course will receive an industry standard certification. Participants who are attending Public and Private Schools will receive certificates such as High School Diplomas, GED's and Credentials.

**Employment Opportunities through Private Industry Linkages:**

Development of job opportunities is detailed in "Developing Employer Relations." Additionally, private industry linkages will continue to be developed through the efforts of the Suenos Project Specialist and collaborative partners.

## 5. COUNSELING, EMPLOYABILITY AND PLACEMENT EFFORTS

### **Counseling:**

As a critical factor in the Nine Program Elements, a full spectrum of counseling services to guide youth development will be facilitated by the Suenos Collaborative Partnership. Counseling services will be delivered both individually and in group activities, as needed by the participants.

Comprehensive Career Counseling will be provided for each Participant during services and continue in the follow-up period. Career counseling will be provided by Suenos Collaborative Partnership staff, with input from the employer community. Participants will also attend community job fairs and utilize technology-based data.

The Project Specialist will collaborate with individual employers to provide employment counseling, which will be enhanced with presentations by guest speakers representing local business and industry, agencies and organizations. Workplace culture, ethics and attitude counseling will be integrated into all of Partnership services. High standards of work habits, communications and respect will be modeled by all staff members. (This will be a significant influence on Participants and integrates Mentoring and Leadership aspects of the Nine Program Elements.)

Individual Success Strategy counseling is provided on a regularly scheduled basis as soon as the plan is developed and continues until the completion of each objective. Educational counseling will be provided by the Partnership in conjunction with the Participant's school.

Some program Participants will require professional counseling for serious issues such as mental health, cognitive problems, unstable home environment, drug and alcohol dependency, and gang influences. The Suenos Collaborative Partners will utilize linkages and collaborations with local services for individual counseling. In addition, staff from both the SCCOE Suenos Partnership and the MCOE will be able to provide in-kind support through their existing counseling services.

### **Leadership Development:**

Sueños Collaborative staff will continue to develop the local Road Trip Nation model that was piloted during the WIA/ARRA Summer Youth Employment Program based on the educational non-profit Road Trip Nation.org. The Road Trip Nation experience is an interactive, multi-lesson curriculum designed to facilitate self-discovery and give students direction in exploring different passions in their lives. The Road Trip Nation experience helps students identify their interests, make connections in their own communities, break out of their comfort zones, develop 21st century skill sets, and build roadmaps for a life that they are truly passionate about. This option will be available to Four to six participants that are interested in becoming a Road Trip leader – it is not a mandatory component. These participants will not only explore their own career or leadership interests – they will produce informational interview videos that can be used in future Sueños workshops, academies as well as the Monterey County One-Stop and local high school career centers. Other leadership activities could include participation in the CSUMB Leon Panetta Institute Lecture Series; field trips to local colleges and universities; career exploration field trips to local large scale business, such as the Monterey Bay Aquarium and the San Jose Tech Museum; and participation in the Extreme Entrepreneurial Tour; to name a few.

### **Youth Mentoring:**

Research on serving youth with barriers has shown that *mentorship*—caring relationships, high expectations, and opportunities to participate and contribute—are significant in creating an environment that provides proven supports and opportunities for young people. The Sueños Collaborative Partnership will provide support, guidance, friendship, role modeling, assistance, and an attentive ear to program Participants. The goal of collaborative/staff mentoring is to build healthy, trusting relationships with the young people.

Each youth registered in the program shall be provided mentoring services as needed. **The Partnership** shall provide these services that may extend into the time in which the youth is in follow-up services (exited from the program). **The Partnership** shall develop a mentoring plan for each youth based on the youth's ISS. If the plan includes providing mentoring both while the youth is registered and after the youth exits, it shall be the responsibility of **the Partnership** to provide mentoring services both while the youth is registered and after the youth exits. **The partnership** shall ensure that mentoring is noted as a post exit service on the WIA EWIT form at exit.

**The Partnership** shall provide mentoring workshops focused on self-exploration and career pathways through a series of partnerships with local business, community members and organizations that provide enriching workshops and field trip opportunities. The workshops and field trips feature community speakers who cover a wide spectrum of topics such as

careers, leadership, self-confidence development, prosperity education and community service. The mentoring program shall assist youth in exploring possible career pathways and leadership development that encourage responsibility, positive social behaviors and continued education.

Mentoring activities will be incorporated in daily contact with youth Participants, one-on-one counseling sessions, participation in field trips and other recreational activities, and group sessions with youth and their families. Mentoring activities will be included throughout the 12-month follow-up phase. Training will be provided for appropriate staff to foster best mentoring practices. For youth who need additional mentoring and support, **the Partnership** shall provide one-on-one mentoring to youth by matching the youth with a pre-screened mentor. Mentors may work with more than one youth.

In addition to the mentoring activities through the Partnership we will develop linkages with business mentors. Interested youth will be paired with a mentor in their chosen career field to give them an opportunity to job shadow, take part in cultural and recreational activities, receive tutoring, or simply to ask questions about the purpose of education and career preparation. Local business and education alliances will help to cultivate employers interested in mentoring Participants.

**Additional Services:**

Further services for youth will be individually determined by ongoing assessment, and developed specifically for each Participant. These may include: Independent living skills and resources; assistance with post-secondary education researching; Voter Registration; Selective Service Registration; California Driver's License training; purchase of first car; assistance with responsible parenting.

**6. PROGRAM EVALUATION AND MONITORING**

The Santa Cruz County Office of Education will adhere to the Administrative policy and procedures for the delivery of WIA Youth Services as detailed in the RFP. The Santa Cruz County Office of Education (SCCOE) will act as the lead Agency of the expanded Sueños collaborative consisting of all current Sueños partnerships providing services within the Pajaro Valley Unified School District (North Monterey County) and the addition of Monterey County Office of Education (MCOE). The SCCOE will be responsible for fiscal oversight of the contract; ensure that quality youth services are provided to WIA-eligible youth by all collaborative partners; ensure that all collaborative partners operate their programs in compliance with the terms of the contract and WIA guidelines; provide oversight of all case management; worksite approvals; and work experience components of the program; ensure achievement of all performance measures; provide ongoing oversight of collaborative partners; conduct a formal annual monitoring of its subcontractors following WIA guidelines and using a process approved by the Workforce Investment Board; processing and payment of invoices from its collaborative partners; ensuring that all collaborative partners maintain close working relationships with the One-Stop Career Centers and other community youth services providers in order to support referrals of non-WIA youth to the appropriate resources. The SCCOE has developed a Youth Program Policy and Procedures manual for use by collaborative partners; any new administrative regulations required from the Monterey WIB will be added to the policy and procedures manual.

