

REQUEST FOR COUNCIL ACTION



CITY COUNCIL MEETING DATE:

JUNE 19, 2018

TITLE:

RECOMMEND AWARDING YOUTH PROVIDER AGREEMENTS TO THE ORANGE COUNTY CHILDREN'S THERAPUTIC ARTS CENTER, THE ORANGE COUNTY CONSERVATION CORPS, AND THE SANTA ANA PUBLIC LIBRARY FOR PROGRAM YEAR 2018-2019 {STRATEGIC PLAN NO. 2, 4}

CITY MANAGER

CLERK OF COUNCIL USE ONLY:

APPROVED

- As Recommended
- As Amended
- Ordinance on 1st Reading
- Ordinance on 2nd Reading
- Implementing Resolution
- Set Public Hearing For _____

CONTINUED TO _____

FILE NUMBER _____

RECOMMENDED ACTION

Authorize the City Manager and Clerk of Council to execute contracts and memorandum of understanding for a total amount of \$484,445 with the following Youth Service Providers for a one-year term beginning July 1, 2018 through June 30, 2019 subject to final funding notification for Grant Year 2018 from the United States Department of Labor and the California Employment Development Department and allow non-substantive changes approved by the City Manager and City Attorney:

- a. Orange County Children's Therapeutic Arts Center - \$184,000
To provide occupational skills training in the areas of office administration, mental health paraprofessional, and childcare worker certification, job preparation, paid work experience, tutoring, mentoring, counseling, and supportive services, for 22 youth;
- b. Orange County Conservation Corps - \$180,000
To provide alternative secondary education that leads to a high school diploma, credential training in forklift operator, safe food handling, customer service, computer software, job preparation, paid work experience, post-secondary education resources, and support services for 22 youth;
- c. Santa Ana Public Library - \$120,445
To provide post-secondary occupational skills training in the areas of digital technology, computer maintenance and repair, paid work experience, leadership development, tutoring, and mentoring for 15 youth.

WORKFORCE DEVELOPMENT BOARD ACTION

At its regular meeting on May 17, 2018, by a vote of 13:0 (Lewis, Luviano, Perez, Ruiz, Sanchez absent) the Workforce Development Executive Committee approved the recommended action.

DISCUSSION

Under the authority of the Workforce Innovation & Opportunity Act (WIOA), the Santa Ana Workforce Development Board (WDB) and its Youth Council are required to procure and fund Youth Service Providers to provide WIOA services to local eligible at-risk youth. Under the new legislation of WIOA there are six Performance Indicators, a requirement that at least 75% of the funds are spent on Out-of-School Youth, that 20% of youth funds are used for work experience activities, ensure youth services incorporate the mandated 14 WIOA Elements, and that at least 80% of the WIOA youth funds are obligated annually.

January of 2015 a Request for Proposal (RFP) was released seeking organizations to provide WIOA youth services. This RFP and selection process is valid for a four-year period and available to the WDB to recommend contracts thru June 2019. For the past three years the WDB has funded youth services thru the Orange County Therapeutic Arts Center, Orange County Conservation Corps, City of Santa Ana, Library, and the Orange County Labor Federation. Last year the Orange County Labor Federation withdrew as a Youth Provider and was not funded this current program year.

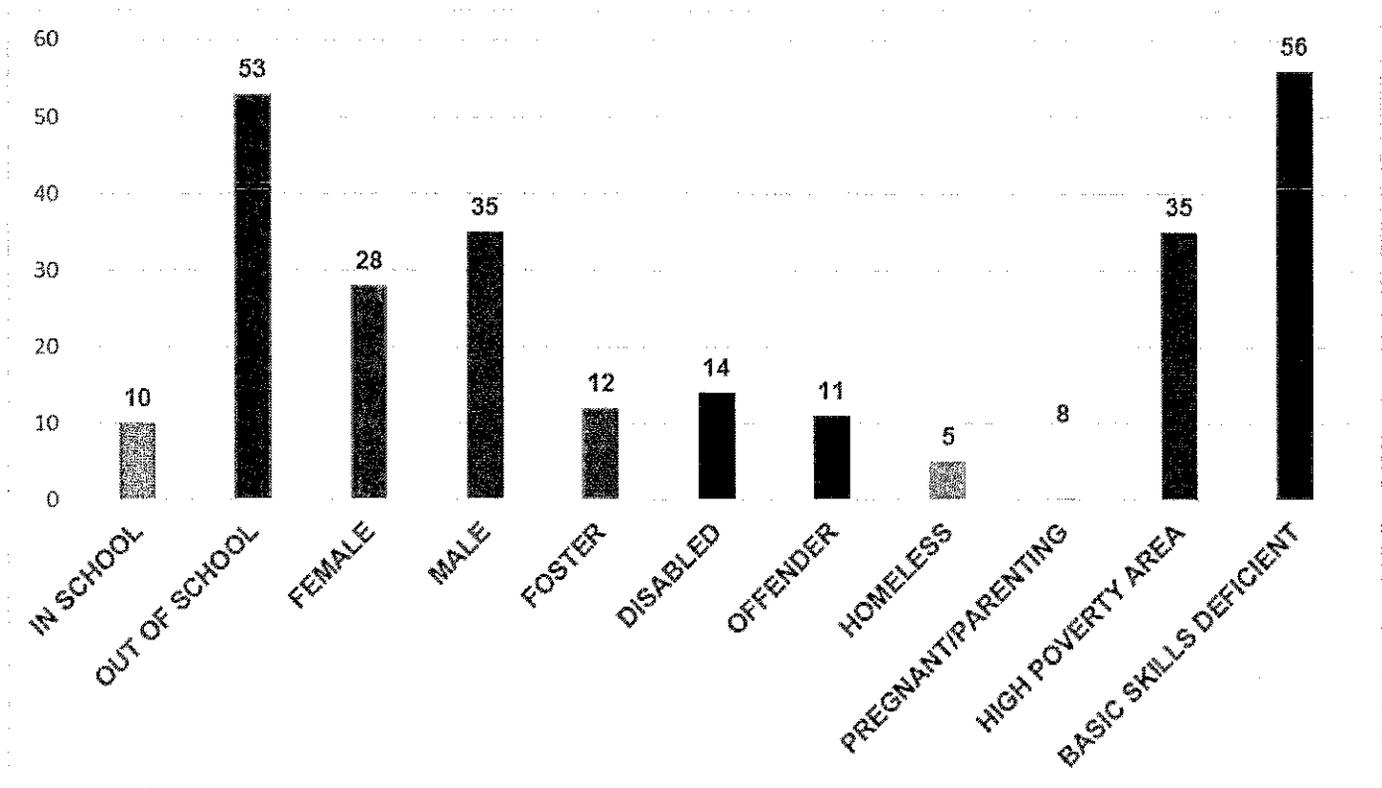
At the April 12, 2018 Youth Council meeting, an amended motion was approved to fund the same three agencies and increasing the award amounts equally between the Orange County Conservation Corps and Orange County Children's Therapeutic Arts Center by \$20,000 due to the Santa Ana Public Library's request to reduce their award to serve 15 youth instead of 22 youth. The Santa Ana Public Library cited staff capacity to continue to serve 22 youth and meet the rigors of the WIOA grant requirements as the reason for not pursuing the program moving forward.

At this time, funding for WIOA has been approved by Congress however, the Department of Labor has yet to announce and release the youth grant allocations for PY 2018-19. Because the new fiscal year is near, staff is recommending to proceed with the recommended action. Should funding be less than last year's, staff would reduce each provider equally by the same reduction percentage.

Currently all three providers are fulfilling their contractual obligations. As we transitioned from the Workforce Investment Act (WIA) to WIOA there are no youth performance measures to report for the PY 2016-17. Staff anticipate being able to report performance outcomes next year as some of the performance measures take a full two years to complete.

Below is a graph of the socio-demographic barriers and activities of the youth enrolled in the PY 2017-18 WIOA grant:

Participant Characteristics
PY 2017-18
(As of 5/31/18)



Strategic Plan Alignment

Approval of this item supports the City's effort to meet: Goal #2 Youth, Education, Recreation (Objective #4 Partner with groups and organizations to promote education, senior services, job training and development for all Santa Ana residents).

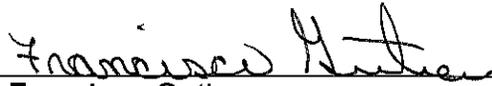
FISCAL IMPACT

Funds for these agreements and memorandum of understanding is anticipated to be available in the WIOA Youth account (no. 12318750-69135) upon City Council's adoption of the fiscal year 2018-2019 budget.

APPROVED AS TO FUNDS AND ACCOUNTS:



Steven A. Mendoza
Executive Director
Community Development Agency



Francisco Gutierrez
Executive Director
Finance and Management Services Agency

- Exhibits:
1. Agreement with Orange County Children's Therapeutic Art Center
 2. Agreement with Orange County Conservation Corps
 3. Agreement with Santa Ana Public Library

Workforce Innovation & Opportunity Act

Youth Program Provider

**Orange County Children's
Therapeutic Art Center**

2018-2019

AGREEMENT UNDER THE WORKFORCE INNOVATION AND OPPORTUNITY ACT

THIS SUBAWARD AGREEMENT, made and entered into this 1st day of July, 2018, by and between the City of Santa Ana, a charter city and municipal corporation duly organized and existing under the Constitution and laws of the State of California ("CITY") and Orange County Therapeutic Arts Center, a non-profit corporation identified by the assigned Data Universal Numbering System (DUNS) Number 014317940 ("SUBRECIPIENT").

RECITALS:

A. CITY has been designated a Local Workforce Development Area (LWDA) under the Workforce Innovation and Opportunity Act of 2014, Public Law 1-113-128 ("the Act"), Catalog of Federal Domestic Assistance (CFDA) Number 17.259 and Federal Award Identification Number (FAIN) AA253421455A6.

B. The State of California has created the LWDA to administer the Act programs operated by the State of California pursuant to the Act.

C. As a LWDA, CITY is entitled to receive federal funds to establish programs to increase the employment, retention and earnings of Participants, and increase occupational skills attainment by Participants, and as a result, improve the quality of the workforce, reduce welfare dependency, and enhance the productivity and competitiveness of the nation ("said program").

D. SUBRECIPIENT is experienced in operating workforce development programs for at-risk youth that provide preparation for secondary and post-secondary education, occupational training, and employment skills for entry into the labor market.

E. SUBRECIPIENT is willing to operate said program pursuant to the Act and California law.

WHEREFORE, for and in consideration of the respective and mutual covenants and promises hereinafter contained and made, and subject to all the terms and conditions hereof, the parties hereto do hereby agree as follows:

**I.
SUBRECIPIENT'S OBLIGATIONS**

A. SUBRECIPIENT agrees to provide the following services pursuant to said program, as more specifically set forth in SUBRECIPIENT'S Program Narrative contained in "**Exhibit A**", as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA) per 2 CFR §200.331(a)(1)(ix), and in the Performance Indicators contained in "**Exhibit B**", per 2 CFR §200.331(d) and 2 CFR §200.328, both attached hereto and by this reference incorporated herein. SUBRECIPIENT'S failure to provide said services may be grounds for CITY to readjust the level of payment to SUBRECIPIENT otherwise provided for hereinafter.

B. SUBRECIPIENT agrees to provide benefits to individuals who participate in the activities and services funded by this Agreement ("Participants") in accordance with the standards and requirements set forth in the Act.

C. SUBRECIPIENT agrees to perform the services set forth herein in a professional, timely and diligent manner.

D. SUBRECIPIENT shall provide wages and benefits to Participants in accordance with the standards and requirements of the Act, including Section 181 of the Act.

E. SUBRECIPIENT shall adhere to the Labor Standards described in the Act, including Section 181 of the Act.

F. SUBRECIPIENT agrees to comply with the "Complaint Handling Procedures Under the WIOA", attached hereto as "Exhibit C" and incorporated herein as though fully set forth in 20 CFR 658.411. SUBRECIPIENT shall advise Participants of their rights to file complaints under the Act and the procedures for resolution of any complaints. CITY's procedures for handling complaints alleging a violation of the Act, regulations, grants, or other agreements under the Act shall be followed and any decision of CITY, the State or the federal government relating to the complaint shall be binding and followed by SUBRECIPIENT. SUBRECIPIENTS who are employers shall operate a grievance system that incorporates CITY's procedures for resolution of complaints relating to the terms and conditions of employment; these procedures shall be approved in writing by CITY.

G. As a condition of this award of financial assistance under the Act to SUBRECIPIENT from CITY, SUBRECIPIENT assures, with respect to operation of all programs or activities funded with funds provided pursuant to the Act, and all agreements or arrangements to carry out such programs or activities, that it will comply fully with the nondiscrimination and equal opportunity provisions of the Act (Section 188) and compliance with Equal Employment Opportunity provisions in Executive Order (E.O.) 11246, as amended by E.O. 11375 and supplemented by the requirements of 41 CFR Part 60; 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; the Americans with Disabilities Act of 1990; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including, but not limited to, 29 CFR Parts 33 and 37. The United States, the State of California and CITY have the right to seek judicial enforcement of this assurance.

H. SUBRECIPIENT agrees that no participant(s) shall commence training prior to the approval of funding pursuant to Section 123 of the Act.

I. SUBRECIPIENT agrees to the following accounting, monitoring, auditing, and review requirements:

1. SUBRECIPIENT agrees to maintain such records and submit such reports, data and information, on the form and containing such information, at such times as CITY may request or require regarding the performance of SUBRECIPIENT'S services or activities, costs or other data, including but not limited to, Participants' attendance, payroll records and job duty statements.

2. SUBRECIPIENT agrees to forward to the Santa Ana Work Center Administrative Office, 801 W. Civic Center Dr., Suite 200, Santa Ana, California 92701 completed Workforce Innovation and Opportunity Act Application form and supporting documents; a complete Workforce Innovation and Opportunity Act Enrollment; any subsequent updates; Workforce Innovation and Opportunity Act Youth Test Scores form; Workforce Innovation and Opportunity Act Exit form upon completion/termination of active enrollment of participant; and the Workforce Innovation and Opportunity Act Follow-Up form within 20 days following 30, 60, 90, 180, 270, and 360 days of exit. SUBRECIPIENT agrees to enter information on the State of California's CalJobs database system as instructed and requested by the Santa Ana Work Center Administration.

3. CITY, the State of California and the United States government and/or their representatives shall have access for purposes of monitoring, auditing and examining of SUBRECIPIENT'S activities, performance, books, documents, papers, and records of SUBRECIPIENT SUBRECIPIENTS, bookkeepers and accountants, and employees and Participants related to this Agreement. Such agencies or representatives shall also schedule on-site monitoring in their discretion. Monitoring activities may also include, but are not limited to, questioning employees and Participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of SUBRECIPIENT are kept (2 CFR §200.330). Nothing herein shall be construed to require access to any privileged or confidential information as set forth in federal or state law.

4. In the event SUBRECIPIENT does not make the above-referenced documents available within the City of Santa Ana, California, SUBRECIPIENT agrees to pay all necessary and reasonable expenses incurred by CITY in conducting any audit at the location where said records and books of account are maintained.

5. All accounting records and evidence pertaining to all costs of SUBRECIPIENT and all documents related to this Agreement shall be kept available at the location where SUBRECIPIENT conducted the program, as well as in the County of Orange, for the duration of this Agreement and thereafter for three (3) years after completion of an audit. Records which relate to (a) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement, or (b) costs and expenses of this Agreement to which CITY, the State of California or the United States Government take exception, shall be retained beyond the three (3) years until resolution of disposition of such appeals, litigation, claims, or exceptions.

J. Without prejudice to any other section of this Agreement, SUBRECIPIENT shall, where applicable, maintain the confidential nature of information provided to it concerning Participants in accordance with the requirements of federal and state law. Notwithstanding the foregoing, SUBRECIPIENT agrees to submit to CITY, the State of California and/or the United States Government or their representatives, all records requested for administrative purposes, including audits, examinations, monitoring and verification of records submitted by SUBRECIPIENT, costs incurred and services rendered hereunder.

K. SUBRECIPIENT agrees to complete a monthly Invoice form showing in detail the amount of money already expended by SUBRECIPIENT hereunder, as this is a cash reimbursement

contract. Accounting records must be supported by such source documentation as invoices, bills, statements, proof of payment, such as cancelled checks, payment confirmations, account statements, paid bills, payroll records, time and attendance records, and contract and subgrant award documents (2 CFR §200.101(b)(2)). SUBRECIPIENT agrees to submit the above-stated documents to the WDB Administrative Office, 1000 East Santa Ana Blvd., Suite 200, Santa Ana, California, 92701, by the tenth (10th) day of the month following the month in which SUBRECIPIENT'S services are performed. Should SUBRECIPIENT fail to deliver said documents to CITY within thirty (30) days of said deadline, CITY shall provide SUBRECIPIENT with written notice of such deficiency. If said deficiency is not corrected within thirty (30) days of mailing such written notice, CITY shall have the option to deobligate SUBRECIPIENT's funds and cancel this Agreement by giving SUBRECIPIENT ten (10) days written notice thereof. SUBRECIPIENT shall either return to the CITY excess revenues over costs or use such excess revenues as program income for additional training activities authorized under the Act.

L. SUBRECIPIENT agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations. SUBRECIPIENT also agrees to provide, at SUBRECIPIENT'S own expense, supplies and other costs of said PROGRAM.

M. SUBRECIPIENT shall arrange independently for an audit that includes WIOA funds received from CITY, in accordance with the Act, 2 CFR 200.500. SUBRECIPIENT shall submit one original of each required audit report to CITY within thirty (30) days after the date received by SUBRECIPIENT. Should SUBRECIPIENT fail to comply with these requirements, CITY may, at its option, withhold payment of funds, disallow funds, or suspend additional grant funds.

N. SUBRECIPIENT shall not expend funds pursuant to this Agreement to provide services to any participant where costs of training are paid for by any other person or entity.

O. SUBRECIPIENT shall comply with the provisions of Uniform Guidance 2 CFR Part 200 of the U.S. Office of Management and Budget (OMB) and all other applicable federal statutes and executive orders and their implementing regulations, including regulations at 29 CFR Part 97.

P. SUBRECIPIENT shall comply with the requirements of federal regulations found at 29 CFR Part 93, which provide that no appropriated funds may be expended by the recipient of a federal contract, grant, loan or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, member of Congress or an officer or employee of a member of Congress in connection with awarding of any federal contract, the making of any federal grant or loan, entering into any cooperative agreement and the extension, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. SUBRECIPIENT shall sign a Certification Regarding Lobbying to that effect in a form as set forth in "Exhibit D," attached hereto and by this reference incorporated herein. SUBRECIPIENT shall submit said signed Certification to CITY prior to performing any of its obligations under this Agreement and prior to any obligation arising on the part of CITY to pay any sums to SUBRECIPIENT under the terms and conditions of this Agreement.

Q. SUBRECIPIENT agrees to provide a drug-free work place and to execute a Drug Free Workplace Certification as set forth in "Exhibit E" attached hereto and incorporated herein by this reference.

R. SUBRECIPIENT, in accordance with the Child Support Compliance Act, recognizes and acknowledges the importance of child and family support obligations and shall fully comply with all state and federal laws relating to child and family support enforcement, including, but not limited to: disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the state Family Code; and, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Employee Registry maintained by the California Employment Development Department (EDD).

S. SUBRECIPIENT agrees to comply with all applicable provisions of the Act, and all applicable federal regulations, including, but not limited to, the Code of Federal Regulations, Subtitle A—Office of Management and Budget Guidance for Grants and Agreements, as well as all applicable state and local regulations.

T. SUBRECIPIENT agrees to remain in compliance with the Certification Regarding Debarment (“Exhibit F”), as required by the regulations implementing Executive Order 12549, Debarment and Suspension, (2 CFR Part 180).

U. SUBRECIPIENT agrees to provide priority of services for veterans and eligible spouses pursuant to 20 CFR Part 1010, and the regulations implementing priority of service for veterans and eligible spouses in Department of Labor job training programs under the Jobs for Veterans Act published at 73 Fed.Reg. 78132 on December 19, 2008.

V. SUBRECIPIENT acknowledges that the official name for the statewide system of providing employment and training through the WIOA partnerships and various other local programs is “America’s Job Center”. To achieve the goals of this grant, it is important that the public has a quick and easy method to identify that the projects or programs they are taking part in are part of the “America’s Job Center”. SUBRECIPIENT agrees to place the America’s Job Center logo, in accordance with the State of California guidelines for such use, on all public materials, such as statements, press releases, brochures, advertisements, reports and other documents describing projects or programs funded in whole or in part with WIOA funds. When the America’s Job Center logo is used, SUBRECIPIENT may accompany it with the following statement, “The (Program Name) is a proud partner of the America’s Job Center network”. SUBRECIPIENT shall not use the America’s Job Center logo in any manner that would imply that the State of California endorses a commercial product, service or activity.

II. CITY'S OBLIGATIONS

A. On Date Pending the CITY was awarded a Department of Labor Workforce Innovation and Opportunity Act youth grant of \$Pending or fiscal year 2018-2019. CITY agrees to pay to SUBRECIPIENT when, if and to the extent federal funds are received under the provisions of the Act a sum not to exceed \$184,000.00 for SUBRECIPIENT'S performance in accordance with the Budget attached hereto as "Exhibit G" and incorporated herein by reference, during the period of this Agreement. Said sum shall be paid after CITY receives invoices submitted by SUBRECIPIENT as provided hereinabove.

B. Pursuant to 2 CFR §200.331(a)(4), the Indirect Cost Rate for the SUBRECIPIENT's award shall be an approved federally recognized indirect cost rate negotiated between the SUBRECIPIENT and the Federal government, or, if no such rate exists, either a rate negotiated between the CITY and the SUBRECIPIENT, or a de minimis indirect cost rate as defined in 2 CFR §200.414(b) Indirect (F&A) costs.

C. SUBRECIPIENT has the ability to adjust line item amounts in the budget with the approval of the Executive Director, so long as the total Budget amount does not increase.

D. CITY agrees to provide for on-site monitoring reviews of said program operation at least annually. In addition, monthly desk-top reviews of pertinent information will be conducted.

E. CITY has the right to de-obligate the funds hereunder, and take such funding back from SUBRECIPIENT, due to any of the following reasons: (a) lack of performance by SUBRECIPIENT; (b) lack of fiscal accountability of SUBRECIPIENT; or (c) decrease in available funding.

**III.
TERM OF AGREEMENT**

A. This Agreement shall commence on July 1, 2018, and all duties arising under this Agreement shall have been performed by June 30, 2019. The Term of this Agreement may be extended by a writing executed by the City Manager and the City Attorney. SUBRECIPIENT acknowledges and agrees that it must provide follow-up services for one (1) year after the Term, whether funded or not.

B. SUBRECIPIENT agrees to comply with the closeout procedures detailed in 2 CFR §200.343, including the following:

1. SUBRECIPIENT must submit, no later than ninety (90) calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award;

2. Unless the CITY authorizes an extension, SUBRECIPIENT must liquidate all obligations incurred under the Federal award not later than ninety (90) calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award;

3. SUBRECIPIENT must promptly refund any balances of unobligated cash that the CITY paid in advance or paid and that is not authorized to be retained by SUBRECIPIENT for use in other projects (See OMB Circular A-129 and 2 CFR §200.345);

4. SUBRECIPIENT must account for any real and personal property acquired with Federal funds or received from the Federal government in accordance with 2 CFR §§200.310-200.316 and 200.329; and,

5. The CITY should complete all closeout actions for the Federal award no later than one year after receipt and acceptance of all required final reports.

**IV.
INDEPENDENT CONTRACTOR**

Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

**V.
WORKER'S COMPENSATION AND EMPLOYER'S RIGHTS**

A. SUBRECIPIENT shall use appropriate funds received from CITY to provide workers' compensation to all those hired by SUBRECIPIENT under this Agreement.

B. SUBRECIPIENT shall have the right to hire, dismiss, or promote its employees or contract personnel hired under this Agreement so long as its hiring or dismissal policy or standard does not violate Title VII of the Civil Rights Act of 1964, Fair Labor Standards Act of 1938, or any other applicable law, and SUBRECIPIENT maintains itself as an Equal Opportunity employer.

**VI.
APPLICABLE GUIDELINES**

A. The parties hereto agree that SUBRECIPIENT shall comply with all applicable federal and state laws and regulations, including, but not limited to the Performance Indicators (**Exhibit B**) and general program requirements described in Sections 2 and 116 of the Act, and applicable regulations, and the U.S. Department of Labor guidelines and regulations, including amendments or revisions made during the terms of this Agreement. Said applicable laws are hereby incorporated by reference and made part of this Agreement as though fully set forth herein.

B. SUBRECIPIENT also assures and certifies that:

1. SUBRECIPIENT acknowledges and confirms that the U.S. Department of Labor has established six (6) performance indicators for youth: (a) Percent of Participants who are in education/training activities, or in unsubsidized employment during the 2nd quarter after exit; (b) Percent of Participants who are in education/training, or in unsubsidized employment during the 4th quarter after exit; (c) the median earnings of Participants in unsubsidized employment during the 2nd quarter after exit; (d) Percent of Participants who obtain recognized postsecondary credential or secondary diploma during participation or within 1 year after exit; (e) Percent of Participants who, during the program, are in education or training that leads to a recognized postsecondary credential or employment and who are achieving measurable skill gains; and, (f) effective in serving employers. SUBRECIPIENT agrees to implement and shall meet any additional performance indicators that may be subsequently required by the Workforce Innovation and Opportunity Act or by any other Federal,

State, and local law.

2. SUBRECIPIENT shall comply with Title VII of the Civil Rights Act of 1964 (P.L. 83-354) and in accordance with Title VII of the Act, requiring that no person shall, on the grounds of race, color, religion, sex, age, handicap or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

3. SUBRECIPIENT shall comply with any and all federal laws limiting the political activity of employees hired under this Agreement.

4. SUBRECIPIENT shall comply with the requirements that no program under the Act shall involve political activities.

5. RECORD INSPECTION. SUBRECIPIENT shall provide the U.S. Department of Labor and the Controller General, by and through any authorized representative, as well as the WIB Administrative Office, access to and the right to examine all records, books, papers or documents relating to the accounting and use of funds under this Agreement for a three-year period from and after the effective date of this Agreement.

6. No person with responsibilities in the operation of any program under the Act shall discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, political affiliation or beliefs.

7. SUBRECIPIENT shall maintain appropriate standards for health and safety in work and training situations.

8. SUBRECIPIENT shall comply with general provisions, assurances, and execute the Assurances and Certifications attached hereto as "Exhibit H" and incorporated herein.

9. EQUAL OPPORTUNITY. Any literature distributed by SUBRECIPIENT for the purpose of apprising businesses, Participants, or the general public of its programs under this Agreement shall state that its programs are supported by the City of Santa Ana and the Santa Ana Workforce Investment Board, and shall state that the program is an "equal opportunity employer/program" and that "auxiliary aids and services are available upon request to individuals with disabilities."

10. Based on the population eligible to be served, or likely to be directly affected by the WIOA program or activity, the services or information may need to be provided in a language other than English in order to allow such population to be effectively informed about or able to participate in the program or activity. Pursuant to 29 CFR 37.35, SUBRECIPIENT must take reasonable steps to provide services and information in appropriate languages after considering the scope of the program or activity, and the size and concentration of the population that needs services or information in a language other than English.

11. SUBRECIPIENT certifies that all property, finished or unfinished documents, data, studies and reports prepared or purchased under this Agreement, will be disposed of in accordance with the direction of the CITY. In addition, any tools and/or equipment furnished to the SUBRECIPIENT by the CITY and/or purchased by the SUBRECIPIENT with funds pursuant to this

Agreement, will be limited to use within the activities outlined in this agreement and will remain the property of the United States Government and/or CITY. Upon termination of this Agreement, SUBRECIPIENT will immediately return such tools and/or equipment to the CITY or dispose of them in accordance with the direction of the CITY.

12. SUBRECIPIENT certifies that this Agreement 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, as specified by Article XVI, Section 5, of the Constitution of the State of California, regarding separation of church and state.

13. PATENT, COPYRIGHTS AND RIGHTS IN DATA. The SUBRECIPIENT will disclose to the CITY any invention, written product, or computer program developed, or data assembled, as a result of performance of work under this Agreement, within seventy four (74) days of invention, development or assembly. The CITY, State of California, and U.S. Department of Labor will have the right to patent any invention and copyright any written product or computer program or data generated by SUBRECIPIENT. Upon written request, SUBRECIPIENT will transfer all pertinent information, specifications and right, title and interest to the designated agency.

14. INVENTIONS, PATENTS AND COPYRIGHTS.

A. **Reporting Procedure.** If any project produces patentable items, patent rights, processes, or inventions in the course of work under a U.S. Department of Labor (DOL) grant or agreement, the SUBRECIPIENT shall report the fact promptly and fully to the CITY. The CITY shall report the fact to the Grant Officer, at the DOL. Unless there is a prior agreement between the CITY and the DOL and its representative on these matters, the DOL shall determine whether to seek protection on the invention or discovery. The DOL and its representative shall determine how the rights in the invention or discovery, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the "Governmental Patent Policy" (President's Memorandum for Heads of Executive Departments and Agencies, August 23, 1971, and Statement of Government Patent Policy as printed in 36 FR 16889).

B. **Copyright Policy.**

1. Unless otherwise provided in the terms of the grant or agreement, when copyrightable material is developed in the course of or under a DOL Grant or agreement, the author and the CITY which developed the work is free to copyright material or to permit others to do so. The SUBRECIPIENT and the Workforce Development Board (WDB) shall have a royalty-free, nonexclusive and irrevocable license to reproduce, publish, use and to authorize others to use all copyrighted material.

2. The DOL reserves 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 in any work developed under any grant, sub-grant, or contract under a grant or subgrant; (b) Any right of copyright to which a grantee, subgrantee or a SUBRECIPIENT purchases ownership with grant support; and, (c) SUBRECIPIENT shall comply with the requirements of 29 CFR Part 97.34.

C. **Rights to Data.** The DOL and the CITY shall have unlimited rights to any data first procured or delivered under this Agreement.

15. **CLEAN AIR / CLEAN WATER ACT.** If the grant hereunder exceeds \$100,000, SUBRECIPIENT must comply with Section 306 of the Clean Air Act [(42 USC 1875(h)]; Section 508 of the Clean Water Act (33 USC 1368); Executive Order 11738 and Environmental Protection Agency ("EPA") regulations (40 CFR Part 35) as any may now exist or be hereafter amended. Under these laws and regulations, the SUBRECIPIENT assures that:

- (a) No facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities;
- (b) It will notify CITY prior to award of the receipt of any communication from the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and,
- (c) It will notify the CITY and the EPA about any known violation of the above laws and regulations.

16. **SUBRECIPIENT agrees to adhere to the following STANDARDS OF CONDUCT:**

a. **General Assurance.** Every reasonable course of action will be taken by SUBRECIPIENT in order to maintain the integrity of this expenditure of public funds and to avoid favoritism. This Agreement will be administered in an impartial manner, free from errors to gain personal, financial, political gain. SUBRECIPIENT, its officers and employees, in administering this Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.

b. **Employment of Former State or CITY Employees.** SUBRECIPIENT will ensure that any of its employees who were formerly employed by the State of California or CITY, in a position that could have enabled such individuals to impact policy regarding or implementation of programs covered by this Agreement, will not be assigned to any part or phase of the activities conducted pursuant to this Agreement for a period of not less than two (2) years following the termination of such employment.

c. **Conducting Business Involving Relatives.** No relative by blood, adoption or marriage of any executive or employee of SUBRECIPIENT will receive favorable treatment when considered for enrollment in programs provided by, or employment with, SUBRECIPIENT.

d. **Conducting Business Involving Close personal Friends and Associates.** Executives and employees of SUBRECIPIENT will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering this Agreement, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for SUBRECIPIENT to conduct business with a friend or associate of an executive or employee of SUBRECIPIENT, an elected official in the area or

a voting or non-voting member of the Workforce Investment Board (WIB), a permanent record of the transaction will be retained.

e. Avoidance of Conflict of Economic Interest. No executive or employee of SUBRECIPIENT elected official in the area, or voting or non-voting member of a WDB, will solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by SUBRECIPIENT or CITY. Supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes asserted or allowed under this Agreement. No voting member of the WDB will cast a vote on the provision of services or vote on any matter which would provide direct financial benefit to that member or any business or organization which the member directly represents.

f. Salary and Bonus Limitations. All Subrecipients of WIOA program funds are required to comply with federal requirements regarding the limitations on salary and bonus payments in accordance with Public Law 109-149, Section 7013.

**VII.
HOLD HARMLESS**

A. SUBRECIPIENT shall indemnify and save harmless CITY, its officers, agents and employees, from and against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of CITY, and shall defend, indemnify and save harmless CITY, its officers, agents and employees, from any and all claims, demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitation, workers' compensation claims, resulting from or arising out of the negligent acts, errors or omission of SUBRECIPIENT, its employees or subcontractors.

B. SUBRECIPIENT shall indemnify and save harmless CITY, its officers, agents and employees, from and against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of CITY, and shall defend, indemnify and save harmless CITY, its officers, agents and employees, from and against any and all claims, demands, suits, actions or proceedings therefore, resulting from or arising out of the intentional or malicious acts of SUBRECIPIENT, its employees or subcontractors.

**VIII.
INSURANCE**

1. Commercial General Liability. SUBRECIPIENT agrees to obtain and keep in force during the term of this Agreement a policy of comprehensive commercial general liability insurance insuring the State of California, CITY, and SUBRECIPIENT against any liability for accident, injury or death arising out of or in consequence of this Agreement. Such insurance shall be in an amount not less than One Million Dollars (\$1,000,000.00) for any injury to or death of any person or persons in any single accident or occurrence, with \$2,000,000 in the aggregate coverage. Said policy of comprehensive general liability insurance shall be endorsed to provide to CITY and to the State of California, Employment Development Department, at least thirty (30) days written notice prior to cancellation; name CITY, its officers, agents, employees, and volunteers, and the State of California, its officers, employees, and volunteers as Additional Insured; and state that such coverage is primary to any other coverage or self-insurance of the State of California and CITY (in substantially the form as

Exhibit I , Additional Insured Endorsement, attached hereto). Governmental entities may substitute a certificate of self-insurance.

2. Automobile Liability Coverage. SUBRECIPIENT shall also obtain and maintain, during the effective period of this Agreement, broad form automobile liability coverage with at least \$1,000,000 limit unless reduced by CITY, which applies to both owned/leased and non-owned automobiles used by SUBRECIPIENT employees or Participants in performance of this Agreement, or, in the event that CITY will not utilize such owned/leased automobiles but intends to require employees, Participants or other agents to utilize their own automobiles in the performance of this Agreement, SUBRECIPIENT shall secure and maintain on file from all such employees, Participants, or agents as self-certification of automobile insurance coverage. Governmental entities may substitute a certificate of self-insurance.

3. Workers' Compensation. If SUBRECIPIENT is an "employer", as set forth in California Labor Code Section 3300 et seq., or utilizes Participants as "employees," as set forth in California Labor Code Section 3350 et seq., SUBRECIPIENT shall obtain and keep in force during the term of this Agreement full Workers' Compensation insurance coverage for injuries suffered by Participants. Said insurance policy shall guarantee CITY at least thirty (30) days written notice of cancellation or modification. SUBRECIPIENT shall carry medical and accident insurance for those Participants not qualifying as "employees" for Worker's Compensation Coverage, pursuant to California Labor Code Section 3350, et seq.

4. Equipment Coverage. SUBRECIPIENT shall purchase a policy or policies of insurance covering loss or damage to any and all Equipment provided to or purchased by SUBRECIPIENT in accordance with this Agreement. Said insurance shall be in the amount of the full replacement value thereof, providing protection against the classification of fire, extended coverage, vandalism, malicious mischief, theft, and special extended perils. Governmental entities may substitute a certificate of self-insurance.

5. Youth Protection. To maintain a safe environment, funded youth providers that serve youth under the age of 18 will need to provide a Youth Protection Policy and proof of Sexual Abuse & Molestation insurance coverage of at least \$2,000,000. Youth providers will be held responsible for conducting a background clearance (live-scan) for staff that have direct interaction with youth Participants that are under the age of 18.

6. Proof of Insurance. Certificates and endorsements must be submitted and approved by CITY prior to any work under this Agreement. SUBRECIPIENT understands that CITY will make no payments under this Agreement until the required certificates and endorsements have been approved by CITY.

**IX.
CORPORATE STATUS**

All corporate SUBRECIPIENTs shall be in good standing, without suspension by the California Secretary of State, Franchise Tax Board or Internal Revenue Service. Any change in corporate status or suspension shall be reported immediately to CITY.

**X.
ASSIGNABILITY**

None of the duties of, or work to be performed by, SUBRECIPIENT under this Agreement shall be subcontracted or assigned to any agency, consultant, or person without the prior written consent of CITY. SUBRECIPIENT must submit all subcontracts and other agreements that relate to this Agreement to CITY. SUBRECIPIENT acknowledges and agrees that it must follow procurement regulations for SUBRECIPIENTS (2 CFR §200.317). No subcontract or assignment shall terminate or alter the legal obligations of SUBRECIPIENT pursuant to this Agreement.

**XI.
LAWS GOVERNING THIS AGREEMENT**

In its performance under this Agreement, SUBRECIPIENT shall fully comply with the requirements of the following, whether or not otherwise referred to in this Agreement:

1. The Act and all applicable federal statutes, regulations, policies, procedures and directives, including but not limited to, 2 CFR 200 and 20 CFR. Parts 651 and 654
2. All applicable State statutes, regulations, policies, procedures and directives;
3. All applicable CITY policies, procedures and directives;
4. All applicable local ordinances and requirements, including use permits and licensing;
5. Court orders applicable to its operation; and,
6. The terms and conditions of this Agreement.

If any of the foregoing is enacted, amended, or revised, SUBRECIPIENT will comply with such or will notify CITY after enactment or modification that it cannot so comply. CITY may thereupon terminate this Agreement, if necessary.

**XII.
EXCLUSIVITY AND AMENDMENT OF AGREEMENT**

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of SUBRECIPIENT by CITY, and contains all the covenants and agreements between the parties with respect to such employment. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement or amendment hereto shall be effective unless executed in writing and signed by both CITY and SUBRECIPIENT.

**XIII.
FRAUD**

SUBRECIPIENT shall immediately report to CITY all instances and facts concerning possible fraud, abuse or criminal activity relating to expenditure or receipt of funds under this Agreement.

**XIV.
CONTINGENCY OF FUNDS**

SUBRECIPIENT acknowledges that approval of and funding for this Agreement is contingent upon State approval, and funds received or obligated from the State of California to CITY. If such approval of funds is not forthcoming, or is otherwise limited, CITY shall immediately notify SUBRECIPIENT. Within twenty (20) days of receipt of such notice, SUBRECIPIENT shall modify or cease operations as directed by CITY and negotiate necessary modification to this Agreement and/or reimbursement of costs incurred hereunder.

**XV.
TERMINATION**

A. This Agreement may be terminated by either party at its sole discretion, upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. However, SUBRECIPIENT may not terminate this Agreement if undue hardship will result to any participant.

B. In the event SUBRECIPIENT defaults by failing to fulfill all or any of its obligations hereunder, CITY may declare a default and termination of this Agreement by written notice to SUBRECIPIENT, which default and termination shall be effective on a date stated in the notice which is to be not less than ten (10) days after certified mailing or personal service of such notice, unless such default is cured before the effective date of termination stated in such notice. If terminated for cause, CITY shall be relieved of further liability or responsibility under this Agreement, or as a result of the termination thereof, including the payment of money, except for payment for approved expenses incurred for services satisfactorily and timely performed prior to the mailing or service of the notice of termination, and except for reimbursement of (1) any payments made for services not subsequently performed in a timely and satisfactory manner, and (2) costs incurred by CITY in obtaining substitute performance.

**XVI.
DISPUTES**

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by CITY. In such a case CITY shall reduce its decision to writing and mail or otherwise furnish a copy thereof to SUBRECIPIENT. The decision of the City shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, CITY receives from SUBRECIPIENT written request to appeal said decision.

Procedures governing the appeal shall be prescribed by CITY and/or the State of California in accordance with the Act and all corresponding regulations and OMB circulars. Pending final disposition of the appeal, SUBRECIPIENT shall act in accordance with CITY's decision unless the dispute involves a change order.

**XVII.
BREACH - SANCTIONS**

If, through any cause, SUBRECIPIENT violates any of the terms and conditions of this Agreement, and/or prior agreements whereby grant funds were received by SUBRECIPIENT pursuant to this Agreement, or if SUBRECIPIENT reports inaccurately or if any Audit Report makes disallowances, SUBRECIPIENT shall promptly remedy its acts or omissions and/or repay CITY all amounts due CITY as a result of SUBRECIPIENT's violation. For any such failures or violations, CITY shall also have the right at its sole discretion to either: (1) discontinue program support until such time as SUBRECIPIENT fulfills its obligations or remedies all violations of this Agreement or prior agreements; and/or (2) collect outstanding amounts as determined by CITY due CITY by offsetting or debiting from current claims or invoices, if after thirty (30) days' written notice SUBRECIPIENT has failed to repay same or a repayment schedule has not been made; and/or (3) terminate this Agreement by giving written notice to SUBRECIPIENT of such termination in accordance the notice provision in Paragraph XVIII herein below.

**XVIII.
NOTICES**

All notices, reports and correspondence between the parties hereto respecting this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

CITY: City of Santa Ana
Manager, WDB Administrative Office
P.O. Box 1988 (M-76)
Santa Ana, CA 92702

CLERK: Clerk of the City Council
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988
Telefacsimile (714) 647-6956

SUBRECIPIENT: Orange County Therapeutic Art Center
2215 N. Broadway, Santa Ana, CA 92706
Phone: (714) 547-5468
Fax: (714) 564-6990

**XIX.
MERGER**

This Agreement, together with the attachments hereto, expresses the total understanding of the parties. There are no oral understandings of the parties or terms and conditions other than as stated herein.

**XX.
VALIDITY**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**XXI.
MISCELLANEOUS PROVISIONS**

a. Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify CITY fully, including reasonable costs and attorney's fees, for any injuries or damages to CITY in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above-written.