Internal monitoring of youth IEP/ISS goals takes place monthly at joint case management meetings with project staff; monitoring of program goals and performance outcomes takes place quarterly at Sueños Collaborative management meetings with partner administrators. The Sueños Project Specialist and Partner staff will utilize established tracking and information systems for employment, education, training and support service needs and outcomes.

**Program Monitoring:**

As the lead agency, the SCCOE will be monitored for progress toward objectives developed through the collaborative partnership. To ensure that program objectives and performance measures are fulfilled, the SCCOE will continuously monitor activities and results through a system of data management, and ongoing review by partnership staff.

All staff and partners will be briefed in compliance and implementation of WIA contract components so that they will be able to identify and report any issues affecting program effectiveness and compliance with WIA regulations.

Monthly staff meetings will be conducted to review performance, outcomes and status of objectives. Any indications of ineffectiveness in the program plan will be assessed and corrected immediately • At the commencement of Program Services a master file will be prepared for each Participant, for maintenance of all Participant paperwork, to track progress, and to assure contract compliance. All staff will be cross-trained to audit the entire file or take responsibility for additional portions of upkeep as needed • Monitoring will be supported by regular review and audit of Participant's file; eligibility and related forms, ISS and case notes; resume, relevant work records for work experience, job shadowing, unsubsidized employment, evaluations; needs-based payment receipts, time sheets, other forms which require reimbursement. Any internal file audit findings will be corrected immediately • The Sueños Program Coordinator will review every newly completed file and every exited file, conducting a comprehensive audit of Program compliance

factors. Each active file will be audited monthly for contract compliance and service delivery • SCCOE will utilize a well-developed internal system to monitor all program activities. This information is maintained in an Excel database to track information and referrals suggested at initial assessment.

**Fiscal Monitoring:**

The program will provide a cost effective delivery system by utilizing a multitude of leveraged resources and in-kind support from the programs, services and staff at the Monterey County Office of Education, and the Santa Cruz County Office of Education's existing Sueños Collaborative Partners.

SCCOE will act as the lead agency for Sueños Collaborative and will provide a designated *Financial analyst* to monitor compliance with all state and federal requirements, process all requests for payments, track all spending, provide monthly fiscal reports to the Project manager. The SCCOE will provide the project with access to its facilities and resources, including additional fiscal, administrative and accounting oversight and support; insurance; annual independent audit; conference rooms; equipment; software; communications networks; and mail distribution systems. The SCCOE will recruit, hire and train all program staff and oversee any contracts with community partners. Proposal funded staff will include a 1 FTE Project Specialists/Academy Instructors to provide eligibility verification, assessment, case management, worksite recruitment and job placement services and HTSC Academy instruction. The SCCOE Sueños Project Manager will develop the annual budget in accordance with the Program Customer Objectives and Performance Measures of the WIA contract.

**7. PROGRAM OBJECTIVES NARRATIVE**

**Services:**

Our primary objective is to deliver a comprehensive Youth Employment Program for at-risk youth in Monterey County with multiple barriers to employment and education. Successful outcomes of the program will be skill attainment, education, training, support and placement of youth in paid work experiences, providing a foundation for employability and career development.

**Key objectives the Agency will achieve are:**

Supporting Youth: coordinating supportive services, youth mentoring, follow-up and comprehensive guidance and counseling to keep program participants on track; developing the qualities of good citizenship and leadership in young people; teaching the value of leading a productive life with positive social behaviors. The Suenos Collaborative Partnership will foster a sense of responsibility not only to an employer, but also to their families, their community, and their future. Collaboration and partnership with local agencies and organizations will facilitate services from a broad spectrum of resources. Through the breadth of the partnership will enable us to partner with experienced service providers to meet all of the youth participants' needs.

**Mission:**

The Sueños Collaborative partnership programs are dedicated to productive results for young people, and are designed to create positive outcomes at every phase. Yet it is not only specific, quantifiable results—work habits, skills and going to a real job—that we seek, but also a sense of confidence and resolution in young people as they enter the workplace. Our motto is "*rigor, relevance and relationships*". The program must be rigorous to keep the youth engaged, relevant to their current life situation/future goals, and most importantly allow for the development of meaningful relationships to sustain lifestyle changes.

**Operations:**

It is our goal to conform to all requirements of the Workforce Investment Act. We will facilitate access to the One-Stop System for all clients, and continue to work with the Workforce Investment Board to develop and implement the local Youth workforce system.

The Santa Cruz County Office of Education (SCCOE) is well positioned to provide the fiscal and managerial oversight of the proposed WIA Youth Program. Under the leadership of the County Board of Education and Superintendent of Schools, the Santa Cruz County Office of Education (SCCOE) is a public agency whose purpose is to provide educational leadership, resources and services to schools to ensure quality educational opportunities for all students. The SCCOE plays a crucial role in the financial partnership between the State of California, the California Department of Education and the local school districts. Most of the approximately \$200 million coming through the SCCOE is allocated by the State to schools on a per student basis called ADA (Average Daily Attendance).

Under the leadership of the SCCOE the Suenos Collaborative Partnership is dedicated to maintaining an impeccable record of organizational responsibility, and will manage collaborative and employer agreements, operations and

administration to the highest standards of accountability.

**Enrollment Goals/Total Exit Youth Performance Goals for Program Year 2012-2013:**

- To enroll eligible Youth (percentage of enrollments) from the entire county geographically as follows:
  - 40% - West County (Seaside, Marina, Monterey Peninsula)
  - 60% - North County
- To enroll eligible Youth (percentage of enrollments) from the demographic areas as follows:
  - 30% - Out-of-School Youth
  - 10% - Youth Offenders
  - 10% - Disabled Youth
  - 5% - Foster Care Youth
  - 20% - TANF Recipients
  - 2% - Homeless Youth
- Of the high-risk youth enrollments, we plan to prepare and enroll 57 individuals into the Sueños Collaborative menu of services.
- The Partnership will develop a WIA participant exit strategy to effectively engage youth in program services and successfully achieve WIA performance outcomes for youth programs.
- The Partnership plans to exit all of their youth no later than June 30, 2013.
- We plan to transfer any youth who cannot meet the required common measure performance standards by June 30, 2013 to Office for Employment Training for completion of services.
- The Partnership's Enrollment Goals and Performance Measures are projected in the Program Operating Plan attached. The Partnership plans to enroll youth participants from Monterey County in the WIA program beginning July 1, 2012 and continuing through March 31, 2013.
- We project 60% enrollments for each quarter in each program activity with an anticipated goal of reaching 100%, but want to allow ourselves a buffer – since we are still new at implementing Sueños program activities in Monterey County.