ATTEST:

"CITY"

Maria D. Huizar
Clerk of the Council

By: _____
Raul Godinez II,
City Manager

APPROVED AS TO FORM:
Sonia R. Carvalho
City Attorney

"SUBRECIPIENT"

By: 

Ryan O. Hodge
Assistant City Attorney

BY: _____
Name: Dr. Ana Jimenez-Hami
Title: Executive Director
Tax ID #: 33-0930891

RECOMMENDED FOR APPROVAL:

Steven A. Mendoza
Executive Director
Community Development Agency

**2018-19 Orange County Children’s Therapeutic Arts Center
Youth Employment Program - WIOA Proposal**

1. Experience/Qualifications:

- A. Agency description** - The Orange County Children’s Therapeutic Arts Center (OCCTAC) is recognized as one of Santa Ana’s leading community builders for children, youth and families. We prioritize on serving at-risk youth, foster youth, and youth with disabilities, including: learning disabilities, health impairments, developmental disabilities, and others. Our programs integrate youth with and without disabilities in a nurturing, community-based environment that teaches respect, disability awareness, and full inclusion.
- B. List the facility address and address of headquarters if different location. Please include major cross streets.** OCCTAC is located at 2215 N Broadway, Santa Ana, CA. 92706. Our major cross streets are North Broadway and Buffalo.
- C. Indicate hours of operation for facility**

| Days | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday |
|-------|----------------------|-----------------------|----------------------|-----------------------|-----------------------|-----------------------|--------|
| Hours | 8:30 a.m. - 8:00p.m. | 8:30 a.m. - 8:00 p.m. | 8:30 a.m.- 8:00 p.m. | 8:30 a.m. - 8:00 p.m. | 8:30 a.m. - 7:30 p.m. | 8:30 a.m. - 4:00 p.m. | Closed |

- D. Briefly indicate what makes your facility youth friendly and suitable for the proposed program.** OCCTAC has been providing great programs for Santa Ana youth during the past 15 years! We prioritize on a wide variety of programs that motivate and engage youth in a stimulating and friendly environment. Also, we are strategically located close to bus terminals for the convenience of the youth; and our facility is compliant with all ADA guidelines and regulations. In summary, our facility, hours of operations, location, and wide variety of programs make our services very accessible, a facility youth friendly and suitable for the proposed WIOA program.
- E. Provide brief information on the following elements:**
 - 1. Average annual operating budget and sources of revenue** - The average annual operating budget for the OCCTAC is approximately \$750,000. OCCTAC’s sources of revenue come from a variety of sources, including: county contracts, grants, fee for service, private donations, public donations, and fundraising.
 - 2. Brief description of staff** - OCCTAC is staffed by highly qualified bilingual staff, including: credentialed teachers, artists, therapists, counselors certified to provide services to youth with and without disabilities. There are 7 Full-time staff and 40-Part-time employees who are employed in various classes and programs at our agency.
 - a. Executive Director**—Dr. Ana Jimenez-Hami is the Founder and Executive Director of OCCTAC. She earned a doctoral degree in the fields of Educational Psychology and Special Education. She is also an Adjunct Faculty at Chapman University in the School of Education. Dr. Jimenez will be responsible for supervising the WIOA staff and ensure the success of the program, as well as monitoring the budget and overall program goals. *Time allocation for this program is 20% - this is not a WIOA funded position.*

**2018-19 Orange County Children's Therapeutic Arts Center
Youth Employment Program - WIOA Proposal**

- b. **Accounting Clerk** - Veronica Maldonado has been working at OCCTAC for seven years. Prior to working at OCCTAC, she worked at Digital Spectrum Solutions for 9 years as an accounting clerk and 3 years at Towne Inc. Her 12 years of experience in Accounting include: Accounts Receivable, Accounts Payable, and \$12.0M Accounts reconciliations, Mass Merchant experience: price protection, marketing and co-op program monies, RTV deduction, research analysis & problem solving payment data issues, MAS90, EDI, and QuickBooks accounting software experience. Time allocation for this program is 23% - see budget narrative.
- c. **WIOA-Program Coordinator**— Will hold a Bachelor's degree in Social Sciences or related field. They will have 3 years of experience working with transitional age youth (16-24) and minimum one year of experience working with youth with disabilities. Coordinator will work closely with the Case Manager in order to evaluate the youth for needs and allocate supportive services. Coordinator will assure that WIOA staff are meeting goals with youth, plan program year according to the 14 program elements in WIOA Directive. Time allocation for this program is 83% - see budget narrative.
- d. **WIOA-Case Manager / Job Developer**— Will hold a Bachelor's degree in Social Sciences or related field. They will have 3 years of experience working with transitional age youth (16-24) and minimum one year of experience working with youth with disabilities. Case Manager will work closely with the youth in order to plan a program around their needs and assist them in achieving their goals. Time allocation for this program is 75% - see budget narrative.
- e. **Career Counselor**— Will hold a Bachelor's degree in Social Sciences or related field. They will have 3 years of experience working with transitional age youth (16-24) and minimum one year of experience working with youth with disabilities. The career counselor must also have experience working with the different academic levels of 9th grade to 2nd year of college. The career counselor will assist youth with career exploration and provide academic support in order to help achieve performance goals. Time allocation for this program is 63%- see budget narrative.
- f. **Arts/Technology Mentor** – Arts and technology mentor will teach and mentor youth that are exploring their interests in the fields of art and technology. They are required to have some college education and have a job in the field of arts and technology. Time allocation for this program is 25 % - see budget narrative.
- g. **The Literacy/Math Tutor/Coach** – The literacy/math tutor will provide one-on-one tutoring sessions in the area of Literacy and/or Math. The main role of the tutor will be to facilitate learning through effective guidance and coaching in order to aid the student in becoming a successful, independent learner in the subject matter. The purpose of tutoring sessions will be to increase and enhance mastery of grade-level reading comprehension

**2018-19 Orange County Children's Therapeutic Arts Center
Youth Employment Program - WIOA Proposal**

skills, writing abilities and math. Time allocation for this program is 30% for the literacy coach and 30% for the math coach - see budget narrative.

3. **Past experience with WIOA programs or other youth programs** - OCCTAC has been serving Santa Ana youth since the year 2000. For the past 17 years, OCCTAC has provided a wide variety of programs to the community, and served students of all ages, including young children and older youth (with and without disabilities). ***OCCTAC has operated WIA/WIOA programs for almost 10 years, since the year 2005!*** Every year our program grows and demonstrates success with our WIOA participants. We are very proud and excited to see the successes and great outcomes of our WIOA youth, year after year.

4. **What kind of impact has your organization made on the youth community** - OCCTAC has had a tremendous impact on the Santa Ana youth community! We are very proud of our accomplishments throughout the years, and especially our success stories with our "WIOA Youth"! As stated before, OCCTAC is committed to empowering youth with disabilities, foster youth and high school drop-out students, so they can reach their fullest potential in life. Through our innovative approach, which combines the arts, education, health and technology programs, participants are motivated, engaged and involved in a variety of programs at OCCTAC. **In 2015-16 our WIOA participants attained employment/entered education at a rate of 70%, attained a credential at a rate of 100%, and attained Literacy and Numeracy gains a rate of 100%!** These outcomes demonstrate the commitment and dedication of our wonderful WIOA program staff.

2. Proposed Program:

- A. **Provide an overview of the program's main objectives.** - The WIOA program is an extension of our current educational services provided to older youth (with and without disabilities); it empowers and educates youth, and provides life-changing opportunities. OCCTAC has been working with WIOA participants since 2005. The WIOA program at OCCTAC will provide all 14 WIOA elements, including: educational services, job training, paid work experience, adult mentoring, literacy & math tutoring, career & educational counseling, alternative secondary school services, occupational skills training and education, supportive services, certificate programs, leadership opportunities, comprehensive counseling, financial literacy, entrepreneurial skills training, labor market information, activities to help youth prepare for post-secondary education and follow-up services. The basic program will take place primarily at our community-based center in Santa Ana. Participants will engage in a variety of educational and job training activities, including classroom and workshop instruction. Participants will be required to meet individually with key staff, participate in daily and weekly educational trainings, and weekly workshops. Also, WIOA participants will also engage in weekly "hands-on" work experience and job training opportunities at our agency and other offsite job trainings in the community. Please see below **Table 1** for an overview of the program timeline for the entire year.

**2018-19 Orange County Children’s Therapeutic Arts Center
Youth Employment Program - WIOA Proposal**

TABLE 1 – Program Timeline from July 2017 – June 30, 2018

| Program Timeline | Program Activities & Training |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Month 1 - 2 <u>Objectives:</u> Program Overview, Assessments, Participant Goals | <ul style="list-style-type: none"> • Orientation of program and services with Case Manager • Employability/Job Skills assessment with Case manager • Basic Skills/Academic levels assessment with Literacy and Numeracy tutor • Career interest assessment and survey with Career Counselor • Determine Employment and Academic goals • Initiate bi-monthly meetings with Case Manager to discuss goals and service needs of participants |
| Months 3-8 <u>Objectives:</u> Educational Guidance, Tutoring, Vocational Training, Job Training, Workshops & Work Experience | <ul style="list-style-type: none"> • Initiate paid work experience • Initiate weekly Leadership/Job/Life skills workshops • Initiate weekly tutoring of Literacy and/or Numeracy skills • Continue bi-monthly meetings with Case Manager to discuss progress • Continue monthly meetings with Career Counselor for academic guidance • Continue monthly support group with other WIOA participants and staff |
| Month 9-12 <u>Objectives:</u> Employability/Job Skills & Job Search | <ul style="list-style-type: none"> • Continue bi-monthly meetings with case manager to discuss program goals, and for intense employability skills and job search training • Continue tutoring, if necessary • Continue monthly life skills training • Continue weekly workshops with WIOA participants and staff |

B. Please see below in sections III-XV a full description of the program.

3. Population:

A. Describe the total number of youth that will be served by this grant. - The WIOA program at OCCTAC will serve a total of 20 WIOA participants. The program will serve 16 out of school youth (ages 16 – 24) and 4 in-school youth (ages 16 – 24) for a total of 20 youth.

B. Describe the age range of the youth that will be served – The WIOA program will serve in-school and out of school youth **16 – 24 years of age.**

C. Describe any minimum requirements that youth need to have in order to be enrolled into your program (aside from the WIOA Youth eligibility requirements). Aside from the basic WIOA requirements of being a Santa Ana Resident (16– 24 yrs.), and having a right to work documentation, our participants have to complete the following: 1) complete a background check, 2) obtain a negative TB test, and 3) attend a mandatory orientation session before completing the eligibility documentation.

D. Special consideration for organizations that can serve the following youth populations: (75% of Out-of-School youth (required); 10% of youth with disabilities; 10% of foster/emancipated youth; 10% youth that have dropped out of high school and 10% of youth on probation). See below Table 2 for past Enrollment Numbers.

**2018-19 Orange County Children’s Therapeutic Arts Center
Youth Employment Program - WIOA Proposal**

Table 2- Percentages of Youth Population served at OCCTAC

| Youth Population | 2015-16 | 2016-17 | 2017-18 |
|-------------------------|----------------|----------------|----------------|
| Out of School Youth | 75% | 75% | 80% |
| Youth with Disabilities | 25% | 25% | 50% |
| Foster Youth | 15% | 15% | 5% |
| High School Dropouts | 15% | 30% | 20% |
| Youth on Probation | 5% | 0% | 0% |
| Homeless Youth | 5% | 5% | 10% |

As seen on Table 2, OCCTAC has exceeded the minimum percentage required by this grant in most youth population categories, except for youth on probation and youth that are homeless. Therefore, this year we will focus more on enrolling the “youth on probation” and expand our network and community partnerships to ensure the minimum of 10% for these target populations. We will continue to strengthen our community partnerships with the Santa Ana Unified School District, Community Day High School, as well as expand with others, such as, the Santa Ana Police Department, etc.

E. Specify how the targeted youth populations (out-of-school, youth with disabilities, foster/emancipated, probation, dropouts) will be recruited - OCCTAC has excellent community partners that will help us fulfill our enrollment goals through referrals, and help us provide an excellent program for all our youth.

- 1. Target group - Youth with Disabilities:** OCCTAC has had a strong partnership with the Santa Ana Unified School District, Special Education, and Transition Partnership Program (TPP) during the past 11 years, in order to serve youth with disabilities exiting high school. This year we will expand this partnership by also serving the In-school youth population with disabilities. In partnership with the SAUSD TPP program staff, we will ensure that our enrollment goals will be met by the first quarter. The Case manager will work closely with the SAUSD, TPP staff for referrals of youth with disabilities, and to make sure that our participants will be successfully attain all their goals!
- 2. Target group – Foster Youth/ Emancipated:** OCCTAC has partnered with the County of Orange, Social Services, Children and Families Services Division, Olive Crest and Orangewood to continue to serve more emancipated foster youth. OCCTAC has been a partner with the County since 2007. We are looking forward to continue to grow and strengthen our partnership with the County, Social Services to continue to provide and expand work experience placements, vocational training, academic /employment services and mentoring to foster youth in Orange County.
- 3. Target group – Probation Youth:** In partnership with the City of Santa Ana and the Santa Ana Unified School District, OCCTAC has started a partnership with counselors and probation officers that work with this population.

**2018-19 Orange County Children’s Therapeutic Arts Center
Youth Employment Program - WIOA Proposal**

4. **Target group – High School Dropout Youth:** In partnership with the Santa Ana Unified School District and Pupil Support Services/School Climate Department, OCCTAC will target and serve the high school dropout youth in Santa Ana. Also, in partnership with College and Career Preparatory Academy we obtain referrals from Janet Gamache which refers youth that have dropped out and are interested in our service. We are looking forward to creating and growing our partnership with the Santa Ana Unified School District to continue to provide and expand work experience placements, vocational training, academic/employment services and mentoring to youth who have dropped out yet want to achieve their high school diploma.

Lastly, OCCTAC will continue to conduct community outreach and special community events throughout the year to promote our programs and inform the youth in the Santa Ana community about this wonderful WIOA program. Some of these community events include Expos, Health Fairs, Summer Family Festivals, etc. These events aid in the promotion of our services and recruitment of youth. These events are staffed by employees and volunteers at OCCTAC, as well as youth! WIOA participants are also encouraged to participate in these events as a way to gain leadership skills, work experience, and practice with public speaking.

- F. Include a Letter(s) of Support from organizations that have agreed to refer youth to your program as Attachment C.
- G. Describe your recruitment plan that will fulfill the requirement of enrolling 100% of youth by the 2nd quarter of the program (December 31, 2015) – Please see Table 3 below.

Table 3 – Recruitment Plan to ensure 100% enrollment of youth by 2nd quarter

| Plan | May | June | July | August | September | October |
|------------------------------------------|------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|-----------------------------------------------------|----------------------------------------------------------------------------------------------|-----------------------------------------------------|
| Orientation What is WIOA? | | Last Friday of the month | Last Friday of the month | Last Friday of the Month | Last Friday of the Month | Last Friday of the Month |
| Presentations | All High School Classes with children with disabilities in the Santa Ana School District | All Youth In Orangewood and Olive Crest Meetings | | | | |
| Outreach | | | Summer Community Fairs and Events – Provide Flyers to all community agencies in Santa Ana | Summer Community Fairs and Events | Attend all back to school community events – attend transitional partnership community event | Provide Information at noche de altars event |
| Referrals | | Inform community partners that we will start taking referrals starting July 1 st | Set appointments with all youth referred to program | Set appointments with all youth referred to program | Set appointments with all youth referred to program | Set appointments with all youth referred to program |
| Contact Youth | | Contact all | Set appointments | Set appointments | | |

**2018-19 Orange County Children’s Therapeutic Arts Center
Youth Employment Program - WIOA Proposal**

| | | | | | | |
|--|--|-----------------------------------------------------------------------------|--------------------------------|--------------------------------|--|--|
| | | youth that where interested in WIOA 2016 - 2017 year after full enrollment. | with youth with prior Interest | with youth with prior Interest | | |
|--|--|-----------------------------------------------------------------------------|--------------------------------|--------------------------------|--|--|

4. Assessment :

A. Youth Service Providers are required to use the Test for Adult Basic Education (TABE) assessment tool, but may use other assessment tools upon approval. – Yes, of course. TABE testing will be used to asses all WIOA Youth!

B. Describe how your program will conduct assessments for youth participants, elaborate on the type of assessment tools or surveys that will be used. – At intake, all participants will be given a TABE test to determine the participant’s Educational Functional Level in literacy/Numeracy. The TABE test will determine the needs of the participants in both academic areas. Additionally, they will aid in the facilitation of the weekly tutoring sessions. Youth will be assessed after 3 months of tutoring to see their progress in each academic/subject area being tested. If the youth goes up by 2 grade levels or more, the youth can take the final Post Test assessment. All participants will continue with the tutoring sessions if they score under 9.1 level.

C. Describe knowledge of the barriers that youth encounter - OCCTAC’s primary focus will be youth with disabilities, foster youth, high school dropouts and Homeless youth. OCCTAC realized that there is a desperate need in serving youth who are HS dropouts in addition to foster youth. This data is reflective on the youth we are currently serving during the 2016 – 2017 program year. Out of the 20 youth served, 5 had a disability, 6 were HS dropouts, 3 foster youth, and 1 homeless youth.

D. Specify how your organization will address the barriers that youth encounter - OCCTAC WIOA staff is very dedicated (and has been for the past 11 years!) to this amazing program for our Santa Ana youth. We are committed to ensure that all participants overcome the barriers they face in a variety of ways. All youth will be assigned to a TEAM of dedicated staff and passionate individuals who will mentor and assist youth during the entire program year. First, a Case manager will be assigned to all youth to provide mentorship, while also assisting in the attainment of employment goals, such as writing a resume and preparing for an interview. In addition, the participants will also be required to attend monthly job skills/life skills workshops focusing anywhere from employment attainment/retention, to how to improve and change their own personal lives, and the community in which they live! Furthermore, to aid in academic barriers that youth experience, they will be assigned to an Educational counselor who will provide direction and coaching on any academic aspect, such as scholarship writing and enrollment into an institution of their interest. This service

**2018-19 Orange County Children’s Therapeutic Arts Center
Youth Employment Program - WIOA Proposal**

is crucial for all youth participating in the program because it will allow them to learn about various academic paths, including vocational training, HS recovery programs and 4-year institutions, while narrowing down a career of interest and actually committing to a program. In addition, all participants will be provided with tutoring, psychological counseling (if needed), and other important support services. OCCTA’s environment is very nurturing, fun and supportive, and provides youth opportunities to maintain a high level of involvement in our programs. WIOA youth are supported emotionally throughout the entire year at OCCTAC, and are provided with a positive and welcoming environment that also encourages youth to partake on various leadership roles within the various programs and activities at our agency. These additional activities provide youth with an opportunity to gain self-confidence, self-esteem and leadership skills, and also experience a safe haven at our center. Our goal is to empower youth and provide a life changing opportunity through this WIOA program!

5. Paid & Unpaid Work Experience:

- A. Describe in detail the paid and unpaid work experience opportunities that will be offered to the youth such as, Summer employment, Pre-apprenticeship programs, Internships or job shadowing, and On-the-Job training opportunities.**

Youth will engage in weekly “hands-on” work experience and job training opportunities at our agency and other community sites. The following tables (Tables 4, 5 & 6), demonstrate the variety of programs that we offer at OCCTAC and at offsite work experience locations. WIOA participants can choose from any of these programs/fields to fulfill their career goals and work experience. Please see below Table 4 for an overview of the various “hands-on” job-training programs, mentoring and work experience opportunities at OCCTAC.

TABLE 4: Mentoring & Job Training Programs at OCCTAC

| Area of Training | Job Title | Placement & Work Experience | Educational/Training Curriculum |
|---------------------------------------------------|------------------------------------|------------------------------------------------------------|-----------------------------------------------------|
| Health & Case Management | Case Manager Intern | OCCTAC, MECCA and Community Sites | SAC Curriculum <i>*State Certificate Program</i> |
| Child Care | Child Care Worker | Early Start Program at OCCTAC and Wilson Elementary School | SAC Curriculum <i>*State Certificate Program</i> |
| Office/Reception Customer Service Computers | Executive/Administrative Assistant | OCCTAC office & Community sites | SAC curriculum <i>*State Certificate Program</i> |
| Education | Tutor or Instructional Assistant | Learning Academy at OCCTAC & community sites | OCCTAC & Host Curriculum |

**2018-19 Orange County Children’s Therapeutic Arts Center
Youth Employment Program - WIOA Proposal**

| | | | |
|----------------|-------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Education | Teaching Assistant | Early Intervention/ Early Start Program at OCCTAC | First Five Early Childhood curriculum, High Scope & “Hands on Training” |
| Arts Education | Teaching Assistant | After-School Arts Program at OCCTAC and Engage 360 at various SAUSD schools | CA Performing Arts Standards Curriculum and “Hands-on” Arts Training |
| Technology | Technology Assistant Graphic Artist Audio Engineer Intern Film Production Intern | Computers/Media LAB at OCCTAC & Santa Ana Business Owners St. Andrews Church Rytmo & other Recording Studios | SAC, Digital Media Center OCCTAC curriculums & “Hands-on” Photoshop & Illustrator, & graphic design training, Recording Technology Training Softwares, Pro-Tools & Sybellius |

Furthermore, WIOA youth will be encouraged to participate in additional programs that we have at our agency to give youth more opportunities and “hands-on” experience on a variety of fields (health, education, arts and technology), so they can gain as much work experience as possible.

TABLE 5: Additional Job Training Programs for WIOA Youth mentored by NON-WIOA staff

| PROGRAM | DESCRIPTION | Days/Times |
|------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|
| Early Start Program | The Early Start program is an early intervention program that integrates very young children (6 months to 3 years of age) with and without special in a natural community environment with their parents. It aims at enhancing students’ cognitive, language, motor and social development. | Mondays & Tuesdays 8:30 am –11:30 am Fridays 8:30 am – 10:30 am |
| Pre-Kinder Arts Program | The Pre-Kinder Arts program is a bilingual school readiness program that serves children ages 3- 4 years old. The parents and children work together in a creative and nurturing environment by engaging in music, art, literacy, and parenting classes to prepare children for school. | Wednesdays & Thursdays 8:30 am – 11:30 am Fridays 10:30 – 12:30 pm |
| After School Arts Program | The ASA for Life program provides artistic training in the fields of Music, Visual Arts, Dance, Musical Theatre, and Technology training to at-risk youth, and children with disabilities in the community. | Monday – Friday 3:30 pm – 8:00 pm and Saturdays 9:00 am – 4:00 pm |
| Therapeutic Arts Program | This program serves children and youth with disabilities of all ages and special needs, including: learning disability, health impairments, physical disability, developmental disabilities and others. | Monday – Friday 3:30 pm – 8:00 pm Saturdays 9:00 am – 4:00 pm |
| Learning Academy & Tutoring Program | This program provides homework support and tutoring to students (ages 5 – 16 yrs) in Language Arts (reading and writing), math, and other academic subjects. | Monday – Friday 4:00 – 8:00 pm Saturdays 9:00 am – 5:00 pm |
| OCCTAC Family Wellness Program | This program provides outreach, prevention, referrals and engagement with individuals at-risk of mental health problems. Other support services include parenting, counselling, and support groups. | Monday – Friday 8:30 am – 8:30 pm and weekends |

**2018-19 Orange County Children’s Therapeutic Arts Center
Youth Employment Program - WIOA Proposal**

- B. Special consideration will be given to organizations that can prepare youth for targeted in-demand industries as identified in the SAWIB’s five-year plan: (Manufacturing/Advanced Manufacturing, Healthcare and associated social services, Hospitality/entertainment and Green/clean/environment). OCCTAC’s Youth employment program targets 3 of the in-demand industries stated above 1) Healthcare 2) Social services and 3) Entertainment/Arts.**

- C. Special Consideration for organizations that offer job training/preparation in the industries of: Science, Technology, Engineering, the Arts and Math. OCCTAC offers job training/preparation in three of the industries mentioned above: 1) Technology, 2) the Arts and 3) Education/Math.**

- D. List some of the employers that will assist in the paid and unpaid work experience opportunities. Please see below Table 6 for offsite job trainings for our youth.**

TABLE 6: Mentoring & Job Training Programs OFF SITE

| PROGRAM | DESCRIPTION | DAYS/TIMES |
|--------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|
| Genesis Bridal Boutique | Administrative Assistant/Customer Service Assistant/Social Media & Outreach: Intern is responsible for making calls to previous and interested clients, conducting outreach events such as creating and distributing flyers and business cards. Intern is also responsible for speaking with clients by showing them the boutique and answering questions about boutique merchandise. Intern will help with computer programs, such as translation | Monday-Sunday 10:00am-6:00pm |
| State Farm Insurance | Administrative Assistant/Customer Service: Intern is responsible for answering phone calls and directing them to their designated department. Intern is also responsible for printing, organizing, and filing documents. Intern will be responsible for assisting clients with questions on insurance and providing an overview. | Monday-Friday 8:00am-5:00pm |
| Teresa’s Jewelers | Administrative Assistant/Customer Service: Intern is responsible for making calls to previous and interested clients and inform on merchandise. Intern is also responsible for answering phone calls and providing assistance to clients and directing them to the necessary department. Intern will also work with clients in person and assist with any questions about jewelry merchandise. | Monday-Saturday 9:00pm-6:00pm |
| Chick-Fil-A | Team Member: Guest service job duties include greeting customers, taking customer orders, and completing transactions on the cash register. Food preparation duties consist of cooking food and assembling sandwiches. Additional team member duties include operating the drive-thru window, unloading deliveries, and maintaining a clean store environment. | Monday-Saturday 6:30am-10:00pm |
| Youth on the Move Education International | Administrative Assistant/ Social Media Intern: Intern is responsible for computer literacy, updating social media, making phone calls to participants to update contact information, and some fundraising. Intern is also responsible for clerical duties such as filing documents, answering phone calls and scrapbooking. | Monday-Friday 8:00am-6:00pm |

**2018-19 Orange County Children’s Therapeutic Arts Center
Youth Employment Program - WIOA Proposal**

| | | |
|------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| Shakespeare Orange County | Graphic Arts Intern/Marketing Intern/Administrative Assistant: Intern is responsible for assisting in the creation of logos and flyers for marketing. Intern is also responsible for updating social media and some administrative duties such a filing, organizing, and data entry. | Monday- Saurday 9:00am-6:00pm |
|------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|

E. Include Letters of Commitment from employers as Attachment D. Please see attached letters of commitment to OCCTAC from various community partners/ employers for our youth. Attachments include letters of Commitment from: Lilia Cerpas (Genesis Bridal Boutique), Eddie Quillares Jr. (State Farm), Teresa Saldivar (Teresa’s Jewelers), Heather Sanders (Chick-Fil-A), Dr. Patricia Adelekan, DTM (Youth on the Move Education International), John Walcutt (Shakespeare Orange County).

F. Include a copy of the Work Experience policy as Attachment E.
Please see attached OCCTAC’s Work Experience Policy.

6. Alternative Secondary School Services:

A. Describe In detail the alternative secondary school services or dropout recovery services that will be made available for youth. Youth will meet with the Educational Counselor at least once a month to receive assistance as they decide to pursue their education. Youth and Counselor will meet and create monthly goals, which will lead to youth obtaining their diploma/GED. Counselor will provide youth with the various options available to them and will provide guidance along the way. Counselor and youth will write down the path youth decides to take. Counselor will check in with youth periodically to ensure that youth is fulfilling all requirements. Prior to meeting with youth, the Educational Counselor will research the alternative secondary school services available near the youth. Counselor will gather information in terms of: requirements, costs, rules, schedules, entrance exams, etc. After conducting research, the Counselor will meet with each youth to obtain a better understanding of the participants’ needs. During this meeting, the Counselor will gather more information relevant to the youth’s needs. Together, Counselor and youth will conduct further research and ultimately find the program that best suits the participant. Then, they will call and set up an appointment to meet with the representative of the program. The Counselor will attend the meeting to advocate for the participant’s best option. After this meeting, the participant and the counselor will strategize on how to further proceed. During that period of time, the Counselor will provide youth with additional services such as tutoring, time management lessons, and study skills. Also, the counselor will provide youth some examples of alternative secondary school services located in Santa Ana, provided below in T.

B. Table 7 – Alternative Secondary Schools located in Santa Ana

| Name | Address | Phone# | Website | Cost | Notes |
|----------------------------------------|--------------------------------------------------------|---------------|-----------------------------------------------------------------------------------------------------------|------|-------|
| College and Career Preparatory Academy | 1699 E. Wilshire Ave., Ste. 605 Santa Ana, 92705 | 714) 796-8795 | http://www.ocde.us/CCP A/Pages/default.aspx | N/A | |
| Community Day High School | 804 N Fairview St. Santa Ana CA 92703 | 714) 796-9000 | http://www.sausd.us/Page/1 2603 | N/A | |

**2018-19 Orange County Children’s Therapeutic Arts Center
Youth Employment Program - WIOA Proposal**

| | | | | | |
|----------------------------------------------------|-----------------------------------------------------|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|---------------------------------------|
| Independent Study Program | 333 E. Walnut St. Santa Ana, CA 92701 | 714) 565-5400 | http://www.sausd.us//site/Default.aspx?PageID=16692 | N/A | APEX (online classes) |
| Hill view High School | 154000 Lansdowne Rd. Tustin, CA 92782 | 714) 730-7356 | http://www.tustln.k12.ca.us/hillviewhs | N/A | Continuation School (Credit Recovery) |
| Santa Ana College – School of Continuing Education | 2900 W. Edinger Ave, Santa Ana, California 92704 | 714) 241-5720 | https://www.sac.edu/ContinuingEducation/Programs/Pages/HighSchool.aspx 2 Locations – Centennial Education Center & Santa Ana College | N/A | Adult High School Diploma Program |

C. Describe in detail the activities that will lead youth to attainment of secondary school diploma or equivalent. All Youth will be encouraged to continue their education, since this is such an important factor in their overall improvement and success in life. Youth will work closely with the Educational Counselor on a one-on-one basis where they will receive encouragement and guidance. Youth will be encouraged to attend field trips throughout the year, and be exposed to different college campuses, as well as a wide variety of majors. By visiting a variety of colleges, youth will better understand the application process as well as all requirements needed.

The Counselor will also assist and provide youth with outside tutoring as needed. Also, the Counselor will work with the Volunteer Coordinator to locate a tutor who can meet with youth on a weekly basis and help with classes. The Counselor will keep in communication with the tutor, and ensure that youth is receiving the assistance needed to pass classes. Aside from tutoring, the Counselor will meet with youth during bi-weekly meetings and support youth in developing all the skills necessary to succeed. The meetings will focus on: time management, test-taking strategies, and study skills. Furthermore, the counselor will also map out a plan that will help youth work towards their goals. Youth and Counselor will also set goals and will work to achieve goals. During every meeting, Counselor will inquire about youth’s progression. Counselor will also work closely with Case Manger to ensure that youth is receiving assistance needed from two different parties.

D. Special consideration for organizations that offer dropout prevention or dropout recovery services. As mentioned previously, OCCTAC has partnered this year with the Santa Ana Unified School District, Pupil Support Services/School Climate Department. In partnership with Dr. Sonia Rodarte Llamas and Counselor Patrick Yrarrazaval-Correa, we will target and serve the high school dropout youth in Santa Ana, and offer dropout prevention or recovery services.

7. Preparation for Postsecondary Education and Training:

A. Note: WIOA only accepts certificates that are accredited by a State recognized educational entity or are recognized by employers. OCCTAC provides State recognized Certificate programs in partnership with the Santa Ana College. Therefore, any employer should recognize these certificate programs. We are extremely grateful for this wonderful partnership with the Santa Ana College.

**2018-19 Orange County Children’s Therapeutic Arts Center
Youth Employment Program - WIOA Proposal**

B. Special consideration for organizations that offer preparation for postsecondary education and training in high-demand industries. Because of the certificate programs provided at OCCTA, youth apply to the following positions and receive above minimum wage.

- Global Cash card \$11.00 + Benefits
- Lowes - \$11.45
- Micro Center \$12.00 + Benefits
- Daikin AC \$12.00
- Providence Speech \$13.00 + Benefits
- United Verification \$11.00 + Benefits
- Real Time Staffing \$11.00
- Optimum Employer Solutions \$11.00
- Non profit work \$11.00
- Omni Print \$11.00 + Partial Benefits
- Budget Mobile \$11.00

C. Identify and/or develop a pathway for youth that can lead them from high school to career or college. Please elaborate on the specific pathway(s). Yes! This is a high priority for us at OCCTAC to inspire and motivate our WIOA youth to continue to enhance their educational goals, so they can be more successful in life. Please see below a pathway that we have created at our agency to assist and lead our WIOA participants from high school to college.

Pathway for Post Secondary Education

Participants will;

1. Meet educational counselor and identify interest and possible careers.
- ↓
2. Research Necessary education and courses to reach a particular career.
- ↓
3. Visit different campuses and apply to the ones they feel the most comfortable.
- ↓
4. Take placement exams after being accepted to his or her school.
- ↓
5. Research major and minor requirements for achievement
- ↓
6. Apply to programs that will provide additional services that youth will need while in post secondary education (FAFSA, BOG, DSPS, EOPS ect.)
- ↓
7. Create educational plan and registration to courses.

**2018-19 Orange County Children’s Therapeutic Arts Center
Youth Employment Program - WIOA Proposal**

- D. Describe in detail how the program will prepare youth for postsecondary education and training.** The WIOA case manager and career counselor meet regularly with each WIOA youth to discuss job leads, employment opportunities and post-secondary education. The case manager helps youth with employment, and the career counselor helps youth with entering post-secondary education. The Educational Counselor will assess all youth using ONET to learn about their career preference, interests and skills, and then match them with carriers of their choice. Youth will then be able to obtain assistance in researching different majors, vocational training and certificate programs that will allow them to enter into post secondary education in their field of interest and succeed! The Educational Counselor will also provide assistance in completing all necessary financial aid or dream act applications, such as scholarships to minimize any stress and anxiety on financial burdens.
- E. How will your organization expose youth to the various post-secondary educational institutions (colleges, universities, vocational training schools, apprenticeships, etc.).** All year round, the WIOA youth attend field trips to the various colleges and universities so they can get motivated and encouraged to enroll in any of these institutions with the help of the case manager and the career/educational counselor at OCCTAC. All certificate programs are taught at our facility. Currently we offer WIOA participants 2 state certificate programs at our agency: Child Care Worker Certificate and the Office Clerk/Executive Administrative Certificate Programs. Please see below (Table 8) for a brief description of these certificate programs in partnership with the Santa Ana College. Furthermore, we are in the process of incorporating a new Health Certificate program at OCCTAC, in partnership with the California School of Health Sciences, an Institute owned by one of our new Board of Directors. OCCTAC is always looking for new and exciting opportunities to expand the level of education and job opportunities for our WIOA participants!

Table 8 - State Certificate Programs at OCCTAC in partnership with the Santa Ana College

| PROGRAM | Brief DESCRIPTION | Days/Times |
|-----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|
| Office Clerk State Certificate Program | This program prepares students for in-depth training in executive secretary/administrative assistant positions. The open-entry/open exit, competency-based format promotes success in a high employment occupational field. The program develops skills in research, report and correspondence preparation, advanced computer software applications, database management, interactive presentations, customer service and telephone techniques, and other advanced office procedures. | Monday and Wednesday 4:30 – 7:30 pm |
| Child Care Worker Certificate Program | Students learn about health information required for licensing and skills necessary for successful operation of a childcare business. Also, students learn soft skills for those who would prefer to be employed by a childcare business. | M, T, W, Th, Fr 8:00 am – 12:00 pm |

**2018-19 Orange County Children's Therapeutic Arts Center
Youth Employment Program - WIOA Proposal**

F. Include data and research that supports the Industries or pathways listed above.

According to O Net Online the following position and many other administration positions considered those with a bright outlook and rising opening.

43-4171.00 Receptionist and information clerks

43-6013.00 Medical Secretaries

43-3021.00 Billing and Positing Clerks

According to O Net online the following position and many other in child worker are considered those with bright outlook and rising opening as well.

39-9011.00 Child care worker

25- 2011.00 Preschool Teachers, except special education.

G. Include Letters of Intent from training agencies as Attachment F.

Please see attachments from our community partners.

8. Tutoring:

H. Note: Youth Service Providers are required to use the Test for Adult Basic Education (TABE) on ALL youth to assess their literacy and numeracy skills. Youth who score 8.9 and below are considered "basic skills deficient" whom should receive tutoring or remedial training to improve their literacy and numeracy skills. OCCTAC currently uses and will continue to use TABE test and TABE testing materials with our WIOA participants.

I. Describe in detail the tutoring resources that will be provided to youth. OCCTAC has demonstrated commitment in helping WIOA youth with and without disabilities improve their literacy and numeracy skills as evidenced every year with our participants! Please see Outcomes table in last year's outcomes (95%)! In summary, our WIOA Literacy and Numeracy tutors will meet with each participant at least once a week upon the completion of the initial TABE assessment. Our agency's goal is that each youth increases by at least two Educational Functional Levels at time of post-test. By providing effective and individualized tutoring sessions we can ensure that our youth are able to increase their basic skills. In the past, OCCTAC has been very successful in the attainment of these goals, and thus is committed in continuing to assist participants with and without disabilities. As stated above, OCCTAC has demonstrated commitment in helping WIOA youth with and without disabilities improve their literacy and numeracy skills as evidenced in last year's outcomes.

9. Mentoring:

J. Specify how your organization will provide mentoring to youth. Our agency has some amazing staff that is dedicated and committed to empowering and supporting our WIOA youth. Not only will our WIOA youth be able to gain mentoring from the WIOA Staff, but also from all the staff working at other OCCTAC programs, such as (After School Arts, Therapeutic Arts, Early Start & Pre-Kinder Arts, Learning Academy, Wraparound Program, Family Wellness Program, etc.) Youth have the opportunity to obtain interviews, get all their questions answered, and shadow many magnificent professionals in the fields such as Music, Art, Technology, Marketing,

**2018-19 Orange County Children's Therapeutic Arts Center
Youth Employment Program - WIOA Proposal**

Psychology, Social Ecology, Education, and many more. These youth will not only be able to gain hands on work experience in these fields as well, but also have the opportunity to gain insight from these professionals on the do's and don'ts of these fields and the many different paths they can take one day, and pave the paths to their very own careers.

- K. Specify what types of support your organization will offer youth who are facing challenging obstacles such as: family dysfunctions, mental health issues, low self-esteem, probation, gang issues, parenting issues, etc.** OCCTAC has entered two new partnerships this year with the following institutions: Pepperdine University, Graduate School of Education and Psychology, and USC, School of Social Work. (Please see letters of support in attachments section). Both institutions will assign their interns to OCCTAC and provide Mental Health Counseling to all our WIOA youth, if needed. Participants can enroll in individual counseling, as well as group counseling and support groups. Also, all Youth will be able to take workshops and training on where to obtain additional information and resources on some of these subjects. Case Managers will also be able to refer youth to additional specialists, if needed. Finally youth will also be able to participate in any of the support groups and classes provided by the FAMILY WELLNESS programs at OCCTAC, to help them with low self-esteem, parenting issues, etc. and gain assistance in working through all of these challenges.
- L. Will your organization offer mental health services or referrals to mental health agencies, describe.** YES! As stated above, OCCTAC has entered two new partnerships this year with the following institutions: Pepperdine University, Graduate School of Education and Psychology, and USC, School of Social Work. (Please see letters of support in attachments section). Both institutions will assign their interns to OCCTAC and provide Mental Health Counseling to all our WIOA youth, if needed. Thus, our staff can now make direct referrals to provide free mental health services and onsite counseling on a weekly basis for our WIOA youth!
- M. Describe how your organization will provide or refer youth to comprehensive guidance and counseling for drug and alcohol, etc.** In partnership with the community services program, we are be able to provide youth with a workshop on drugs and alcohol, and also provide them information recourses, and referrals for counseling, if needed.

10. Workshops:

- O. Provide information about the following workshops and how or when the workshops will be provided to youth in the program:** - All participants will be required to attend Life Skills and Job Skills training that will encompass all of the following components. Youth will be asked to attend 3 workshop series that will assist them in their overall achievement in this program, as well as their personal lives. Workshops will be weekly. Starting in September 2017 and ending in June 2018.

OCCTAC Training Series:

- **Financial Literacy:** This workshop series will allow WIOA participants to understand the importance of budgeting their money and savings. They will gain an insight on how to become financially stable now in order to further assist them with their career and

2018-19 Orange County Children's Therapeutic Arts Center Youth Employment Program - WIOA Proposal

educational goals. See attachments section for a sample.

- **Job Skills:** This workshop series will allow youth to learn and create materials needed for employment purposes, with the ultimate goal of when completed, they are able to assemble an employment portfolio that can be presented at any job fair, interview, and new potential employer. See attachments section for a sample.
- **Life Skills:** This workshop series will help our youth with day to day life skills information to assist them in making healthy and reasonable choices in their lives. See attachments section for a sample.

1. Financial Literacy/ Budget Management – These are one of the most basic and important workshop series that we offer at OCCTAC for several years! As mentioned above, WIOA participant will learn about financial literacy and budgeting, and these workshops will allow our youth to think not only about the present, but of their future. They will learn the basic of opening a checking and savings account, and how to plan for retirement and future expenses.

2. Entrepreneur Skills Training – This workshop will be the perfect opportunity for innovative young adults in Orange County to learn what it takes to be successful when launching their entrepreneurial ventures. They will learn how to do this via three key strategies: Business plan competition, Networking and collaboration.

3. Labor Market Information – This workshop will provide youth with valuable information for today's labor market, so that you can make an educated decision on which career path is best suited to your skills and abilities.

4. Family Planning – Planned Parenthood and Human Options will provide our WIOA youth with information on healthy relationship and birth control. These workshops are intended to help assist youth with their future and current family stabilities.

5. Worker's Rights/Labor Laws – Participants will be able to learn and understand their rights as an employee in California from things like mandatory break times and benefits. Participant will also be able to learn and understand how to ask and receive accommodations that must be provided to those who have same type of learning or physical disability. As well as questions that may not be asked in an interview or after becoming an employee.

6. Analytical Skills at the Workplace – All WIOA youth will be provided with a task analysis and literacy analysis, skills assessments, job profiling, and pre-employment work skills. Each of these skills can provide a path to improve the participant's ability to perform basic job skills in the field or job they have or may have in the future.

7. Health Resources – Participants will be given resources from our community partners, including Planned Parenthood on how to be healthy and safe, and how to obtain medical services. Additionally, our MECCA coalition, Pepperdine University, USC, School of Social Work, and the County of Orange, Health Agency will provide WIOA participants with other health resources and mental health specialists, if needed.

**2018-19 Orange County Children's Therapeutic Arts Center
Youth Employment Program - WIOA Proposal**

8. Public Speaking Skills – All Youth will be asked to take a training that will allow them to learn the necessary skills for public speaking, including how to speak to employers and/or new offsite work placements and new potential employers. Also, youth will learn how to create and give oral presentations, as well as how to speak to people when networking for future connections.

11. Civic Engagement and/or Leadership Development

- A. Can your organization offer a civic engagement opportunity or leadership development opportunity for WIOA youth and other youth in the community, if so, please describe.** – All WIOA youth will be asked to participate in the youth council meetings. They will be asked to contribute ideas/information on how to better serve the youth in Santa Ana. Youth will also be asked to assist MECCA collaborative, by engaging with our partner agencies, and creating and presenting employment workshops to other transitional age youth and adults at those sites, in order to contribute to a better future for our OC community!
- B. Indicate the number of youth that will participate in the civic engagement or leadership development opportunity** – All WIOA youth will be asked to engage in leadership development opportunities at OCCTAC and the community, through civic engagement activities that will help their community be a better place to live in!
- C. Special consideration for organizations that can leverage funds to provide services to non-WIOA youth participants** – Yes, but this would require more discussion and coordination with ALL WIOA Agencies Involved, so the responsibility is equally divided between all partner agencies.