**Required WIB Training and Meeting Attendance:**

The Partnership agrees to participate in all training programs offered to the Partnership by the Monterey County WIB and it's staff. These trainings include, but are not limited to the 9 youth elements identified in the WIA, enhancing team building coordination between partners, youth conferences, WIB Youth Council meetings, Virtual One Stop system training and program upgrades, fiscal operations, working with hard to serve clients and any other pertinent training offerings deemed appropriate by WIB staff that are designed to improve administrative or programmatic services.

The partnership will be required to report at monthly Youth Council meetings on their program performance and outcomes as well as the quantity and quality of leadership and mentorship services provided to WIA eligible youth.

**Methodology to Achieve Enrollment Goals:**

Enrollment goals will be achieved through the Partnerships extensive Outreach and Recruitment. The SCCOE staff will meet on a monthly basis to discuss program deliverables and how the partnership can work together to enhance the services provided through their collective agreements to meet the needs of participants. At these monthly meetings the SCCOE Sueños program manager will identify specific contract deliverables and monitor all partners in meeting expected outcomes.

**Methodology to Accomplish Performance Goals:**

With the incorporation of the Nine Program Elements into our service delivery methods and the requirement to participate in an Occupational skills academy we anticipate 90% of the participants will attain all WIA performance goals, as well as their individual goals outlined in their ISS. All youth entering the program will be assessed for basic skill needs, educational and career goals. Specifically, the SCCOE Project Specialist will, at a minimum, complete the following assessments for each youth: basic literacy and numeracy skills tests; education needs and goals; occupational soft skills, work history and employability; career interests and aptitudes; and basic needs, including financial and supportive service needs. The results of these assessments will be entered into the VOS system maintained by the WIB. They will also serve as the basis for the development of an Individual Service Strategy (ISS). As youth progress through the program, the Project Specialist and partner staff will maintain detailed case notes which will also be entered into the VOS system. These case notes will document placement in employment, education, and training; enrollment in certificate, diploma, and degree programs; results of basic skills assessments before and after enrollment in an after-school remediation program; and employment retention rates. All assessments and case notes will be reviewed on a quarterly basis in order to measure the progress of participants.

In order to ensure that the program meets the proposed outcome goals, performance data will be reviewed at weekly/monthly case management meetings. If expected collaborative partners are not meeting outcomes, the team will brainstorm and discuss possible solutions. In addition, team members will be referred to upcoming WIA performance training workshops or other technical assistance needed to ensure performance outcomes are met. The program design

builds and reinforces competencies that participants need to seek out future long-term educational and employment opportunities. The most important factor in meeting performance will be the relationship building with participants from all partner staffs.

**Payment Provisions:**

The SCCOE will be paid on a cost reimbursement basis within the limits of the approved line item budget on Exhibit B.

MONTEREY COUNTY  
WORKFORCE INVESTMENT BOARD

AGENCY: Santa Cruz County Office of Education, Suenos Collaborative Partnership  
YOUTH SUBCONTRACT

Effective Date: July 1, 2012

(Contractor must ensure that planned expenditures prorated to and within this budget are in accordance with reasonable and recognized methods of allocating costs.)

ITEMIZED BUDGET CATEGORIES

	In School	30 % minimum Out of School	TOTAL BUDGET	Quarterly Plan			
				09/30/12	12/31/12	03/31/13	06/30/13
8500 STAFF SALARIES AND BENEFITS	\$ 52,500.00	\$ 22,500.00	\$ 75,000.00	\$ 18,750.00	\$ 37,500.00	\$ 56,250.00	\$ 75,000.00
8500 SERVICES AND SUPPLIES							
8500 Building Rent	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8500 Building Maintenance and Repair	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8500 Janitorial	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8500 Utilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8500 Postage and Shipping	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8500 Office Supplies	\$ 2,100.00	\$ 900.00	\$ 3,000.00	\$ 750.00	\$ 1,500.00	\$ 2,250.00	\$ 3,000.00
8500 Computers/Hardware/Peripherals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8500 Equipment Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8500 Equipment Lease/Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8500 Communications/Internet	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8500 Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8500 Employee Travel	\$ 2,433.00	\$ 1,043.00	\$ 3,476.00	\$ 869.00	\$ 1,738.00	\$ 2,607.00	\$ 3,476.00
8500 Employee Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8500 Outreach/Printing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8500 Sub-contract with Monterey COE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8500 Other Professional Services-Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8500 TOTAL SERVICES AND SUPPLIES	\$ 4,533.00	\$ 1,943.00	\$ 6,476.00	\$ 1,619.00	\$ 3,238.00	\$ 4,857.00	\$ 6,476.00
Indirect	\$ 5,891.00	\$ 2,525.00	\$ 8,416.00	\$ 2,104.00	\$ 4,208.00	\$ 6,312.00	\$ 8,416.00
PROFIT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
WORK EXP. WAGES AND BENEFITS	\$ 35,000.00	\$ 15,000.00	\$ 50,000.00	\$ 12,500.00	\$ 25,000.00	\$ 37,500.00	\$ 50,000.00
TOTAL SUPPORTIVE SERVICES	\$ 5,985.00	\$ 2,565.00	\$ 8,550.00	\$ 2,137.50	\$ 4,275.00	\$ 6,412.50	\$ 8,550.00
TOTAL CONTRACT BUDGET	\$ 103,909.00	\$ 44,533.00	\$ 148,442.00	\$ 37,110.50	\$ 74,221.00	\$ 111,331.50	\$ 148,442.00