12. Supportive Services:

- A. Will your organization provide supportive services to youth such as gas cards, bus pass, childcare assistance, etc. If so, please describe.** – Yes. All youth will be provided with supportive services during all phases of the WIOA program. Supportive services are available to those youth approved for the program that show limited resources to meet basic needs, and have expressed to our case manager or educational counselor the need for additional support services.

WIOA Youth enrolled at OCCTAC are eligible for the following (as long as funds are available):

1. **30 day bus passes:** Every month as long as they provide proof of a steady attendance to all WIOA activities and or accomplish employment or educational goals
2. **ACCESS Coupon Books:** Every other week as long as they provide proof of a steady attendance to all WIOA activities and or accomplish employment or educational goals
3. **Gas Cards:** Every month as long as they provide proof of a steady attendance to all WIOA activities and or need to accomplish employment or educational goals. As well as proof of their license.
4. **Academic Supplies:** All WIOA participants are eligible for academic supplies, such as: planners, USB drives and backpacks. For students who have entered post-secondary education we are able to purchase some, if not all, of their college course books. For those who have entered a credential program some if not all fees can be paid off.

**2018-19 Orange County Children's Therapeutic Arts Center
Youth Employment Program - WIOA Proposal**

5. **Work Related:** All participants are eligible for work related material when needed, to help obtain or keep employment such as portfolios, clothing etc.

B. Include the Supportive Service Policy as Attachment G.

Please see attached OCCTAC Support Service Policy for more specific details.

13. Incentives:

- A. **Will your organization provide incentives to youth for accomplishing program benchmarks or personal goals, if so, please describe.** – Yes WIOA staff will be providing youth with incentives that will encourage them to accomplish their goals, and obtain the necessary skills to move forward in employment and education. Please see Incentive Policy as attachment H.

Some of Examples of incentives are as follows:

- **Stipends:** participants are eligible to obtain \$600 during their completion of their first 80 hours.
- **Attendance:** Youth in secondary education will receive a \$50 incentive for one month of perfect attendance.
- **High School Dropout students:** participants are eligible to obtain \$50 for every two courses they are able to complete during the first year of the program.
- **Employment Services:** participants are eligible for gift cards or check incentives after they set up Interviews; obtain employment, or are employed for 3 consecutive months.
- **Post-Secondary Education:** participants are eligible to obtain a \$100 gift card or check incentive after obtaining credentials, or registering for upcoming classes and applying for FASFA/Dream Act Applications.

B. Include the Incentive Policy as Attachment H.

Please see attached OCCTAC Incentive Policy for more specific details.

14. Follow-Up Services (3 pages max)

- A. **Youth Service Providers are required to provide follow-up services to youth participants 12 months after exit. Follow-up documentation will be required 30 days after exit, 60 days after exit, and 1st, 2nd, 3rd, and 4th quarter after exit.** Yes, OCCTAC staff will comply with all WIOA required regulations and program requirements. Please see below Table 9 that delineates all follow-up services.

- B. **Elaborate on the types of services that will be provided to youth during each quarter during the 12 month follow-up period.** The following table describes the services that can be obtained and provided to youth during any part of their 12 month follow up period. Please see below Table 9 for follow-up services.

**2018-19 Orange County Children’s Therapeutic Arts Center
Youth Employment Program - WIOA Proposal**

TABLE 9 – Follow Up Services

| Services | Follow-Up Periods | | | | | |
|------------------------------------------------------------------------------------|-----------------------|-----------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| | 30 day | 60 day | 1 st Quarter | 2 nd Quarter | 3 rd Quarter | 4 th Quarter |
| Case Management (Updates and Meetings) | Monthly and as needed | Monthly and as needed | Monthly and as needed | Quarterly and as needed | Quarterly and as needed | Quarterly and As needed |
| Educational Counseling (Updates and Meetings) | Monthly and as needed | Monthly and as needed | Monthly and as needed | As needed | As needed | As needed |
| Employment Services (Job Development Meetings) | As Needed | As Needed | As Needed | As Needed | As Needed | As Needed |
| Credential Services (Registration) | As Needed | As Needed | As Needed | As Needed | As Needed | As Needed |
| Supportive Service (Transportation) | As funds Allow | As funds Allow | As funds Allow | As funds Allow | As funds Allow | As funds Allow |
| Supportive Services (School Materials) | As funds Allow | As funds Allow | As funds Allow | As funds Allow | As funds Allow | As funds Allow |
| Referrals (Housing, Mental Health, Food Distributions, Health, Counseling, other) | As Needed | As Needed | As Needed | As Needed | As Needed | As Needed |

C. Describe if your organization will provide case management, job retention services, mentoring, and ensure the participants attain their goals. – All participants are asked to meet with the case managers and the educational counselor at least once a month during the first quarter after exit, in order to ensure that youth accomplish and continue meeting their goals. Youth have the option of meeting with the job developer and case manager to gain additional skills and training needed; and to obtain employment and retain employment after exit. Participants are also contacted via phone or/and e-mail during 2nd, 3rd, and 4th quarter to get updates from youth on post secondary education and employment. Youth have the option of coming in person to meet with the WIOA staff to meetings, tutoring, training, and or any other services at OCCTAC, and to ensure that youth keep a good GPA in school, and continue to move forward in their employment.

D. Describe how your organization will ensure that youth meet the Performance Indicators during the follow-up period. – The following table 10 indicates how often the WIOA staff will contact youth, and set up meetings/appointments to provide them with additional assistance, and support their goals to retain employment and stay in post secondary education.

**2018-19 Orange County Children’s Therapeutic Arts Center
Youth Employment Program - WIOA Proposal**

TABLE 10 – Frequency of Follow up Services

| Services | Follow Up Period | | | | | |
|---------------------------------------------------------------------------------------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| | 30 day | 60 day | 1 st Quarter | 2 nd Quarter | 3 rd Quarter | 4 th Quarter |
| Follow Up Case Manager Meetings | Monthly and as needed | Monthly and as needed | Monthly and as needed | As Needed | As Needed | As Needed |
| Follow Up Calls/Emails | Monthly and as needed | Monthly and as needed | Monthly and as needed | Quarterly and as needed | Quarterly and as needed | Quarterly and as needed |
| Follow Up Job Developer Meeting | As Needed |
| Follow Up Educational Counselor Meetings | Monthly and as needed | Monthly and as needed | Monthly and as needed | As Needed | As Needed | As Needed |
| Job development trainings (Resume, cover letter, applications, follow calls, interview assistance etc.) | As Needed |
| Post Secondary Trainings (Study Skills, FASFA, registration, transferring etc.) | No service at this time | No service at this time | No service at this time | As Needed | As Needed | As Needed |

E. Describe if your organization will provide youth with incentives or supportive services during follow-up to assist youth retention. Yes! This year we will be providing youth with both supportive services and incentives while in the process of completing their goals, and after accomplishing an important benchmark. The following table 11 explains when they are eligible to obtain supportive services and/or incentives. Please see Incentives Policy for details on how many incentives participants can earn for each category.

TABLE 11 – Support Services/Incentives for WIOA participants

| Incentives | Benchmarks | | | | |
|--------------------|----------------------------------------------------------------|--------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|----------------------------------------------------------------|---------------------------------------------------------|
| | Post Secondary Education | Earning Accredited credential | Job Search | Obtaining Employment | Retaining employment |
| Supportive Service | 30 day Buss pass, ACCESS Coupons, Gas card – Academic Supplies | | | 30 day Buss pass or Gas card | |
| Education | \$25 for registering to fall or spring classes | \$25 for obtaining Post-secondary credential. \$50 for obtaining secondary school credential. | | | |
| Employment | | | \$25 for scheduling and attending interview. Portfolios, professional attire. | \$50 for obtaining employment. Work related clothing and tools | \$50 for every quarter they are employed as funds allow |

**2018-19 Orange County Children’s Therapeutic Arts Center
Youth Employment Program - WIOA Proposal**

F. How often will the youth be engaged or receive service during the follow-up period. –
All Youth will be asked to keep in contact and meet regularly with the case managers and the educational counselor every month for the 1st quarter. After that, they are asked to contact and speak with the case manager on a quarterly basis. However, youth are encouraged to engage as frequently as possible with the WIOA staff! Depending on the youth’s needs, they are able to meet with any WIOA Staff as often as needed. Also, they are given the opportunity to take any credential programs offered at our agency, Life Skills classes, and any Workshops/trainings offered during any of their follow up periods. This will provide our youth the opportunity to continue to be engaged in our center, on a weekly basis.

15. WIOA Performance Indicators

A. Include a flow chart or visual aid or brief explanation of how your organization will meet the following WIOA Performance Indicators:

1. How OCCTAC will meet the % of participants who are in education or training or unsubsidized employment during the 2nd quarter after exit.

| Month | Employment | Education |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|
| May | Mock Interview Session – Start Job Search | Research classes to register for Summer – Meet With Educational Counselor |
| June | Start Applying to different positions – Meet with case manager | Register for summer classes – Meet With Educational Counselor |
| July | Apply to different positions and follow up calls – Meet with Case Manager | Research classes to register for Fall Session – Meet With Educational Counselor |
| August | Set up Interviews and continue to send out Applications – Meet with Case Manager – provide Incentives to those who set up interviews | Register for Fall Classes – Meet With Educational Counselor - Incentives provided to youth who register for classes |
| September | Practice interview Skills and meet with Case Manager – Incentives provided to those who obtain employment | Register for 8 week courses – Meet With Educational Counselor - incentives provided to youth who register for classes |
| October | Continue to meet with Case Manager & job Developer as needed | Classes in session |
| November | Continue to meet with Case Manager & job Developer as needed | Research classes to register for Intersession – Meet with educational counselor as needed |
| December | Provide Incentives to those who have 3 consecutive months on the job | Research classes to register for Spring – Meet with educational counselor as needed |

**2018-19 Orange County Children's Therapeutic Arts Center
Youth Employment Program - WIOA Proposal**

2. How OCCTAC will meet the % of participants who are in education or training or unsubsidized employment during the 4th quarter after exit.

| Month | Employment | Education |
|----------|----------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|
| January | Set appointments with Case Manager and Job Developer as Needed | Assist Youth in Registering to Spring Classes- incentive provided to youth who register for classes |
| February | Set appointments with Case Manager and Job Developer as Needed | Assist youth in registering to 8 week courses - incentive provided to youth who register for classes |
| March | Provide youth Incentives for having been employed for 3 consecutive months | Classes in Session |
| April | Set appointments with Case Manager and Job Developer as Needed | Classes In Session |
| May | Set appointments with Case Manager and Job Developer as Needed | Assist youth in researching possible summer registrations |
| June | Provide youth Incentives for having been employed for 3 consecutive months | Assist youth in registering for summer classes |

3. Document the median earnings of participants in unsubsidized employment during the 2nd quarter after exit. During the second quarter after exit, all youth will be asked to fill out a follow-up form which contains information on wages, location of hire, and length of employment. The information on wages will be extracted from all currently employed youth to determine the median earnings of participants during the second quarter.

4. Percent of participants who obtain recognized postsecondary credential or secondary diploma during participation or within 1 year after exit.

At the beginning of the program, the Educational Counselor and the Case Manager will enroll all of the participants in a recognized credential program. Every month, the Educational Counselor will check on the students' progress. Moreover, the Counselor will build a relationship with the Postsecondary credential Instructors, and receive a monthly progress report. The Counselor will then schedule a meeting with those students who have not advanced. For those students who did not complete a credential during the 1st year of the program, the Counselor will meet with the participants, and re-enroll in a credential program during the 1st quarter follow-up. The Counselor will once again check on the participant's progress, and encourage and support participants to complete credentials. When participants complete their credential, they receive an incentive during the 2nd quarter of the follow up. During the 3rd quarter follow up, the Counselor will once again check on the participant's progress. The Counselor will meet with the participants bi-weekly, and make any scheduled changes to best fit the participant. If participant completes a credential, they will receive an incentive during 4th quarter follow up.

**2018-19 Orange County Children’s Therapeutic Arts Center
Youth Employment Program - WIOA Proposal**

5. **Percent of participants who, during the program, are in education or training that leads to a recognized postsecondary credential or employment AND who are achieving measurable skills gains.** Participants will meet with the educational counselor every month to discuss their educational goals. They will take an ONET assessment that will guide them in figuring out their strengths and weaknesses, as well as potential careers that fall in that category. Furthermore, meetings will be tailored to research majors and schools that contain the adequate resources to be successful. All participants will be enrolled in a credential program at the beginning of the program. The Counselor will meet with participants to receive monthly updates, and verify the participant’s progress with the teacher.

6. **Effectiveness in serving employers.** WIOA Participants are eligible to continue to meet with the Case Manager and Job developer though out the year, and as necessary, to continue to gain employment training to improve their work ethics, and job skills to keep moving forward and improving at their current work sites.

16. Prior Outcomes

- A. **If your organization was previously awarded a WIOA contract through the Santa Ana Workforce Investment Board; OC Workforce Investment Board or Anaheim Workforce Investment Board please disclose your organization’s past performance outcomes for the past 1-2 years from each WIB if applicable: OCCTAC has been providing the WIOA program to Santa Ana youth for the past 9 years! Please see below our outcomes for the last 3 years.**

PERFORMANCE OUTCOMES (Santa Ana WIB)

| Common Measures | 2012-13 | 2013-14 | 2014-15 | 2016-17 |
|-------------------------------------------|----------------|----------------|----------------|----------------|
| Increased Literacy/Numeracy Skills | 17/23=74% | 19/20= 95% | 20/20= 100% | 16/18= 89% |
| Entered Employment or Post-Secondary | 20/21=95% | 11/15= 73% | 13/18 = 72% | 16/20= 80% |
| Attained Credential/ Diploma/ Certificate | 14/17=82% | 4/6 = 67% | 26/28 = 93% | 13/20= 65% |

17. Fiscal Competency

- A. **Describe the process used to capture and report fiscal data.** All invoices or vendor statements will be initialed by the Executive Director prior to signing the check to pay that bill or invoice. After checks are printed and signed, the accountant shall mark "Paid" with the date of payment and check number utilized for payment. All disbursements shall be reviewed and approved by the Executive Director. A monthly review of all disbursements shall be conducted by the Accounting clerk and reviewed by the Executive Director and the Finance Committee for

**2018-19 Orange County Children's Therapeutic Arts Center
Youth Employment Program - WIOA Proposal**

verification of accuracy, documentation and appropriate approval. The Executive Director shall be authorized to expend funds as approved by the Board of Directors under the organization's annual operating budget.

- B. Attach a copy of the organization's procurement policies and procedures as Attachment I.** Please see attached OCCTAC's Procurement Policies and procedures.
- C. What systems are used to ensure fiscal accountability, appropriate expenditures, and planned costs.** All requests for reimbursement shall be reviewed and approved by the Executive Director and Finance Committee. All reimbursements are subject to budgetary limitations as established in the organization's approved operating budget. No reimbursements are made without appropriate backup documentation. Please see details below of the accounting system used at OCCTAC:
- **Accounting Method:** OCCTAC utilizes a modified accrual-based account methodology.
 - **Cost Allocation Method:** Costs are allocated using the Direct Cost Allocation Method (OBM Circular A-122). OCCTAC classifies each item to a specific program, department, site, grant or contact that it directly relates to. Indirect expenses like general administration and general expenses are allocated based on the allowable budgeted portion of each program with the remaining portion to the center's administrative category. OCCTAC shall produce financial reporting for each of the Center's program functions. In consolidation, these programs shall make up the overall financial position of OCCTAC. All transactions (Payments and cash receipts) that occur at the center shall be classified under identified categories and programs. When program funding is split between two or more sources, the cost allocation for this program shall conform to the budget allocations established in the program.
 - **Budgets:** Under the guidance of the Finance Committee and prior to the beginning of each fiscal year, the Executive Director prepares an Operational Budget, including Program Budgets. Tuition fees, Service fee rates, etc., shall be approved by the Board. Any gifts (monetary or otherwise) resulting from fund-raising activities, solicitations and acceptance of gifts or contributions that are presented with restrictions of use shall be approved by the Board of Directors and submitted to the finance committee to verify the appropriate method of accounting and reporting.
 - **Receivables:** Receivables shall be aged monthly and delinquent accounts shall be followed up for collection. Receivables from miscellaneous sources shall be reviewed periodically by the Treasurer and significant amounts shall be reported to the Board of Directors. All write-offs shall require approval from the Finance Committee prior to Implementation. The Board shall review all write-offs from uncollectible accounts receivables.
 - **Deposits and Receipt of Monies:** Deposit of monies are made on a weekly basis, or whenever more than one thousand dollars (in either cash or check) has been received and recorded by the OCCTAC office. All items to be deposited are and shall be stamped "For Deposit Only" to the Account of OCCTAC with the appropriate bank account number. A deposit form for established OCCTAC accounts shall be completed with deposit slip details for cash or multiple checks. A copy of the deposit form, slip and all items to be deposited shall be made for accounting purposes and upon completion of the deposit attached to the

**2018-19 Orange County Children's Therapeutic Arts Center
Youth Employment Program - WIOA Proposal**

deposit slip and turned into the accounting revenue in-box. To ensure appropriate financial controls, the individual making deposits shall not be the same person reconciling the OCCTAC account. All funds received shall be recorded in the accounting system and filed in the locked accounting file cabinet.

- **Disbursements:** All disbursements are and shall be made by checks drawn on the established operating checking account for the OCCTAC. All disbursements shall utilize pre-numbered checks used in sequence. Any and all "voided" checks are and shall be mutilated and notes on the voided check stub. At no time shall disbursements be made to "bearer" or to "cash". All banking materials, records, blank checks, and deposit books are and shall be maintained in secure cabinets in the OCCTAC office under the supervision of the Executive Director and Accounting clerk. Only those individuals authorized to handle check stock as their part of their accounting duties for OCCTAC account shall have access to these banking materials. Disbursements are prepared from original invoices. Each disbursement shall require submission of a purchase request form and appropriate backup documentation. Invoices shall be date stamped upon receipt and marked "approved for payment."
 - **Reconciliation of Accounts:** All OCCTAC bank accounts are reconciled monthly. A monthly review of all accounts and financial reports are prepared by the Board Treasurer or designated Finance Committee Member.
 - **Files and Records:** OCCTAC shall maintain hard copy files for all operational and business transactions that occur. Files shall be separated into the following categories: a) Accounting records, b) Grant documentation, c) Tax filings; Donors, d) Legal/Insurance/License /Permits, e) OCCTAC Programs, f) Personnel documents and files, g) Vendor and Client contracts and other documents. OCCTAC maintains electronic and hardcopy records of all accounting transactions and financial reporting. All electronic records are be copied and stored in a secure, off site location or in a web based file storage system, which is the server. All financial and accounting hardcopy files are stored in secure--lockable file cabinets. Requests for financial documentation get processed through the accounting staff i.e. copy of original document. Original financial documentation remains in the file/s cabinet at all times.
- D. Describe invoicing process and list qualifications of staff assigned to task.** OCCTAC accounting clerk creates monthly WIOA invoices to submit to the City based on expenses incurred during the month. After the Coordinator and the Executive Director review and approve the program expenses, the Accounting clerk enters the data from the participants' stipends and/or time sheets, program staff as well as related expenses into the accounting system to generate an invoice. The invoice will be on the appropriate form provided by the WIOA Contract and submitted for reimbursement.
- E. Describe how your organization's financial stability is not dependent on WIOA funds.** The Orange County Children's Therapeutic Arts Center has a variety of funding sources: (1) contracts, (2) grants, (3) donations, (4) fee for service, and (5) fundraising. OCCTAC continues to maintain current contracts, as well as enter into new contracts with key community partners. Three years ago, OCCTAC started a new contract with MECCA and the County of Orange, Health Care Agency to provide prevention and family wellness programs. We anticipate a steady revenue increase, as we continue to grow each year with our MECCA and

**2018-19 Orange County Children's Therapeutic Arts Center
Youth Employment Program - WIOA Proposal**

county partners. In addition, and as part of the OCCTAC's long-term sustainability plan, the Executive Director and our board of directors have agreed to continue to diversify OCCTAC's funding sources by focusing some more on (1) donor solicitation, and (2) fundraising, and (3) social enterprise ventures.

- F. Identify the percentage of budget that will go directly to youth (i.e.: work experience payments, direct training, supportive services, incentives, etc.) versus the percentage of overhead and administrative costs. (ex: 50% of budget will be directly spent on youth in the form of work experience and training, etc.).**

50% of budget will be directly spent allocated for OCCTAC will go directly to youth in the form of work experience, payments, direct training, support services, incentives, etc. for the year 2015-2016. For 2016-2017 fiscal year, 52% of budget will be directly spent on youth in the form of work experience, payments, direct training, support services, incentives, etc.

- G. Submit most recent 2 years of audited financial statements as Attachment T & U with the Audited Financial Statement Form signed (Attachment S).**

Please see 990s for 2012- 13 and 2013-14 fiscal years.

18. Additional Attachments

- A. You may include additional documents such as flyers, brochures, training descriptions, and/or testimonials that support your proposal and/or further describe the program, as Attachment W.**

Please see additional attachments included. Attachments include WIOA Youth Brochures (Spanish and English) and other Youth Employment Program forms.

SCHOOLSFIRST 

FEDERAL CREDIT UNION

P.O. Box 11547 Santa Ana, California • 92711-1547
 800.462.8328 • 714.258.4000 • www.SchoolsFirstfcu.org

ANA JIMENEZ-HAMI
 17 VETRINA
 IRVINE, CA 92606

Account Number: XXXXXXXX760

From 04/01/2018 To 04/30/2018

ID 70 - FREE CHECKING
 JOINT OWNER:
 ANOOSHIRAVAN HAMI

| Date | Description | Category | Amount | Balance |
|------------|--------------------------------------------|----------|--------------|------------|
| 04/30/2018 | Withdrawal Draft 220 | | (\$150.00) | \$1,815.18 |
| 04/28/2018 | Online Transfer From Share 20 | | \$1,000.00 | \$1,965.18 |
| 04/25/2018 | Transfer To Loan 81 | | (\$700.00) | \$965.18 |
| 04/22/2018 | Online Transfer From Share 01 | | \$200.00 | \$1,665.18 |
| 04/21/2018 | Check Deposit | | \$700.00 | \$1,465.18 |
| 04/18/2018 | KNOTT'S BERRY FARM ONL 714-220-5220 CA 803 | | (\$104.99) | \$765.18 |
| 04/17/2018 | Withdrawal Draft 219 | | (\$4,000.00) | \$870.17 |
| 04/17/2018 | Withdrawal Draft 217 | | (\$50.00) | \$4,870.17 |
| 04/17/2018 | Withdrawal Draft 218 | | (\$40.00) | \$4,920.17 |
| 04/14/2018 | MINDEDGE, INC 7812501805 MA 271 WAVERLEY O | | (\$79.00) | \$4,980.17 |
| 04/14/2018 | COFFEE BEAN STORE SANTA ANA CA 2783 N MAIN | | (\$6.71) | \$5,039.17 |
| 04/14/2018 | Withdrawal Cash | | (\$100.00) | \$5,045.88 |
| 04/14/2018 | Withdrawal CC PAYMETN | | (\$500.00) | \$5,145.88 |
| 04/14/2018 | Check Deposit | | \$5,053.07 | \$5,645.88 |
| 04/13/2018 | AMERICASPRINTER.COM 07145211100 CA 6910 AR | | (\$144.39) | \$592.81 |
| 04/07/2018 | SUBWAY 00999912 MIAMI FL 9200 S DADELAND B | | (\$58.50) | \$737.20 |
| 04/07/2018 | POS COSTCO WHSE #09 WESTMINSTER CA COSTCOO | | (\$74.04) | \$795.70 |
| 04/06/2018 | POS COSTCO WHSE #04 FULLERTON CA COSTCO WO | | (\$114.71) | \$869.74 |
| 04/05/2018 | POS USPS PO 0 2201 N GRAND SANTA ANA CA UO | | (\$11.30) | \$984.45 |
| 04/05/2018 | SUBWAY 00999912 MIAMI FL 9200 S DADELAND B | | (\$58.50) | \$995.75 |
| 04/04/2018 | POS STAPLES 0055 ORANGE CA STAPLES 0055 O | | (\$35.53) | \$1,054.25 |
| 04/03/2018 | ATM SCHOOLSFIRST SANTA ANA CA 1001/2115 NY | | (\$100.00) | \$1,089.78 |
| 04/03/2018 | POS USPS PO 0 2201 N GRAND SANTA ANA CA UO | | (\$100.00) | \$1,189.78 |
| 04/02/2018 | POS OFFICE MA 13728 JAMBOR IRVINE CA OFFIO | | (\$43.07) | \$1,289.78 |

Learning Group Session: a one or two hour session with a single group of students.

Examples: You are meeting with one learning group for 2 hours = 1 Survey
 You are meeting with learning groups 1 hour each = 2 surveys

1. Date of Session (mo/day/year): _____ / _____ / _____
2. Name of Teaching Artist: _____
3. Art Form: Visual Art / Photography / Video / Digital
4. How many students were in this group today?
 - a. Were there any significant changes in the learning group population today? Yes No (e.g., students were absent due to transportation/weather/illness). Why? _____

5. Site Support Staff
 - a. How many teachers/volunteers/interns were in the class? _____
 - i. Did the volunteers/interns participate and support the students/session? Yes No
 - ii. If you answered "yes" to 5.a.i, how did they support the students/ session _____

Session Learning Objectives

1. The learning objective for today's session was: _____

2. Today's lesson...(please circle)
 - a. Exceeded the session's learning objective
 - b. Met the session's learning objective
 - c. Required modification of the learning objective
 - d. Did not meet the learning objective

Please comment on your choice: _____

Learning Session Progress

1. As of today's session, the learning group is: (Please check one)
 - () Frustrating - I am concerned that we will not be able to meet any learning goals
 - () Challenging - Objectives are being met at a slower pace than expected, but students are making progress
 - () Encouraging - Students are making progress
 - () On Target - Learning goals are being met consistently
 - () Exceptional - Students have met prescribed learning goals and have exceeded expectations

Please comment on your choice _____



OC CHILDREN'S THERAPEUTIC ARTS

2215 N Broadway • Santa Ana, CA 92706 • 714.547.5468 • Fax 714.564.9690 • www.occtac.org
501(c)3 Federal Tax ID# 33-0930891

Supportive Services Policies and Procedures WIOA Program 2018– 2019

Purpose: To establish guidelines for the issuance of supportive services to participants who are identified in need of such services. Goal is to aid this youth with their successful completion of OCCTAC's WIOA program.

Procedures:

Eligibility:

Supportive services are available to those identified as approved WIOA participants; have limited resources to meet basic needs; and have expressed the need of additional support to the Case Manager.

Supportive services will be made available to participants while they are enrolled in all phases of the WIOA program. These services are contingent upon approval by the Case Manager and OCCTAC Director.

Provision of supportive service is not an entitlement.

Availability of Funds and Assessment of Need:

The fiscal advisor or the accounting clerk and the Executive Director will verify the availability of funds and notify the case manager. Supportive services are delivered contingent upon availability of funds, the need of the participant and given on a first come, first serve basis.

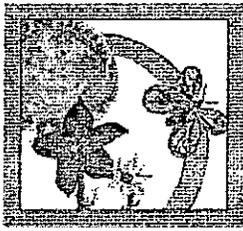
Initial assessment on need will be determined by the case manager and will be reviewed regularly. Logs of services will be kept on a regular basis and service(s) will also be case noted for documentation purposes.

Transportation Assistance Guidelines:

After identifying the need to transportation assistance and eliminating other resources, the case manager and the participant will develop a service plan and update progress in the case notes.

Transportation assistance is defined as the provision of a gas voucher; bus pass or ACCESS coupon book.

No replacement bus pass, gas card or ACCESS coupon book will be issued in the event the participant loses his/her bus pass, gas card or ACCESS coupon book.



OC CHILDREN'S THERAPEUTIC ARTS

2215 N Broadway • Santa Ana, CA 92706 • 714.547.5468 • Fax 714.564.9690 • www.occtac.org
501 (c)3 Federal Tax ID# 33-0930891

Fingerprinting—Live Scan and TB Test:

Participants who work with children and are placed in an educational setting will be required to undergo Fingerprinting—Live Scan through the Department of Justice and show a cleared TB Test. This supportive service will be available for participants on a case-by-case basis and determined by the case manager.

Books and/or Uniforms—Work Related Equipment

A participant may need to purchase books, skill building tools or work related equipment to fully participate in returning to school and or a new job opportunity. All Funding will be allocated for specific needs on a case-by-case basis, i.e. Working Wardrobe—Interview outfit.

Portfolios-Resume-Business Cards Related items for Job Search Tools

Participants may put together a professional portfolio of work demonstrating their skills in the area of marketing, graphic arts and design related to Job-Search.

Child/Dependent Care

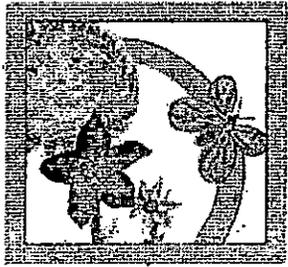
After identifying the need for assistance and eliminating other resources, the case manager and the participant will develop a service plan and update progress in the case notes.

Childcare assistance is defined as the provision of \$50 payment to institution/daycare/childcare provider upon receiving an invoice.

Participants may receive assistance with childcare or dependent care, which will enable them to participate in activities. Childcare will be limited to a maximum of \$50.00 per month per child/dependent. Supportive service available to all youth that enrolled in the program as pregnant or parenting youth.

Other:

Any other miscellaneous type expenses not mentioned above may be considered with proper authorization. The request must be fully documented and all receipts in proper order.



OC CHILDREN'S THERAPEUTIC ARTS

EXHIBIT 11

2215 N Broadway • Santa Ana, CA 92706 • 714.547.5468 • Fax 714.564.9690 • www.occtac.org
501(c)3 Federal Tax ID# 33-0930891

Incentive Policy and Procedures WIOA Program 2018 – 2019

Purpose: To establish guidelines for the incentives to participants who successfully commit and complete goals establish during program participation. Goal is to aid enrolled youth with their successful completion of OCCTAC's WIOA program.

Procedures: All incentives are based on availability of funding.

Summary of incentives:

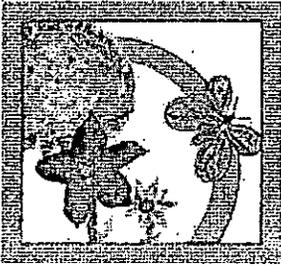
Current

| | |
|-----------------------------------------------|-------|
| Every two Secondary School Subjects Completed | \$50 |
| Secondary School Perfect Attendance | \$50 |
| Credential: Current Enrolled Youth | \$100 |
| Post-Secondary: Current Enrolled Youth | \$100 |
| Basic Skills Deficient: Increase in EFL | \$25 |
| Employment: Current Enrolled Youth | \$50 |

Follow-Up

| | |
|----------------------------------|------|
| Secondary School Credential: | \$50 |
| Post-Secondary | \$25 |
| Employment: Job Search | \$25 |
| Employment: Obtaining Employment | \$50 |

Rev: 5/8/2018



OC CHILDREN'S THERAPEUTIC ARTS

EXHIBIT 1

2215 N Broadway • Santa Ana, CA 92706 • 714.547.5468 • Fax 714.564.9690 • www.occtac.org
501(c)3 Federal Tax ID# 33-0930891

Incentive descriptions:

HS Dropouts:

Individuals who are HS dropouts at time of enrollment will be encouraged to attain a HS diploma or GED. Those who enroll into an institution yielding to a HS diploma or GED will be eligible to receive a \$50.00 Gift Card for every two (2) subjects they complete while enrolled in all phases of the WIOA program. Doing so will encourage these WIOA participants to commit to their educational goal and thus attain a secondary credential within a reasonable amount of time. Case Manager, educational counselor and school representatives will communicate regularly to insure that students enrolled into their institution commit to their schedule to complete missing credits on a timely manner.

Youth in Secondary Education:

Obtaining Credential: Any youth in secondary education that obtains their High School Diploma or GED during current year or follow up will receive a Gift Card incentive. This is to encourage youth for completing their educational goal of obtaining a credential for finishing their secondary education in a timely manner. Because this is a high demand credential by employers we want to use this incentive as a way to also help them achieve

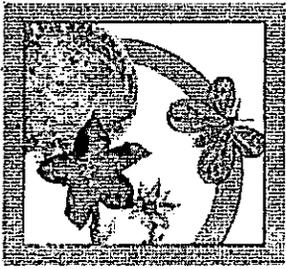
For Current youth: Gift Card incentive will be \$100

For Follow-up youth: Gift Card incentive will be \$50. Must complete before 4th quarter after Exit.

Attendance: Youth in secondary education will receive a \$50 Gift Card incentive for every month of perfect attendance. This is to encourage attendance so that youth may achieve their educational goals.

Basic Skills Deficient (BSD) Youth:

WIOA participants that are basic skills deficient will receive weekly tutoring in Math and/or Literacy (see Work Based Learning Policy). This will aid in literacy, numeracy gain of each client. Youth will receive a \$25 gift card per subject when they increase at least one EFL (Educational Functioning Level).



OC CHILDREN'S THERAPEUTIC ARTS

EXHIBIT 1

2215 N Broadway • Santa Ana, CA 92706 • 714.547.5468 • Fax 714.564.9690 • www.occtac.org
501(c)3 Federal Tax ID# 33-0930891

Employment for Currently Enrolled Youth:

To motivate youth to complete their employment goals participants will receive a \$50 Gift Card incentive when they meet at least one of the following goals and provide supporting documentation of completion:

- Turn in application for a job and get an interview
- Obtain employment
- Employed for 3 consecutive months

Employment for Youth in Follow-Up:

- Turn in application for a job and get an interview: \$25 Gift Card incentive
- Obtain employment: \$50 Gift Card incentive
- For each quarter employed: \$50 Gift Card incentive

Post-Secondary Education for Currently Enrolled Youth:

Participants are encouraged to complete their goals toward post-secondary education so that they may advance in their careers and increase their chances of earning higher hourly wages. Participants will be eligible for a \$100 Gift Card incentive if they have achieved one of the following goals toward post-secondary education and provide supporting documentation of completion.

- Obtaining a Credential such as: Associates Degree or Certificate
- Registering for classes for spring or fall semester and FAFSA/Dream Act Application

Post-Secondary Education for youth in Follow up:

- Obtaining a Credential: \$25 Gift Card incentive
- Registering for Fall or Spring classes: \$25 Gift Card incentive



OC CHILDREN'S THERAPEUTIC ARTS

2215 N Broadway • Santa Ana, CA 92706 • 714.547.5468 • Fax 714.564.9690 • www.occtac.org
501(c)3 Federal Tax ID# 33-0930891

Work Experience Policy WIOA Program 2018 – 2019

Purpose:

To establish guidelines for the WEX youth's paid work experience placements while enrolled in OCCTAC's Youth Employment Program funded through Workforce Innovation and Opportunities Act (WIOA).

Eligibility & Customer Profile:

WEX youth participating in work experience must have unexpired right to work documents and qualify for the youth employment program by meeting the requirements as outlined in the Youth Program Eligibility and Application Policy. WEX youth will make a plan with case manager in order to assess the developmental needs and place youth in worksite that best fits the WEX youth's experience and interests.

Depending on the program that they work for, WEX youth will be working with children age 6 months to adults 65+ if their worksite is OC Children's Therapeutic Art's Center. Customer profile will vary if WEX youth are placed off-site.

General Information:

Lunch and Breaks: WEX youth must take a ½ hour unpaid break after no more than 5 hours of work. They are also entitled to a paid 10-minute rest period every 4 hours.

W-2: To be available for all youths that participated in WEX by January 31 for the hours completed the year before. Youths are responsible to update OCCTAC staff on addresses so that their W-2 gets mailed out to the correct address.



OC CHILDREN'S THERAPEUTIC ARTS

2215 N Broadway • Santa Ana, CA 92706 • 714.547.5468 • Fax 714.564.9690 • www.occtac.org
501(c)3 Federal Tax ID# 33-0930891

Worker's Compensation: WEX Youth are all covered under OCCTAC's insurance. If they are ever to become injured or hurt on the job they will call the insurance company and go to the provider covered by the insurance.

Work Hours: On average WEX youth will work between 10-20 hours a week. Below are the maximum hours the WEX youth may complete. These numbers are more conservative than California labor laws for youth 17 and under because we do not authorize overtime for any WEX youth.

| | Ages 14-15 | Ages 16-17 | Ages 18+ |
|------------------------------------------|---------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|----------|
| Work Hours | -7am-7pm from Labor Day to June 1 -Not during school hours -7am-9pm, from June 1 to Labor Day | -5am-10 pm when there is school the next day -5am-12:30am when there is no school the next day | Anytime |
| Maximum hours when school in session | 18 hours a week but not over: -3 hours a day on school days -8 hours a day Saturday-Sunday and holidays | 40 hours a week, but not over: -4 hours a day Monday-Thursday -8 hours a day Friday-Sunday and holidays | 40 hours |
| Maximum hours when school not in session | -40 hours a week -8 hours a day | -40 hours a week -8 hours a day | 40 hours |



OC CHILDREN'S THERAPEUTIC ARTS

2215 N Broadway • Santa Ana, CA 92706 • 714.547.5468 • Fax 714.564.9690 • www.occtac.org
501(c)3 Federal Tax ID# 33-0930891

Timecards and Sign in Sheets: Worksite will have a binder on-site where WEX youth will sign in and out. In order for the timesheets to be valid, youth must have the supervisor initial every shift.

Youth will then complete timesheets to the best of their knowledge and sign them.

At the end of every month, youth must turn in sign-in sheets and signed timesheets to coordinator. If WEX youth is unable to collect sign in sheets, OCCTAC staff may retrieve the sign in sheets from worksite. (Attachment A)

Paycheck Information: WEX youth will be paid on the 15th of every month.

Duration and Length of WEX Activity:

Based on the availability and needs of WEX youth work experience should be a minimum of 6 weeks and not exceed 45 weeks or 900 hours unless approved by Program Manager.

Staff of Santa Ana Workforce Development Board may approve WEX waivers of the 900-hour limitation policy. Waiver requests must be submitted in writing. Youth may not exceed the 900-hour limit prior to the date of waiver approval.

Rate of Pay and Payment:

During Stipend WEX youth will receive \$150.00 for every 20 hours completed for the first 80 hours of work experience. Immediately after that, youth will be compensated at minimum the California minimum wage for every hour worked.



OC CHILDREN'S THERAPEUTIC ARTS

2215 N Broadway • Santa Ana, CA 92706 • 714.547.5468 • Fax 714.564.9690 • www.occtac.org
501(c)3 Federal Tax ID# 33-0930891

| Time Frame | California Minimum Wage |
|------------------------------|-------------------------|
| January 1- December 31, 2017 | \$10.50/ Hour |
| January 1- December 31, 2018 | \$11.00/ Hour |

Worksite Review:

Worksite review will occur three times during their WEX training. Worksite will be monitored for compliance of worksite agreement and safety standards. The purpose will be to ensure that WEX youth is receiving quality training while working in a safe and comfortable environment. (Attachment B)

OCCTAC staff member is to visit the worksite before training begins to meet with the WEX youth's supervisor and monitor the worksite. Staff is to do a minimum of one visit halfway through training and a final visit a week before training ends.

If corrective action is required, worksite supervisor will be informed by OCCTAC staff of any inconsistencies in the worksites operations. A follow-up visit will be made within three to five working days after the findings have been identified, to review corrective action taken by worksite.

Allowable Expenditures:

WEX funds may be used to pay participant's wages and related benefits for work experience in the public, private, for-profit or non-profit sectors when the participant's objective assessment and individual service strategy indicate that work experience is appropriate.

Allowable expenditures beyond wages may include the following:

- Classroom training or the required academic education component directly related to the work experience.



OC CHILDREN'S THERAPEUTIC ARTS

2215 N Broadway • Santa Ana, CA 92706 • 714.547.5468 • Fax 714.564.9690 • www.occtac.org
501(c)3 Federal Tax ID# 33-0930891

- Professional development training related to work experience
- Orientation sessions for WEX youth and employers
- Tutoring with OCCTAC tutor in order to improve skills or meet ISS Goals
- Meeting with supervisors or employers outside of scheduled work hours for planning, training, or evaluating progress

Worksite approval Procedures:

Worksite approval procedures ensure that the worksite fits the WEX youth's developmental needs, is a safe environment for them to work in, and provides valuable training.

OCCTAC staff will visit the worksite, and fill out a worksite safety report (Attachment C) depending on the youth's age. They should also present the worksite supervisor with the worksite agreement and contract outlining the training/ learning objectives for WEX youth (Attachment D-1 and D-2).

1. The worksite location must be safe, appropriate to the WEX youth's age, ADA compliant and EEO compliant. (Attachment E)
2. The on-site supervisor must agree to abide by the rules indicated in the worksite agreement (Attachment D-2)
3. The on-site supervisor must outline training objectives that coincide with the WEX youth's development and capabilities on the Training Plan. OCCTAC staff will evaluate the proposed Training Plan and suggest appropriate learning objectives when necessary. On-site supervisor must agree to any edits suggested by OCCTAC Staff. (Attachment F)
4. **Approved:** Once the worksite complies by the three conditions stated above the worksite will be approved for paid WEX.
5. **Not Approved:** If the worksite or the on-site supervisor do not comply to the following: safety, ADA and EEO compliance,



OC CHILDREN'S THERAPEUTIC ARTS

2215 N Broadway • Santa Ana, CA 92706 • 714.547.5468 • Fax 714.564.9690 • www.occtac.org
501(c)3 Federal Tax ID# 33-0930891

worksite agreement and appropriate objectives; the worksite will not be approved for paid WEX.

Agency Worksite Agreement Procedures:

The worksite agreement procedures ensures that all worksites are evaluated equally and follow the same procedure.

Once Staff deems the worksite safe the staff will meet with the supervisor to explain the different parts of the worksite agreement and complete the documents before the WEX youth's first day of training.

Worksite training agreement includes:

- a) Letter from executive director introducing the objective of our Youth Employment Program funded by WIOA (Attachment D-1)
- b) Worksite training agreement (Attachment D-2)
- c) WEX youth responsibilities (Attachment G)
- d) Training plan (Attachment F) and worksite schedule (Attachment H).

Staff Roles and Responsibilities:

- A. Complete Attachment C, Worksite safety report to best of knowledge and ensure that worksite is ADA and EEO compliant.
- B. Complete Agency Worksite Agreement with worksite supervisor. See *Agency Worksite Agreement Procedures* on page 6.
- C. Complete all parts of *Worksite Approval Procedures* to ensure that the worksite is the best fit for WEX youth (Refer to pg. 5).
- D. Complete a minimum of three worksite reviews as outlined in *Worksite review*. (Refer to pg. 4).
- E. Provide age appropriate work sites.