EXHIBIT C  
MONTHLY PERFORMANCE AND ENROLLMENT GOALS  
2012-2013

Youth Program Operating Plan												
Cumulative Monthly Performance and Enrollment Goals												
Service Provider: Santa Cruz County Office of Education, Sueños Collaborative Partnership												
	MONTH ENDING											
	7/31/2012	8/31/2012	9/30/2012	10/31/2012	11/30/2012	12/31/2012	1/31/2013	2/28/2013	3/31/2013	4/31/13	5/31/2013	6/30/13
<b>I. Total Enrollment in WIA Youth Services (Sum of I.A. + I.B.)</b>	11	16	21	26	31	36	41	46	51	56	63	63
<b>A. Cumulative New Enrollments</b>	5	10	15	20	25	30	35	40	45	50	57	57
<b>B. Enrollments Carried in from Prior Contract Year</b>	6	6	6	6	6	6	6	6	6	6	6	6
<b>C. Program Elements</b>												
1) Tutoring	0	0	5	5	7	7	7	7	7	7	7	7
2) Alternative Secondary School	0	0	5	5	5	5	5	5	5	5	5	5
3) Paid / Unpaid Work Experience	6	6	11	17	17	25	30	37	45	50	50	50
4) Occupational Skill Training	11	16	21	26	31	36	41	46	51	56	63	63
5) Leadership Development	11	16	21	26	31	36	41	46	51	56	63	63
6) Supportive Services	11	16	21	26	31	36	41	46	51	56	63	63
7) Youth Mentoring	11	16	21	26	31	36	41	46	51	56	63	63
8) Comprehensive Guidance and Counseling	11	16	21	26	31	36	41	46	51	56	63	63
9) Summer Employment												
<b>II. Exits and Performance Measures</b>												
<b>A. Follow-up after exit</b>	0	0	0	0	0	0	0	0	0	0	0	0
<b>B. Youth Exits (Older &amp; Younger)</b>	0	0	0	0	1	2	3	4	5	6	7	7
1. Placement in Employment or Education	0	0	0	0	3	6	12	16	20	24	28	39
2. Attainment of a Degree or Certification	0	0	0	0	0	2	4	8	11	15	22	37
3. Literacy and Numeracy Gains	0	0	0	0	0	1	2	5	6	7	8	7

## EXHIBIT D

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### OTHER TERMS AND CONDITIONS

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The following applies to all programs and/or projects funded under the Workforce Investment Act (W.I.A.) conducted by Santa Cruz County Office of Education hereinafter referred to as CONTRACTOR. The County of Monterey Board of Supervisors, acting as the Local Workforce Investment Area (LWIA), is hereinafter referred to as "County" or Workforce Investment Board (WIB).

#### 5. ADDITIONAL PERFORMANCE STANDARDS

- 5.04. The CONTRACTOR shall comply with all the Special Provisions/Conditions and Assurances of this Contract; the requirements of W.I.A. and the regulations promulgated under W.I.A.; all applicable terms and conditions imposed and required by any grant between the County and the State of California (State); and any subsequent revisions and/or modifications of it; any administrative and/or statutory requirements imposed by the State, although the State is not a direct party to this Contract.
- 5.05. In the event there is a conflict between the provisions of this Contract, the provisions of the W.I.A. Plan, including the attachments hereto and the documents incorporated therein as presently worded or as amended in the future, the parties hereto agree that the provisions of said plan as defined by County within the context of the 5-year LWIA Job Training Plan shall prevail.
- 5.06. The CONTRACTOR, commencing as of the date of execution of this Contract by both parties, shall perform all the functions set forth in the Description of Program. Adequate performance under this Contract is essential and the CONTRACTOR shall measure its performance results against goals and performance standards provided by this Contract. Measured performance below goals standards will constitute noncompliance with the terms of this Contract.
- 5.07. CORRECTIVE ACTION PLAN: It is the responsibility of the CONTRACTOR to bring to the attention of the County areas of performance which are below goals and standards and, with respect to each such area, prepare a corrective action plan or a statement justifying modification of operational plans. In addition, upon receipt of any monitoring report or other communication identifying areas of concern, a corrective action plan must be submitted to the County within the time frame identified in the report. A corrective action plan shall consist of the following:
- (a) Specific Actions to be taken
  - (b) The objective of each action
  - (c) Completion dates
  - (d) Person(s) responsible
  - (e) Result to be accomplished.

The CONTRACTOR shall submit all corrective plans to WIB staff for written approval. If approved, the CONTRACTOR shall keep the County aware on a continued basis of the results of the corrective action plan. The County reserves the right to require modifications to the corrective action plan, satisfactory to the County, in the event of failure by the CONTRACTOR to achieve the specified results.

#### 6. PAYMENT/REIMBURSEMENTS/ADJUSTMENTS CONDITIONS-Additional Provisions

- 6.03. CONTRACTOR shall maintain a financial management system that complies with Monterey County WIB adopted standards and as directed by the State of California. Fiscal accounts will be maintained in a manner sufficient to permit reports required by the WIB or the State of California to be prepared.
- 6.04. PAYMENT ADJUSTMENTS: If any funds are expended by the CONTRACTOR in violation of the terms of this Contract (including all applicable statutes, regulations, guidelines, WIB Bulletins), the County may deduct the amount of such unauthorized or illegal expenditures from payments otherwise payable to CONTRACTOR in order to recover any amount expended for unauthorized purposes in the current or immediate preceding fiscal year. No such action taken by County shall entitle the CONTRACTOR to reduce program operations or salaries, wages, fringe benefits, or services for any program participant. Any such reduction in expenditures may be deemed sufficient cause for termination of this Contract. Within thirty (30) days of request by County, CONTRACTOR shall reimburse County for any payments made for expenditures, which are in violation of this Contract.
- 6.05. PAYMENT OF AUTHORIZED EXPENDITURES: Subject to receipt of funds from State, County agrees to reimburse CONTRACTOR for expenditures authorized in the program budget. Financial reports and invoices are due to the fiscal department of the Office for Employment Training (OET) by the 15<sup>th</sup> working day of each month and shall include all obligations, expenditures and accruals incurred during the previous month, unless otherwise specified by the WIB. OET shall pay the certified invoice within 30 days of receiving the certified invoice. Financial information reported on claims must be directly linked to records maintained by the CONTRACTOR which support actual delivery of services as outlined in the existing contract between the subagent and the LWIA. The LWIA shall be the sole judge of what constitutes adequate supporting documentation.
- 6.06. FISCAL RESPONSIBILITIES
- 6.06.01. No cost shall be allowed under this Contract which is not specifically identified in CONTRACTOR approved budget or schedule of payment. CONTRACTOR shall not transfer funds between cost categories or adjust designated "total budget" line items without prior written approval by authorized WIB staff (applicable to cost reimbursement contracts only). Invoices for reimbursement submitted by CONTRACTOR that include designated total line item expenditures above the total budget for that designated line item will not be paid until the cost overrun is reconciled. Budget line items noted in *italics* are not subject to reconciliation if variance occurs except the total budget for the *italicized* category. All limitations on expenditures specified in Federal and State fiscal requirements shall apply to this Contract.
- 6.06.02. CONTRACTOR shall not charge nor receive compensation under this Contract for any services or expenses unless said services or expenses are directly and exclusively related to the purpose of this Contract. In addition, payment may not be received by CONTRACTOR from any other source for said services or expenses. Moreover, funds shall not be allowed for cost incurred before or after the effective dates of this Contract. Funds shall not be based as security or payment for obligations nor as loans for activities of other funded programs.
- 6.06.03. CONTRACTOR shall have adequate administrative and accounting controls, personnel standards, evaluation procedures and other policies to promote the program's effective use of funds provided under this Contract.
- 6.06.04. CONTRACTOR shall submit to the WIB all required reports on a timely basis as delineated by the WIB. Original OJT contracts (copies will not be accepted) must be submitted to the WIB no later than 3 days after the contract start date. Participant enrollment data not on file with the WIB at the time of OJT contract submittal will result in a negative evaluation. All such evaluations will be provided to the WIB as part of their Oversight and Evaluation responsibilities.

- 6.06.05. CONTRACTOR must submit to the WIB deobligations for OJT contracts ending prior to the scheduled contract end date. These deobligations must be submitted no later than 15 working days following the OJT contract earlier ending date.
- 6.07. Notwithstanding any other provisions of this Contract, County may elect not to make a particular payment on account of this Contract if:
- (a) MISREPRESENTATION: CONTRACTOR, with or without knowledge, shall have made any misrepresentation of a substantial and material nature with respect to any information furnished to County.
  - (b) LITIGATION: There is then pending litigation with respect to the performance by CONTRACTOR of any of its duties or obligations hereunder which may jeopardize or adversely affect carrying out the project, including any court action or proceeding involving the Federal Bankruptcy Act.
  - (c) DEFAULT: CONTRACTOR is in default under any provision of this Contract.
- 6.07. PROGRAM INCOME/UNEXPENDED FUNDS.
- 6.08.01. Public or private non-profit CONTRACTOR revenues received in excess of costs (which have been properly earned) and which are received in addition to payments made by County to CONTRACTOR are to be treated as program income. Accordingly, these funds may be retained by the service provider to underwrite additional training or training related services pursuant to the project or program that generated them, consistent with the purposes of W.I.A. When CONTRACTOR ultimately discontinues the provision of all W.I.A. training and/or services described in this Contract, program income remaining shall be returned to the County.
- 6.08.02. Return of Unexpended Funds. CONTRACTOR agrees that either upon completion or termination of this Contract, any unexpended and/or unauthorized funds received shall be promptly returned to County.
- 6.09. DISALLOWED COSTS: The CONTRACTOR has full responsibility to ensure the proper expenditure of W.I.A. funds paid to it under its Contract with County. Any funds expended by CONTRACTOR under a Contract from the County, which are later determined not to have been allowable, must be immediately refunded to the County.
- 6.09.01. CONTRACTOR shall be notified of all final determinations made by the LWIA regarding audit reports, independent monitoring reports, and LWIA administrative findings by a final determination letter.
- 6.09.02. CONTRACTOR may appeal or seek a legal determination with regard to any such disallowance. During the pending of any such appeal or legal action, CONTRACTOR must deposit funds in the total amount disallowed in an interest bearing escrow account or provide the County with acceptable security for such funds. At the conclusion of the appeal, the interest earned shall be divided proportionately with the deposited funds according to the ruling on the deposited funds.
- 6.09.03. If CONTRACTOR fails to refund any disallowed cost and further fails to place the funds in an escrow account or to provide adequate security therefore within 30 days, County may, at its sole discretion, terminate any and all Contracts with CONTRACTOR effective immediately thereon.

6.10. STAFF SALARY LIMITATIONS

6.10.01. Personnel whose time is charged to the Program Budget under this Contract or subcontract shall be paid on a pro-rata basis commensurate with the percentage of time devoted to the program. Personnel costs including salary shall be reasonable. Employees of CONTRACTOR shall be compensated under this Contract only for work performed under the terms of this Contract.

6.10.02. County shall not pay, and CONTRACTOR shall not request payment for any accrued employee fringe benefits (including vacation and sick time), which were not accrued by CONTRACTOR employees during the term of this Contract.

6.11. PER DIEM AND TRAVEL: Mileage payments when permitted should be made at the agency rate per mile, but the rate cannot exceed the amount allowed by the County of Monterey.

6.12. SUSPENSION OR REDUCTION OF FUNDING: County may suspend payments to CONTRACTOR prior to termination in whole or in part for cause. Cause shall include the following:

- (a) Failure to comply in any respect with either the terms and/or conditions of this Contract, or
- (b) Submission to County of reports that are incorrect or incomplete in any substantial and material respect, or
- (c) Termination or suspension by the State of the grant to the County.

6.12.01. County may withhold payment of any unearned portion of the grant if CONTRACTOR is unable or unwilling to accept any additional conditions that may be required by law, by executive order, by regulation, or by other policy announced by State at any time. Upon suspension of funds, CONTRACTOR agrees not to expend any funds related to or connected with any area of conflict concerning which County has determined that suspension of funds is necessary.

6.12.02. Failure of the CONTRACTOR to satisfy administrative standards and/or performance goals may result in the immediate reduction of service levels to applicants and/or enrollees by the County. Such reduction will be accompanied by a proportionate decrease in obligated contract funds.

7. ADDITIONAL TERMINATION CONDITIONS

7.02.01. This Contract may be terminated immediately in whole or in part for cause, which shall include, but is not limited to the

- (a) Suspension or termination by State of California of the grant to County under which this Contract is made, or
- (b) Improper use of funds furnished under this Contract.

7.03. The CONTRACTOR shall have the right of appeal in the event of termination for cause only. Regular appeal procedures for resolving disputes may be utilized, except that if CONTRACTOR has failed to submit its appeal within fifteen (15) days from the date of termination notice, CONTRACTOR shall have no right to appeal. In any case, where County has made a determination of the amount due to CONTRACTOR, County shall pay to the CONTRACTOR the following:

- (a) If there is no right of appeal hereunder or if no timely appeal has been taken, the amount determined by County, or
- (b) If an appeal has been taken, the amount finally determined by such appeal.

**10. RECORDS AND CONFIDENTIALITY – Additional Provisions**

10.04.01. The expenditure of W.I.A. funds is subject to independent audit under the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996. CONTRACTOR must furnish the Monterey County Office for Employment Training (OET) with an audit report within thirty (30) days of the completion of the audit but not more than nine (9) months after the end of the audit period.

10.04.02. Audit requirements are stipulated by the Office of Management and Budget (OMB) Circular A-133.

10.04.02.01. As a condition of receiving W.I.A. funds, the independent auditor or monitor of the LWIA, the Employment Development Department (EDD) auditors, investigators, monitors, and their representatives, shall at all times during the period that the grant is in force and for a period of four years thereafter, have access to all related records and financial statements and to individuals with knowledge of the records and financial statements as may be necessary to ensure compliance to the W.I.A. law, regulations, and directives.