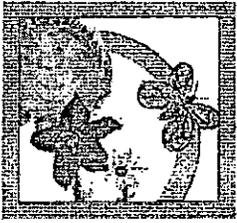
OC CHILDREN'S THERAPEUTIC ARTS

2215 N Broadway • Santa Ana, CA 92706 • 714.547.5468 • Fax 714.564.9690 • www.occtac.org
501(c)3 Federal Tax ID# 33-0930891

- F. Meet with worksite supervisors to evaluate WEX youth's work performance and distribute evaluations (Attachment I)
- G. Meet with WEX youth to evaluate the worksite and make plan for developing job skills when necessary
- H. Assist with job placement at conclusion of WEX training.
- I. Educate WEX youth on health and safety and make safety plan in case of injury.

WEX Youth Roles and Responsibilities:

- A. Be willing to commit to learning and working hard
- B. Be willing to follow work hours, instructions, work policies and rules
- C. Keep accurate timesheets and submit timesheet to the OCCTAC Youth Employment Program office at the end of each month. (Attachment A)
- D. Immediately report any work related incidents to both the worksite supervisor and the OCCTAC staff
- E. Communicate any inappropriate behavior of work related issues to OCCTAC staff
- F. The WEX youth agrees to call the worksite supervisor a minimum of two hours before his/her shift begins if unable to report to work.
- G. The WEX youth is required to stay in his/her assigned placement for a period of 2-3 months. After a period of three months, if the WEX youth chooses to continue at the worksite he/she may do so with the approval of the work site supervisor and OCCTAC staff. If participation is extended additional duties and opportunities to acquire new skills should be included, in order, to further enrich the WEX youth's experience at worksite.
- H. Abide by responsibilities outlined in the worksite training agreement (Refer to attachment D-2).



OC CHILDREN'S THERAPEUTIC ARTS

2215 N Broadway • Santa Ana, CA 92706 • 714.547.5468 • Fax 714.564.9690 • www.occtac.org
501(c)3 Federal Tax ID# 33-0930891

Worksite Supervisor Roles and Responsibilities:

- A. Be willing to train and mentor the WEX youth
- B. Be willing to complete monthly evaluations of WEX youth performance. (Refer to attachment I)
- C. The worksite supervisor understands this to be an entry level position and the responsibilities assigned shall be entry level.
- D. Be willing to provide to OCCTAC staff and to the WEX youth a Job Description indicating WEX youth job responsibilities at worksite.
- E. Give WEX youth appropriate safety training for the worksite
- F. Give WEX youth timely breaks when appropriate as outlined in the worksite training agreement.
- G. Abide by the work hours and responsibilities outlined by the worksite training agreement. If any changes are made first they must be approved by OCCTAC staff and stay within the hours outlined above in "general information" section. (Refer to attachment D-2)
- H. Be ADA compliant
- I. Adhere to the Equal Opportunity Grievance Procedures
- J. Observe California State and Federal Child Labor Laws

YSPN MEMBER PERFORMANCE PLAN 2018-2019

Orange County Children's Therapeutic Art Center

| WIOA YOUTH POPULATION | | |
|-------------------------------------------|-------|-------------------------|
| Youth Population | Ages | # of Youth to be Served |
| In-School | 16-18 | 4 |
| Out-of-School (75% minimum) | 16-24 | 18 |
| TOTAL NUMBER OF YOUTH TO BE SERVED | | 22 |

| PROJECTED ENROLLMENTS & EXPENDITURES | | |
|-------------------------------------------------------------------------------------|------------------------------|------------------------------------|
| (NOTE: 100% OF YOUTH MUST BE ENROLLED BY 2 ND QUARTER-DECEMBER 31, 2018) | | |
| Quarter | # of Enrollments per Quarter | Estimated Expenditures per Quarter |
| 1 st | 11 | \$23,002 |
| 2 nd (100% Enrollment Required) | 22 | \$53,666 |
| 3 rd | 22 | \$53,666 |
| 4 th | 22 | \$53,666 |
| TOTAL | 22 | \$184,000 |

| 14 WIOA ELEMENTS | |
|----------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| mark a "x" next to the elements provided in your program | |
| X | 1. Tutoring, study skills training, dropout prevention strategies |
| X | 2. Alternative secondary school services or dropout recovery |
| X | 3. Paid & unpaid work experience that have academic and occupational components, which may include: summer employment, pre-apprenticeship, internships & job-shadowing, or On-the-Job training (20% of funds must be used for this element) |
| X | 4. Occupational skills training—priority for recognized credentials aligned with sectors in-demand |
| X | 5. Education offered concurrently with workforce preparation activities |
| X | 6. Leadership development-community service & peer centered activities |
| X | 7. Supportive Services |
| X | 8. Adult mentoring |
| X | 9. Follow-up services for not less than 12 months after exit (required) |
| X | 10. Comprehensive guidance & counseling drug & alcohol, etc. |
| X | 11. Financial literacy |
| X | 12. Entrepreneurial skills training |
| X | 13. Labor market information-career awareness and exploration |
| X | 14. Activities to help youth prepare for and transition to postsecondary education |

| PERFORMANCE MEASURES | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| July 1, 2018-June 30, 2019 | |
| (Projected Benchmarks subject to change) | |
| 1. % of Participants who are in education/training, or in unsubsidized employment during the 2 nd quarter after exit | Benchmark: 66% |
| 2. % of Participants who are in education/training, or in unsubsidized employment during the 4 th quarter after exit | Benchmark: 68% |
| 3. The median earnings of Participants in unsubsidized employment during the 2 nd quarter after exit | Benchmark: Pending* |
| <i>*Pending further State and Federal guidance.</i> | |
| 4. % of participants who, during the program, are in education or training that leads to a recognized postsecondary credential or employment AND who are achieving measurable skill gains | Benchmark: Pending* |
| <i>*Pending further State and Federal guidance.</i> | |
| 5. % of Participants who obtain a recognized postsecondary credential or secondary diploma during participation OR within 1 year after exit | Benchmark: 58% |
| 6. Effectiveness in serving employers | Benchmark: Pending* |
| <i>*Pending further State and Federal guidance.</i> | |

COMPLAINT HANDLING
UNDER THE
WORKFORCE DEVELOPMENT ACT

SANTA ANA
WIOA

Santa Ana Local Workforce Development Area
Revised April 25, 2018

Table of Contents

| | | |
|------|-------------------------------------------------------------------------|----|
| I. | Information Regarding Complaints_____ | 3 |
| | A. Nondiscrimination and Equal Opportunity Complaints_____ | 3 |
| | 1. Policy Statement_____ | 3 |
| | 2. Civil Rights_____ | 4 |
| | 3. Nondiscrimination laws under WIOA_____ | 4 |
| | 4. How to File Your Complaint_____ | 5 |
| | B. Criminal Complaints_____ | 6 |
| II. | General Procedures for Handling Non-Criminal Violations of the Act_____ | 6 |
| III. | Procedures for Handling Complaints at the LWDA Level_____ | 8 |
| IV. | Procedures for Handling Complaints at the State Level_____ | 12 |
| V. | Procedures for Handling Discrimination Complaints by Participants_____ | 15 |
| VI. | Procedures for Handling Disability Complaints by Participants_____ | 17 |
| | GLOSSARY OF WIOA TERMS_____ | 20 |

I. Information Regarding Complaints

A. Nondiscrimination and Equal Opportunity Complaints

1. Policy Statement

In carrying out the purpose of the Workforce Innovation Opportunity Act (WIOA), the City of Santa Ana Local Workforce Development Area (LWDA) will establish programs to prepare youth and unskilled adults for entry into the labor force and to afford job training to those individuals facing serious barriers to employment. Every effort will be made to provide services necessary for eligible individuals to obtain productive employment.

In implementing WIOA, all contractors in the Santa Ana LWDA will foster equal opportunity and non-discrimination, as provided in State and Federal equal opportunity and non-discrimination laws including, but not limited to:

- Title VI of the Civil Rights Act of 1964
- Title VII of the Civil Rights Act of 1964
- The Age Discrimination Act of 1975, as amended
- Section 503 of the Rehabilitation Act of 1973
- Section 504 of the Rehabilitation Act of 1973
- Title IX of the Education Amendments of 1972
- Section 188 of the Workforce Innovation Opportunity Act of 2014

In keeping with our commitment, no individual shall be excluded from participation in, denied benefits of, subjected to discrimination under, or denied employment, in the administration or of in connection with any WIOA funded program because of race, color, religion, sex, national origin, age, disability, or political affiliation or belief.

Participation in programs and activities financially assisted in whole or in part under WIOA shall be open to citizens and nationals of the United States, lawfully admitted permanent resident aliens, lawfully admitted refugee, parolees, and other individuals authorized by the Attorney General to work in the United States.

No individual will be intimidated, threatened, coerced, or discriminated against because of filing a complaint, furnishing information, or assisting or participating in any manner in an investigation, compliance review, hearing or any other activity related to the administration of WIOA.

Administration responsibility for this Equal Opportunity/Affirmative Action (EO/AA) Program is delegated to the Equal Employment Opportunity (EEO) Officer for the Santa Ana local Workforce Development Area. Equal opportunity and non-discrimination, however, will only be achieved through leadership and implementation of a viable Affirmative Action Equal opportunity Program.

2. Civil Rights

No one applying for or enrolled in the Workforce Innovation Opportunity Act (WIOA) programs may be discriminated against because of race, color, creed, disability, national origin, sex, age, political affiliation, or beliefs.

This means that – for any of the characteristics listed above:

- You may not be denied the opportunity to enroll in WIOA.
- No benefits or services may be denied you for discriminatory reasons.
- You may not be segregated or treated any differently from other applicants or participants, while you are being registered, interviewed, counseled or tested; or while you are working or attending classes as part of the program.
- You must be provided an equal chance to use all facilities available in the program.
- Fair employment practices must be provided to all staff with regard to recruiting, hiring, transferring, promotions, training, compensation, benefits, layoff, and termination.

You have the right to make a complaint if you feel you have been denied any of the above opportunities. You cannot in any way be penalized for filing a complaint. Your WIOA sponsor has established a mechanism for handling complaints and grievances. Your complaint must be filed within 180 days. All complaints will be handled confidentially.

3. Nondiscrimination Laws under WIOA

Title VI of the Civil Rights Act of 1964

Prohibits discrimination on the basis of race, color, national origin, or religion.

The Age Discrimination Act of 1975

Prohibits arbitrary discrimination against persons age 40-70.

The Rehabilitation Act of 1973

Prohibits discrimination based on disability.
Title IX of the Education Amendments of 1972

Prohibits discrimination in any education or training program or activity receiving federal financial assistance.

OTHER CIVIL RIGHTS LAWS:

Title VII of the Civil Rights Acts of 1964

Prohibits discrimination in employment based on race, color, religion, sex, or national origin in all terms and conditions of employment and establishes the Equal Employment Opportunity Commission as the administrative agency.

White House Executive Order no. 11246 as Amended by Executive Order No. 11375

Creates the office of Federal Contract Compliance and prohibits discrimination based on race, color, sex, religion, or national origin.

Department of Labor Secretary's Order no. 4-73

Prohibits discrimination based on sex.

Equal Pay Act of 1963

Prohibits pay differential solely because of sex.

Emergency Employment Act of 1971

Prohibits discrimination based on race, creed, national origin, political affiliation, or beliefs.

4. How to File Your Complaint

- a. Put your complaint in writing.
- b. Have it sworn to before a notary public, if possible.
- c. Provides details that tell what happened, where it happened and when it happened.
- d. Give the name and addresses of all persons who were present or who had anything to do with the matter.

...Complaints on the basis of race, color, or national origin, age, sex, religion, political affiliation or belief, retaliation and citizenship, must be filed within 180 days of the alleged occurrence directly with:

Director
Civil Rights Center
U.S. Department of Labor, Room N-4123
200 Constitution Ave., NW
Washington, D.C. 20210

Complaints on the basis of disability must be filed within 180 days of the alleged occurrence. These complaints must be filed directly with the WIOA administrative entity. The WIOA administrative entity shall issue a written decision within 30 days of the filing of the complaint. If the complaint is still unresolved, an appeal may be made to the Chief of State Workforce Investment Division Office.

The Department of Labor, the Civil Service Commission, the Equal Employment opportunity Commission, and many other offices and agencies are committed to assuring equal employment opportunities for all persons. They will protect you.

A case may be taken to court if the other processes do not yield satisfactory results.

You may hire your own lawyer, or if you cannot afford one, the court may appoint one for you.

It is unlawful for an employer, union, or employment agency to punish you or any witness for attempting to present the facts in a case.

YOUR CIVIL RIGHTS UNDER THE
WORKFORCE INNOVATION OPPORTUNITY ACT
Santa Ana Local Workforce Development Area
1000 E. Santa Ana Blvd., Ste 200
Santa Ana, CA 92701
(714)565-2600

B. Criminal Complaints

In accordance with the WIOA and the implementing code of Federal section 667.600.... Federal handling of criminal complaints and report fraud, abuse and other criminal activity. "All information and complaints involving fraud, abuse or other criminal activity shall be reported directly and immediately to the City of Santa Ana and the Secretary of Labor."

II. General Procedures for Handling Non-Criminal Violations of the Act

The following procedure is promulgated to meet the requirements of Title 20, of the Code of Federal Regulations, Section 186 through 188 of the WIOA regulations, and Section 181 of the Act (Public Law 105.200: 29 U.S. Code Sec. 2931 et seq.) at the State and LWDA level for the

EXHIBIT 1

receipt, investigation, hearing, and resolution of complaints by WIOA participants, sub recipients, applicants for participation, or financial assistance, labor unions, community based organizations, or any other persons.

These procedures provide for resolution of non-criminal complaints arising from the operation of the Santa Ana LWDA.

A complaint is defined here as a written expression by a party alleging a violation of the Act, regulations promulgated under the Act, recipient grants, sub agreements, or other specific agreements under the Act, including terms and conditions of employment of such participants in employment training programs. All complaints, amendments and withdrawals shall be in writing. These procedures are intended to resolve matters which concern policies, procedures or action(s) arising in connection with WIOA programs operated by each LWDA grant recipient and sub recipient under the Act.

These procedures shall not be construed as affecting any other available legal remedy outside of the WIOA complaint process (i.e., disputes regarding terms and conditions of employment of any employee who is not a participant), either separately or simultaneously, that a person may wish to pursue in the resolution of a non-WIOA complaint. Also, these procedures do not restrict the LWDA grant recipient staff in carrying out informal discussion

Procedures do not restrict the LWDA grant recipient staff in carrying out informal discussion and resolution of any problems outside of and without resort to the formal complaint procedure.

A. The following principles and rules apply to all complaints at all steps of the complaint procedures:

1. All complaints must be made in writing within 180 days of the alleged occurrence, except complaints alleging fraud or criminal activity.
2. All persons filing a complaint shall be free from restraint, coercion, reprisal, or discrimination. Good faith efforts shall be made to informally resolve the complaint prior to the scheduled hearing. Complainants have the right to withdraw their complaints (in writing) at any time prior to the hearing. A complainant may amend his/her complaint to correct technical deficiencies but not to add issues.
3. Complainants shall have the right to be represented at their own expense by person(s) of their choosing at all levels of the complaint process.
4. Upon enrollment into employment or training, participants shall be provided with a written description of these procedures, including notification of their right to file complaints and instructions for filing.

An employer of participants, including private-for-profit employers of participants, may use this or other complaint resolution procedures so long as the participant is informed of the complaint resolution procedure they are to follow and the time frames governing review of complaints are met.

A "participant", within the meaning of these procedures, is an individual who receives employment-training services under a program funded by Santa Ana LWDA. The Complaint Resolution Procedures contained herein (or the alternative procedures which an employer may use) shall be available to participants to resolve disputes regarding items and conditions of employment of such participants in employment training programs. However, such procedures shall not be used to resolve disputes regarding terms and conditions of employment of any employee who is not a participant, as defined herein.

5. If a complaint does not receive a decision at the LWDA grant recipient level within 60 days of filing the complaint or receives an unsatisfactory decision, the complainant then has a right to request a review of the complaint by the Governor.
6. Complainants must initially file and exhaust LWDA grant recipient/hearing procedures prior to appealing to the State except where the State determines that the LWDA grant recipient's procedures are not in compliance with the State's procedures.

III. Procedures for Handling Complaints at the LWDA Level

A. Receipt Complaints

Pursuant to the WIOA regulations found at 20 CFR, Section 683.600, the LWDA administrative entities have the responsibility to conduct hearings and resolve complaints made by individuals about the administration of programs in the LWDA. "LWDA level" encompasses LWDA administrative entity and employers to which the administrative entity has delegated the complaint resolution process. The following comprise the guidelines for resolving issues arising in connection with WIOA programs operated by the Santa Ana LWDA including resolutions of complaints arising from actions, such as audit disallowances or the imposition of sanctions taken by the Governor with respect to audit findings, investigations or monitoring reports.

1. Form and Filing of Compliant

Official filing date of the compliant is the date the written complaint is received. The filing of the complaint with the Santa Ana LWDA Equal Employment Opportunity Officer shall be considered as a request for hearing and a decision must be issued within 60 days. The complaint must be in writing and must be signed and dated. The complaint should also contain the following information:

- a. Full name, telephone number, if any, and mailing address of the complainant;
- b. Full name, telephone number, and mailing address of the agency involved (respondent);
- c. Clear and concise statement of facts including dates constituting alleged violation;

EXHIBIT 1

- d. What provisions under the Act, regulations, grant or other agreements under the Act, are believed to have been violated;
- e. Remedy sought by the complainant; and
- f. If the complainant is a private or public entity or corporation, and not a natural person, the filing of the complaint must be duly authorized by the governing body of such entity or corporation.

The absence of any of the requested information shall not be a basis for dismissing the complaint.

A copy of the complaint must be sent to the respondent and both parties notified of the opportunity for an informal resolution. At each step of the complaint process, the complainant must be notified in writing of the next procedural step.

2. Informal Conference

Informal conferences will be utilized by the Santa Ana LWDA to resolve complaints; however, such informal conferences shall not extend the time within which a decision must be issued after receipt of a complaint. Attempts at informal resolution will commence with two (2) weeks of the date of filing of the complaint.

- a. The EEO Officer will review the case and ascertain facts prior to the conference so that appropriate resolution can take place at the time of this meeting whenever possible.
- b. Although the complainant should be encouraged to attend this conference, his/her failure to do so should not preclude his/her right to request a hearing on the matter.
- c. If mutually satisfactory resolution results and the Santa Ana LWDA concurs, the EEO Officer will write a brief report for the file stating the issues and resolution. The matter shall then be considered closed.
- d. If resolution does not result, the complainant shall be provided the necessary information and assistance to request a hearing if he/she so desires.

3. Request for Hearing

- a. As in the case of the complaint, the request for a hearing should be put in writing and be filed in person or by mail. A governing board resolution of authorization to appeal should also be submitted when appropriate. The request should be filled with:

Jennifer Sommers
Sr. Personnel Analyst – EEO Officer
20 Civic Center Drive, M-24
Santa Ana, CA 92701
(714) 647-5348

- b. A hearing will be scheduled by the EEO Officer within thirty (30) days of the date of filing of the complaint.

4. Notice of Hearing

Upon receipt of the request for hearing, the complainant and the respondent will be notified in writing of the hearing ten (10) calendar days prior to the date of the hearing. The ten-day notice may be shortened with the written consent of the parties. A decision will be issued by the Santa Ana LWDA within sixty (60) days of the date of filing of the complaint.

The hearing notice shall be in writing and contain the following information:

- a. The date of notice, name of the complainant, and the name of the party against whom the complaint is filed.
- b. The date, time and place of hearing before an impartial hearing officer.
- c. A statement(s) of the alleged violation(s)
- d. Advise as to where information or assistance may be obtained, and the name, address, and telephone number of the Santa Ana LWDA Equal Employment Opportunities (EEO) Officer who can answer inquiries.

B. Conduct of Hearing

The hearing shall be conducted in an informal manner with strict rules of evidence not applicable. Unnecessary technicalities should be avoided. It should provide the flexibility to enable adjustment to the circumstances presented.

1. The hearing officer shall have complete independence to obtain facts and make decisions. The hearing officer shall be in a position to render impartial decisions and thus should not be subordinate to the Santa Ana LWDA or its sub recipients. The hearing officer will be selected from a list of names on file with the EEO Officer.
2. Full regard must be given to the requirements of due process to insure a fair and impartial hearing.
3. The hearing office designated by the EEO Officer to function in a quasi-judicial capacity should begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted, making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer might take testimony under oath or affirmation to give some assurance of veracity to the hearing.

4. The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.
5. The party involved should have the right to be represented (at their own expense) if he/she so desires. Other he/she is limited to his/her own abilities and those to the hearing officer in obtaining testimony in the case.
6. It is important that the hearing officer obtain the fullest information for the record. If the parties involved, or their representatives, do not know how to ask the right or pertinent questions in pursuing their right to due process, it shall be necessary for the hearing officer to step in to have all the materials and relevant facts elicited.
7. The practice in informal hearings is generally not to apply strict rules of evidence in obtaining facts. However, the quantity of evidence required to support a decision on an issue should be sufficiently credible that the state (or other appropriate agency), upon reviewing the decision, would conclude that the decision is supported by substantial evidence.
8. The hearing officer should attempt to negotiate a resolution of the issue at any time prior to the conclusion of the hearing.
9. Within ten (10) days of the conclusion of the hearing, the hearing officer will issue a recommended decision to the LWDA for final determination. The recommended decision shall be in writing and may be accepted, rejected or modified by the Santa Ana Workforce Development Board.