10.04.02.02. Each LWIA will conduct and ensure that their subrecipients, expending a combined total of \$300,000 or more in federal funds in fiscal years ending on or before December 31, 2003, or \$500,000 or more of federal funds in fiscal years ending after December 31, 2003, conducts an audit in accordance with Section 184 of W.I.A., Title 20 CFR Section 667.200, Title 29 CFR Part 95 or 97 (as applicable), and Title 31 USC Chapter 75.

10.04.02.03. All documents, records, work papers, etc. associated with the audit shall be retained for a minimum of three (3) years after the issuance of the audit report. If, prior to the expiration of the three year time period, any audit resolution, litigation, or claim is instituted involving the grant covered by the records, the CONTRACTOR shall retain the documentation beyond the period until the audit findings, litigation, or claim has been finally resolved and written notification is received from the Director of the Employment Development Department regarding destruction.

10.04.03. Board Minutes. CONTRACTOR shall have available for W.I.A. review copies to all Board or Council minutes in which the W.I.A. program is discussed.

10.04.04. Public Statements/Press Releases. Prior to release, CONTRACTOR shall submit any press release or statement to the public related to this Contract to WIB for review and approval.

10.04.05. CONTRACTOR shall submit to County all required reports on a timely basis as delineated by County. CONTRACTOR shall submit written monthly status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken or other reports determined to be necessary by the WIB. These reports are due to the WIB by the 15th working day of each month. CONTRACTOR also shall submit on a timely basis all required contract supplemental documents.

10.04.06. CONTRACTOR shall make available to the County, upon request, a complete and detailed record or cost allocation of any expenses that are in whole or part supported with program funds. This detailed account shall include percentages and total contributions from both W.I.A. and non-W.I.A. sources. Shared expenses may include, but are not necessarily limited to the following: staff salaries, facilities, equipment, etc.

**11. NON-DISCRIMINATION/AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY – Additional Provisions**

- 11.01. CONTRACTOR will take affirmative action to ensure that applicants and employees are treated during employment or services without regard to their race, color, religion, sex, citizenship, national origin, handicap, age, political affiliation or beliefs. Such action shall include, but not be limited to, the following:
- 11.02. Recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, demotion or transfer, job assignments, working conditions, hiring, training, and selection for training including apprenticeship, and all terms and conditions of employment.
- 11.03. CONTRACTOR will comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in the Department of Labor regulations, 41 CFR 60, 29 CFR 97.36 (i) (1-13), 29 CFR 37.20 (a) (1), and other pertinent Federal, State and local Equal Employment Opportunity and Affirmative Action regulations, guidelines and policies pertaining to W.I.A. participants and CONTRACTOR staff.
- 11.04. CONTRACTOR will be governed by W.I.A. procedures relating to complaints alleging violations of the Act, regulations, grant, other Contracts under the Act including terms and conditions of employment. Participants will be notified in writing, upon enrollment into employment or training, of the W.I.A. Complaint Procedures including notification of their right to file a complaint and instructions on how to do so. Complaint Procedures include: (1) the right to file a complaint, (2) the opportunity to resolve complaints informally (3) written notice of hearings, and (4) a final decision within sixty (60) days of the date of filing.
- 11.05. PERSONNEL PROCEDURES: CONTRACTOR shall ensure equal employment opportunity based on objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, performance evaluation, and employee-management relations.

**13. ADDITIONAL INDEPENDENT CONTRACTOR CONDITIONS**

- 13.01. CONTRACTOR is not in a Local Workforce Investment Area contractual relationship with the State and therefore shall be governed in the operation of the program by this Contract.

**14. ADDITIONAL NOTICE CONDITIONS**

- 14.01. Notice shall be effective on the date personal service is effected or the date of the signature of the return receipt.

**15. ADDITIONAL GENERAL REQUIREMENTS**

- 15.01.01. Conflict of Interest. CONTRACTOR shall not pay compensation in any form to a person employed by County within the preceding two years, if such person in any way participated in any action or decision which affected the economic interest of CONTRACTOR or the action or decision was one which affected the CONTRACTOR's interest as a member of the public or a significant segment of the public,

or as a member of an industry, profession or occupation to no greater extent than any other member of the public, industry, profession or occupation.

- 15.02.01. Amendment to Contract. This Contract contains the full and complete understanding between the parties subject to any applicable laws, rules, and regulations. County may issue administrative directives and/or unilateral Contract amendments concerning interpretations of federal rules and regulations, directives received from State and/or requests from the Board of Supervisors that may require changes in procedures by CONTRACTOR. CONTRACTOR shall be deemed responsible for complying with such administrative directives and/or amendments only after being formally notified in writing of the appropriate action necessary. CONTRACTOR may initiate requests for Contract amendments, including budget line-item amendments, only once per fiscal quarter. All requests for Contract amendment must provide a detailed justification for such an amendment.
- 15.13.01. Civil Code Section 1654. It is agreed and understood by the parties hereto that this Contract has been arrived at through negotiation and that neither party is to be deemed the party which prepared this Contract within the meaning of Civil Code Section 1654.
- 15.15.01. Authority to Bind Contractor. Prior to the execution of this Contract, CONTRACTOR shall furnish County in writing, a list of persons authorized to execute on behalf of CONTRACTOR: Contracts, modifications to Contracts, invoices or other documents as may be required by County. The above list should include signatures of all authorized individuals and be certified by CONTRACTOR governing body. In the event authority is delegated to a position (e.g., President, Vice President, Treasurer), rather than to an individual, the list of positions so authorized shall be furnished including signatures of present position holders.
- 15.18. CONTRACTOR will assure that all customers first register through the Virtual One Stop Case Management System: <http://www.onestopmonterey.org/>
- 15.19. CONTRACTOR will assure that customers utilize the Virtual One Stop Case Management System for the provision of core services.
- 15.20. Customer follow-up services must be performed no later than 30 days and 90 days after services are rendered.
- 15.21. Customers accessing OJT or Classroom Training funds administered by the WIB must first receive at least one Core Service and Intensive Service and must meet one of the following WIB established priorities:
- 15.21.01. Those who are most able to benefit and whose services will result in the biggest return on investment. This included individuals who are currently receiving some kind of public assistance, including, but not limited to cash aid and unemployment insurance.
- 15.21.02. Those who are currently underemployed, as defined by working part or full time, but unable to earn self-sufficiency wages.
- 15.22. Customers shall not be liable for outstanding charges as a result of registration or enrollment in a training program or training activity provided under this Contract.
- 15.23. County Contract Administrator. The Executive Director of the Workforce Investment Board or his designee is authorized and directed, for and on behalf of County, to administer this Contract and all related matters in connection herewith and his or her decision shall be final.

- 15.24. Referrals from Fee Service Agencies. CONTRACTOR shall not accept referrals for participant positions funded under this Contract from any agency which charges a fee to either the individual being referred or the employing agency for the services rendered. Charges incurred in violation of this clause shall be the sole responsibility of the CONTRACTOR, and shall not be charged to either this Contract or the participant employee under this agreement.
- 15.25. Property. Title to non-expendable property with a unit value in excess of \$1,000.00 acquired with program funds and with a life expectancy of one year or more in accordance with approved budgets, vests in the County subject to use for program purposes by the CONTRACTOR during the term of the use, accountability, maintenance, protection and preservation of such property insurance to cover the loss or theft of said equipment is due at WIB within 30 days of execution of this Contract. Upon completion of program, all such property shall be transferred to the possession of the County in accordance with the instruction of County.
- 15.25.01. CONTRACTOR shall obtain advance written approval of County for purchase of any non-expendable equipment having a unit purchase price of \$1,000.00 or more, and use expectancy in excess of one year.
- 15.25.02 All capital equipment shall be properly identified by serial number and inventoried by CONTRACTOR. This inventory shall be submitted to County and updated by CONTRACTOR as purchases are made.
- 15.26. Maintenance of Effort. The CONTRACTOR shall comply with the following maintenance of effort requirements:
- (a) Participant positions funded through this Contract are in addition to those that would otherwise be financed by CONTRACTOR without assistance under W.I.A.
  - (b) Positions requested shall: (1) result in an increase in employment opportunities over those that would otherwise be available; (2) not result in the displacement of currently employed workers, including partial displacement such as a reduction in hours of non-overtime work, wages or employment benefits; (3) not impair existing contracts for service or result in a substitution of Federal funds for other funds in connection with work that would otherwise be performed; substitute public service and/or work experience positions for existing jobs.
  - (c) CONTRACTOR will not terminate, lay off or reduce the working hours of an employee for the purpose of hiring an individual with funds available under W.I.A.
  - (d) CONTRACTOR will not hire any person under W.I.A. when any other person is on lay-off for the same or substantially equivalent job.
- 15.27.1. Other Program Obligations. As a condition to the award of financial assistance under Title I of W.I.A. from the Department of Labor, the CONTRACTOR assures, with respect to operation of the W.I.A.-funded program or activity and all Contracts or arrangements to carry out the W.I.A. funded program or activity, that it will comply fully with the WIA Section 188 nondiscrimination and equal opportunity provisions of the Workforce Investment Act of 1998 (W.I.A.), including the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by, or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 34. The United States has the right to seek judicial enforcement of this assurance.

The LWIA, State of California, and the Department of Labor shall have unlimited rights to any data first produced or delivered under the Contract (Contracts which involve the use/development of computer programs/applications, or the maintenance of databases or other computer data processing program, including the inputting of data):

The LWIA, State of California, and the Department of Labor reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

- (a) The copyright or patent in any work developed under a grant or Contract; and
- (b) Any rights of copyright or patent to which a grantee or CONTRACTOR purchases ownership with grant support.

15.28. Debarment. This contract is subject to immediate termination if CONTRACTOR is identified on any debarment list issued by the Workforce Investment Division of the State of California.

## EXHIBIT E

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### GENERAL ASSURANCES AND CERTIFICATIONS WORKFORCE INVESTMENT ACT (WIA)

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#### GENERAL ASSURANCES

1. Contractor assures and certifies that:
  - a. It will fully comply with the requirements of the Workforce Investment Act (W.I.A.), Public Law 105-220, hereafter referred to as the Act, and with the regulations promulgated thereunder; and
  - b. It will fully comply with applicable OMB Circulars, as those circulars relate to functions such as the utilization of funds, the operation of programs, and maintenance of records, books, accounts, and other documents under the Act.
  - c. It will fully comply with the provisions of Public Law 107-288, Jobs for Veterans Act, as the law applies to Department of Labor (DOL) job training programs.
2. The Contractor further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall fully comply with them.
3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the Contractor makes the following assurances and certifications:
  - a. If it is a corporation, it is registered with the Secretary of State of the State of California.
  - b. It possesses legal authority to apply for the grant: that a resolution, motion or similar action has been duly adopted or passed as an official act of the Contractor's governing body, -authorizing the filing of the application, including all understanding and assurances contained therein, and directing and authorizing the person identified as the official representative of the Contractor to act in connection with the application and to provide such additional information as may be required.
  - c. It will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and, in accordance with Title VI of that Act, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Contractor receives federal financial assistance; and will immediately take any measures necessary to effectuate this agreement.

Further, it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant or agreement is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
  - d. It will comply with the Americans with Disabilities Act of 1990 (ADA) insofar as Contractor is required to comply with said Act.
  - e. It will comply with WIA Section 188 that ensures non-discrimination and equal opportunity for various categories of persons, including persons with disabilities, who apply for and participate in programs and activities operated by recipients of WIA Title I financial assistance.
  - f. It will comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in the Department of Labor regulations, 41 CFR 60, 29 CFR 97.36 (i) (1-13). The Executive Order 11246, as amended prohibits employment discrimination on the basis of sex, race, color, religion, and national origin by federally assisted contractors and subcontractors. The Contractor will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion, sex or national origin.
  - g. It will comply with Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.

- h. It will comply with the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age.
- i. It will comply with Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
- j. Under penalty of perjury under the laws of the State of California that it will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  - 1.) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations;
  - 2.) Establish a Drug-Free Awareness Program as required to inform employees about the dangers of drug abuse in the workplace; the person's or organization's policy of maintaining a drug-free workplace; any available counseling, rehabilitation and employee assistance programs; and penalties that may be imposed upon employment for drug abuse violations;
  - 3.) Every employee who works on this agreement will receive a copy of the agency's drug-free policy statement, and agree to abide by the terms of the agency's statement as a condition of employment on the agreement.
- k. It will comply with the provisions of the Hatch Act which limits the political activity of certain State and local government employees.
- l. It will comply with the requirement that no program under the Act shall involve political activities.
- m. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business or other ties.
- n. It will give the State, federal and local administrators, through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant.
- o. It does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination whatsoever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of church and state.
- p. Appropriate standards for health and safety in work and training situations will be maintained.
- q. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the participant.
- r. Training will not be for any occupation which requires less than two weeks of pre employment training, unless immediate employment opportunities are available in that occupation.
- s. Training and related services will, to the extent practicable be consistent with every individual's capabilities and lead to employment opportunities which will enable participants to increase their income and become economically self sufficient.
- t. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the Local Workforce Investment Board (LWIB) has determined that there is a reasonable expectation for employment.
- u. WIA funds will, to the extent practicable, be used to supplement rather than supplant the level of funds that would otherwise be available for the planning and administration of programs under the eligible Contractor's grant.
- v. It will submit reports as required by the Secretary and/or Governor and will maintain records to provide access to them as -necessary for review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including maintenance of records to assist in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities.

- w. Financial records, supporting documents, statistical records, and all other records pertinent to a grant shall be retained for the period of four years; however, participant's participation records will be retained for five years. Payroll records will be retained for seven years.
- x. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants.
- y. Individuals receiving training on the job shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary or Governor, but in no event at a rate which is less than the highest of: (1) the minimum wage rate specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938; (2) the State or local minimum wage for the most nearly comparable covered employment; (3) the prevailing rates of pay for persons employed in similar occupations by the same employer; (4) the minimum entrance rate for the inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment the prevailing entrance rate for the occupation among other establishments in the community or area or any minimum rate required by an applicable collective bargaining agreement; (5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary or Governor, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the federal statute under which the assistance was provided.
- z. It will comply with the labor standard requirements set out in the Act.
- aa. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.
- bb. For grants, sub grants, contracts, and subcontracts in excess of \$100,000 or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act [42 U.S.C. 1857C8(c)(1)] or the Federal Water Pollution control Act [33 U.S.C. 1319(C)] and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the Contractor assures that: (1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA list of Violating Facilities; (2) it will notify the Governor, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and (3) it will include substantially this assurance, including this third part, in every nonexempt sub grant, contract, or subcontract.
- cc. Programs of institutionalized skills training shall be designed for occupations in which skill shortages exist.
- dd. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under Section 1787 of Title 38, United States Code.
- ee. It shall take appropriate steps to provide for the increased participation of qualified disabled and Vietnam era veterans in job training opportunities supported under this Act. Such steps shall include employment, training, supportive services, technical assistance and training, support for community based veterans program, and maintenance and expansion of private sector veterans employment and training and such other programs as are necessary to serve the unique readjustment rehabilitation and employment needs of veterans.
- ff. Each eligible Contractor shall, in a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and other local veteran employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans.
- gg. It will establish such standards and procedures as are necessary to ensure against program abuses including, but not limited to, nepotism; conflicts of interest; the charging of fees in connection with participation in the program; excessive or unreasonable legal fees; the improper commingling of funds under the Act with funds received from other sources; the failure to keep and maintain sufficient auditable or otherwise adequate records; kick backs; political patronage; child labor laws; the use of funds for political, religious, anti-religious, unionization, or anti-unionization activities; the use of funds for lobbying, local, state or federal legislators, and the use of funds for activities which are not- directly related to the proper operation of the program.

EXHIBIT F

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**CERTIFICATION REGARDING LOBBYING**  
**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

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The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying, in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Mary Hart  
Applicant (Name of Authorized Representative)

Associate Superintendent, Business  
Title of Authorized Representative

S. Mary Hart  
Signature of Authorized Representative

6/5/12  
Date

EXHIBIT G

DRUG-FREE WORKPLACE CERTIFICATION

COMPANY/ORGANIZATION NAME: **Santa Cruz County Office of Education**

The Contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
  - (a) The dangers of drug abuse in the workplace.
  - (b) The person's or organization's policy of maintaining a drug-free workplace.
  - (c) An available counseling, rehabilitation and employee assistance programs, and
  - (d) Penalties that may be imposed upon employees for drug abuse violations.

Provide as required by Government Code Section 8355(c) that every employee who works on the proposed contract or grant:

- (a) Will receive a copy of the company's drug-free policy statement, and
- (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. I am fully aware that this certification executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

OFFICIAL'S NAME: (print)

*Mary Hart*

OFFICIAL'S TITLE:

*Associate Superintendent, Business*

DATE EXECUTED:

*6/5/12*

EXECUTED IN THE COUNTY OF MONTEREY

CONTRACTOR SIGNATURE:

*Mary Hart*

EXHIBIT H

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CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510.

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

1. The prospective recipient of Federal assistance funds certifies, by submission of this proposal or contract, 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 an explanation to this proposal or contract.

*Mary Hart*

Applicant (Name of Authorized Representative)

*Associate Superintendent, Business*

Title of Authorized Representative

*Mary H*

Signature of Authorized Representative

*6/5/12*  
Date

## INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification set out below.

The certification in this clause is material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) pursue available remedies, including suspension and/or debarment.

The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective recipient of Federal assistance funds learn that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DOL.

The prospective recipient of Federal assistance funds further 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.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it know that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility its principals. Each participant may, but is not required to, check the List of Parties Excluded From Procurement or Non-procurement Programs.

Nothing contained in the foregoing shall be construed 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 dealings.

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 suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

EXHIBIT I

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NONDISCRIMINATION ASSURANCE

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During the performance of this Agreement CONTRACTOR agrees as follows:

CONTRACTOR shall not discriminate on the ground of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and for participants only, citizenship or participation in programs or activities funded under this Agreement, in admission or access to, opportunity or treatment in, or employment in the administration of, or in connection with, any program or activity funded under this Agreement.

As a condition to the award of financial assistance under this program, CONTRACTOR assures, with respect to operation of this WIA funded program or activity and all agreements or arrangements to carry out this program or activity, that it will comply fully with all nondiscrimination and equal opportunity statutes and regulations including, but not limited to, the following: Section 188 of the Workforce Investment Act of 1988; Title VI and VII of the Civil Rights Act of 1964, as amended; Americans with Disabilities Act of 1990; Section 504 of the Rehabilitation Act of 1973; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975, as amended; California Fair Employment and Housing Act, Government Code Sections 12900 et seq.; California Labor Code Sections 1101, 1102, and 1102.1; and with all applicable requirements imposed by or pursuant to regulations implementing those laws.

CONTRACTOR assures that it will comply fully with the nondiscrimination and equal opportunity provisions of WIA and acknowledges that the federal, state, and County of Monterey shall have the right to seek judicial enforcement of this nondiscrimination assurance.

Mary Hart

Applicant (Name of Authorized Representative)

Associate Superintendent, Business

Title of Authorized Representative

[Signature]

Signature of Authorized Representative

6/5/12

Date