C. Issuance of Decision

Within sixty (60) calendar days of filing of the complaint, the Santa Ana LWDA shall issue a written decision to all parties by first class mail. The final decision shall contain the following information:

1. The name of the parties involved.
2. A statement of the alleged violation and issues related to the alleged violation.
3. A statement of the facts.
4. The decision and the reasons for the decision.
5. A statement of corrective action, if any, to be taken.
6. Notice of the right to request, within ten (10) calendar days of receipt of the decision, a review of the decision by the State Review Panel.

D. Record of Hearing

An administrative file containing support documents on the complaint resolution process hearing conducted will be retained by the Santa Ana LWDA. The purpose of a record is to serve as substantiation of the process followed by the Santa Ana LWDA on the resolution of the issues and the results. This information would then be available for subsequent review in the event the matter is raised with the State. Such records must be retained for a three-year period after the grant has been officially closed out.

The Santa Ana LWDA's written decision will be included in the record. Evidence received at the hearing, notes by the hearing officer, stenographer's notes and tape recordings may also be used.

E. Establishment of Complaint Procedures

In accordance with Section 683.600, each employing agency including private-for-profit employers of participants under the Act is required to establish a complaint procedure for resolving matters relating to the terms and conditions of employment. Employers may operate their own grievance system or may utilize the Santa Ana LWDA's established procedures under Section 683.600. At a minimum these procedures must include:

1. Written notice, upon enrollment into employment training services, of the scope and availability of such procedures. Employer's grievance procedures shall be set forth in a written document and must meet the regulation mandate that a complaint will be resolved with sixty (60) days from the date the complaint was filed. A copy of employer's grievance procedure shall be provided to each participant upon enrollment in employment training.
2. Written notice, at the time the grievance is filed, of the procedures under which the grievance will be processed.
3. Written notification of the disposition of the grievance and a written decision shall be issued within thirty (30) days of the filing of the grievance unless a present and long established grievance specifically provides other limits; and
4. Written notification of the participant's right to request a review of the employer's decision by the Santa Ana LWDA and the State Review Panel in accordance with Section 683.600.

IV. Procedures for Handling Complaints at the State Level

Section 181 (c) of the Act and the WIOA regulations at 20 CFR, Section 683.600 (d) requires the Governor to establish a State Review process of complaints filed at the LWDA grant recipient level and of complaints initially filed at the State level.

Appeals of decisions issued at the LWDA level including audit disallowances and sanctions shall be reviewed by the State Review Panel. The State Review Panel shall review the record

established at the LWDA level and shall issue a decision based on the information contained therein.

Complaints which may be initially filed at the State level will be heard by an independent hearing officer designated by the State Workforce Investment Division (WID). The hearing officer shall conduct a hearing and issue a recommended decision to the State Panel. The recommended decision shall be in writing and may be accepted, rejected or modified by the State Review Panel.

A. Form and Filing of Complaint.

1. Request for State Review of LWDA Level Decisions

On receipt of a complainant's request for review because of an unsatisfactory decision, the State shall provide for an independent state review.

2. Filing of Requests for State Review

The State Review Panel shall review all LWDA level decisions when a request for review is filed within 10 days of receipt of the adverse decision. Such requests must be filed in writing with the Chief of the WID Office. The request for review should contain the following information:

- a. Full name, address, and telephone number of the party requesting the review
- b. Full name, address, and telephone number of the other party
- c. A copy of the decision
- d. Brief statement of reasons for review or the section of the LWDA decision to be reviewed including regulatory and statutory citations
- e. A statement of the relief sought.

3. Complainant Responsibility

It is the responsibility of the complainant to include in the request for review a written statement setting forth the facts presented at the LWDA hearing which support the requested relief.

The Chief, WID, shall mail a copy of the request for review to the other party and to the LWDA. It shall be the responsibility of the LWDA to submit the complete record including a typed record of the hearing to the Chief, WID, within ten (10) days.

B. Conduct of Hearings.

1. Request for Hearing at the State Level

If no decision has been issued at the LWDA level or the State has determined an audit disallowance or imposed sanctions, the complainant may request a hearing. The hearing officer will then issue a recommended decision to the State's Review Panel for final determination.

2. Filing for Request for Review

The request for a State hearing shall be filed within ten (10) days after LWDA should have issued a decision or ten (10) days after the issuance of the audit disallowance or sanction. The request shall be filed directly with the Chief of the WID in writing and should include the following:

- a. Full name, address, and telephone number of the LWDA
- b. Name, address, and telephone number of the LWDA
- c. Copies of complaints made at LWDA level from which no decisions were issued or sanctions and imposed.
- d. A statement of basis for the request for hearing.

3. Evidentiary Hearing

Upon receipt of the request for a State level hearing, a hearing before a designated hearing officer will be scheduled.

The hearing will be recorded mechanically or by court reporter.

Both parties concerned will have the opportunity to present oral and written testimony under oath, to call and question witnesses in support of his/her position, to present oral and/or written arguments, to examine records and documents relevant to the issue(s), and to be represented.

The hearing officer shall issue a written decision, which shall be forwarded to the State Review Panel for final determination.

The State Review Panel may accept, reject or modify this recommendation. The decision of the State Review Panel is final except for audit disallowances, which must be approved by the Secretary of Labor

C. State Review Panel

The State Review Panel will consist of a panel of three representatives from the Employment Development Department: one from the Legal Offices, one from the WID, and one from the Director's office. The panel will issue a written decision, which will be sent to the appropriate parties within thirty (30) days of receipt of the request for State review.

Decisions issued by this panel, under the authority of the Governor, are final.

D. Issuance of State Review Decision.

The State review will be limited to violations of the WIOA, implementing WIOA regulations or the grant agreement. This review shall be limited to the record established at the LWDA hearing.

V. Procedures for Handling Discrimination Complaints by Participants.

- A. Complaints on the basis of race, color, or national origin, age, sex, religion, political affiliation or belief, retaliation, and citizenship, where appropriate, must be filed within 180 days of the alleged occurrence.
 - 1. It is the responsibility of the Santa Ana LWDA's Equal Employment Opportunity (EEO) Officer to determine jurisdiction and to make the complainant aware of and provide assistance in filing a complaint in accordance with the Santa Ana LWDA's procedure under Section II (A).

PROCEDURES FOR HANDLING NON-CRIMINAL COMPLAINTS

No later than
180 days of
alleged
discrimination

Handling of complaints filed at LWIA level arising in connection with WIA programs operated by LWDA's

Informal Resolution Process

Filing of Complaint/Request for Hearing

Notice of Hearing issued by LWIA

Hearing Conducted

LWIA Decision within 60 days

30 Days

60 Days

Unsatisfactory Decision or LWDA Decision not issued within 60 days

Within 10 days of receipt of unsatisfactory decision or 10 days from date LWIA decision should have been issued.

Request for State Review

Governor's Decision issued by State Review Panel

30 Days

If no decision issued by State Review Panel

Appeal to DOL

2. In cases where areas of authority overlap, it is the responsibility of the EEO Officer to advise the complainant of the existence of State, Federal and other proper action agencies, which may also have a bearing.
3. Complainants alleging discrimination under this part will be made aware of their right to file directly with the Office of Civil Rights (OCR), U.S. Department of Labor and applicable procedures.
4. Complainants must file their complaint directly with:

Jennifer Sommers
Sr. Personnel Analyst – EEO Officer
20 Civic Center Drive, M-24
Santa Ana, CA 92701
(714) 647-5348

VI. Procedures for Handling Disability Complaints by Participants

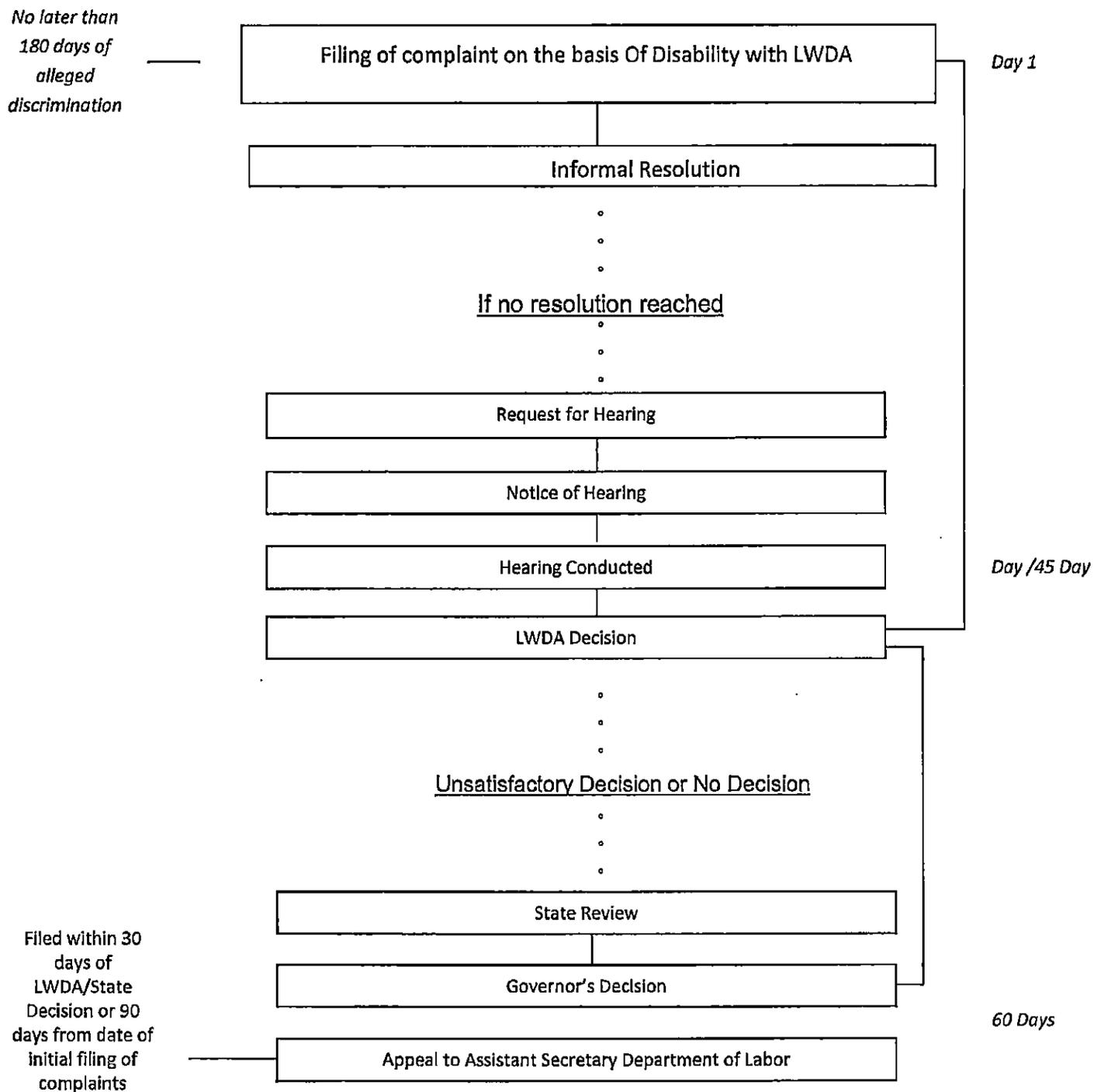
Complaints alleging discrimination on the basis of disability will be filed and processed under the Department of Labor regulations implementing Section 504 of the Rehabilitation Act of 1973 at 29 Code of Federal Regulations Section 32.

1. Complaints must exhaust the Santa Ana LWDA's informal resolution procedures before filing their complaint with OCR.
 2. Complainants will be made aware of the 180 days requirement in which to file his/her complaint.
- A. Procedures at the LWDA Level
1. The complainant shall file his/her complaint directly with the Santa Ana LWDA. Upon receipt of the complaint, the EEO Officer shall investigate and gather information concerning the complaint.
 2. An informal conference will be held with the parties concerned in an effort to resolve the issue(s). The complainant has the right to be present and may be represented during the conference.
 3. The Santa Ana LWDA shall issue in writing its decision to the complainant no later than thirty (30) days after the filing of the complaint.
- B. Procedures at the State Level
1. The complainant may appeal to the State if he/she is not satisfied with the decision of the Santa Ana LWDA.

EXHIBIT 1

2. The Complainant must file his/her appeal as a request for review directly with the Chief WID within ten (10) calendar days after the receipt of the Santa Ana LWDA's decision.
3. The Chief-WID, shall issue a decision no later than thirty (30) calendar days after receipt of the request for review.
4. After the complainant has received a decision or no decision has been received from the Director of Employment Development Department (on behalf of the Governor), the complainant has the right to appeal his/her complaint within thirty (30) calendar days to the Office of Civil Rights (OCR) with the Department of Labor.

PROCEDURES FOR HANDLING DISABILITY COMPLAINTS



GLOSSARY OF WIOA TERM

AGE DISCRIMINATION ACT – A law passed by Congress in 1975 which prohibits discrimination on the basis of age by any program or activity receiving Federal Funds.

APPLICANT – An individual who applies to a subrecipient or contract for services provided under WIOA and who has not yet transitioned to the status of participant.

ASSESSMENT – Services designed to determine each participant's employability, aptitudes, abilities and interests and to develop a plan to achieve the participant's employment and related goals; also to identify the available employment and training activities appropriate for the participant. Testing and counseling may also be used during assessment process.

CHARGING PARTY (CP), COMPLAINANT, GRIEVANT, OR AGGRIEVED PERSON – The person who charges that he/she has been discriminated against under Department of Justice nondiscrimination and civil rights regulations and/or guidelines.

DISCRIMINATION – In general, a failure to treat all equally, whether intentional or unintentional; the effect of an action, policy or practice which selects an individual or class of persons to receive unequal treatment.

ELIGIBLE NON-CITIZEN – Lawfully admitted permanent resident, aliens, lawfully admitted refugees, and parolees and other individuals authorized by the Attorney General to work in the United States.

EMPLOYER – An employer subject to the provisions of the Civil Rights Act of 1964, as amended, including state and local governments and any Federal agency subjects to the provisions of Section 717 of the Civil Rights Act, as amended; and any Federal contractor or subcontractor covered by executive Order 11246, as amended.

GRIEVANCE – An allegation that something imposes an illegal obligation or burden or denies some equitable or legal right, or causes injustice .

INDIVIDUAL WITH A DISABILITY – Any individual who has a physical or mental disability that constitutes or results in a substantial challenge to employment.

INTAKE – Includes screening to determine eligibility; to select from eligible applicants those individuals who are most in need and can benefit from program services; to complete procedural requirements necessary to enroll an individual into the program and to refer those not enrolled to other programs.

JOINT COMPLAINT – A complaint of employment discrimination covered by Title VII or the Equal Pay Act and by Title VI or Title IX. Individual "joint complaints" are normally investigated by EEOC

EXHIBIT 1

unless OCR has a compelling reason to investigate. "Joint complaints" alleging discrimination in employment and other practices and pattern or practice "joint complaints" are normally investigated by OCR.

JURISDICTION – Authority to investigate and resolve complaints against an institution subject to a law or statute which has been assigned to OCR for enforcement, i.e., Title VI, Title IX, etc.

PARTICIPANT – Any applicant who has: (1) Been determined eligible for participation upon intake; and (2) Who is receiving subsidized employment, training or services (except post-termination services) funded under the Act, following intake, except for an individual who receives only outreach and/or intake and assessment services.

CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
and COOPERATIVE AGREEMENTS

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 any agency, 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 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 31 U.S.C. 1352. 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 occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure.

OC children's
Therapeutic Arts
Grantee/Contractor Organization

OCCTAC Youth
Employment Program
Program Title

Ava Spingth
Signature

Executive Director
Name of Certifying Official Signature

**DIVISION OF EMPLOYMENT SERVICES
PLACE OF PERFORMANCE
FOR CERTIFICATION REGARDING DRUG-FREE
WORKPLACE REQUIREMENTS**

Name: Orange County Therapeutic Arts Center WIOA Program

Name of Contractor: Orange County Therapeutic Arts Center

Contractor Number: A-2017-

Date: July 1, 2018 - June 30, 2019

The Contractor shall insert in the space provided below the site(s) expected to be used for the performance of work under the contract covered by the certification:

Place of Performance (include street address, city, county, state, zip code for each site):

2215 N. Broadway, Santa Ana, CA 92705

Address

Certification Regarding Drug-Free Workplace Requirements

The certification set out below is a material representation upon which reliance is placed by the U.S. Department of Housing and Urban Development in awarding the grant. If it is later determined that the contractor knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the U.S. Department of Housing and Urban Development, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

CERTIFICATION

- A. The contractor certifies that it will provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing a drug-free awareness program to inform employees about –
 - (1) The dangers of drug abuse in the workplace;
 - (2) The contractor's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee who will be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the contract, the employee will –
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
 - (e) Notifying the U.S. Department of Housing and Urban Development within ten days after receiving notice under subparagraph (d)(2) from an

EXHIBIT E

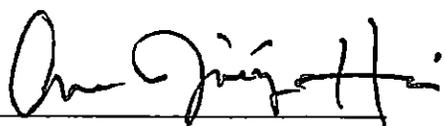
25H-90

employee or otherwise receiving actual notice of such conviction;

- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted -
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The contractor shall insert in the space provided on the attached "Place of Performance" form the site(s) for the performance of work to be carried out with the grant funds (including street address, city, county, state, and zip code) .the contractor further certifies that, if it is subsequently determined that additional sites will be used for the performance of work under the contract, it shall notify the U.S. Department of Housing and Urban Development immediately upon the decision to use such additional sites by submitting a revised "Place of Performance" form.

Date



Program Operator Signature

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' Responsibilities. The regulations were published as Part VII of the May 16, 1988, Federal Register (Pages 19160-19211).

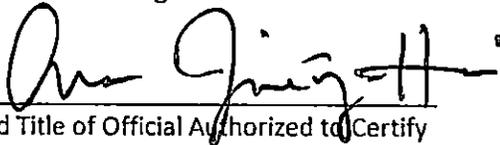
(Before completing certification, read instructions which are an integral part of certification)

1. The prospective primary participant, (i.e. grantee) certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Orange County Therapeutic Arts Center
Grantee/Contractor Organization



Name and Title of Official Authorized to Certify
On Behalf of the Grantee

Date

INSTRUCTION FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. 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) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous whom submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarment", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principle", "proposal", and "voluntarily excluded", as used in this cause, have the meanings set 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.
5. 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 the DOL.
6. The prospective recipient of Federal assistance funds agrees by submitting this proposal, that it will include the clause title "Certification Regarding Debarment, Suspension, Ineligible, or voluntarily excluded from the covered transaction unless it knows that the certification is erroneous.
7. 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 to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. 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 voluntary 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.

Assurances & Certifications

Selected providers will be required to sign and submit "actual" assurances and certificates as required by the City of Santa Ana and the Workforce Development Board on all contracts.

I recognize that I must give assurances for each item below. If I cannot, this proposal will be automatically rejected. *Please initial each box.*

- I am authorized by my Board of Directors, Trustees, other legally qualified officer, or as the owner of this agency or business to submit this proposal.
- We are not currently on any Federal, State of California, or local Debarment list.
- We will provide records to show that we are fiscally solvent, if needed.
- We have, or will have, all of the fiscal control and accounting procedures needed to ensure that WIA funds will be used as required by law and contract.
- We have additional funding sources and will not be dependent on WIA funds alone.

We do or will meet the applicable Federal, State, and local compliance requirements. These include, but are not limited to:

- Records accurately reflect actual performance.
- Maintain record confidentiality, as required.
- Reporting financial, participant, and performance data, as required.
- Comply with State and Federal Fiscal and program activity audits.
- Complying with Federal and State non-discrimination provisions.
- Meeting requirements of Section 504 of the Rehabilitation Act of 1973.
- Meeting requirements of the American's with Disabilities Act of 1990. (submit completed survey)
- Meeting all applicable labor law, including Child Labor Law standards.
- Agree to provide a drug free workplace.
- Agree to insure the City of Santa Ana through General Liability Insurance and Automobile Liability Coverage in the amount of \$1,000,000.00 policy.
- Agree to provide all participants with Grievance Procedures.
- Agree to insure proposer's employees through Workers Compensation Insurance (including part-time employees)
- Procurement policies and procedures are in place and meet federal guidelines.

We will not:

- Place a youth in a position that will displace a current employee.
- Use WIA money to assist, promote, or deter union organizing.
- Use funds to employ or train of persons in sectarian activities.
- Use funds for youth in the construction, operation, or maintenance of any part of a facility to be used for sectarian instruction or religious worship.
- Use WIA funds for activities that would interfere with or replace regular academic requirements for eligible youth who are not dropouts.
- Use WIA funds to carry out programs funded under the School-to-Work Opportunities Act of 1994 unless the program(s) are only for youth eligible to participate under WIA.
- Use WIA money under this contract to purchase any equipment.

I hereby assure that all of the above are true.

Dr. Ana Jimenez-Hami, Executive Director
 Name Title Date

**BUDGET FORM
2018-2019**

| | | Total WIOA Cost | Match/In Kind |
|------------------------------------------------------------------------------|---------------------|---------------------|------------------------------------|
| Personnel Salaries | | | |
| 1. Program Coordinator .83 FTE 47 weeks \$20/hr. 33 hrs. per wk. | \$31,020.00 | \$31,020.00 | Ext. Director \$40,250 |
| 2. Job Developer & Case Manager .75 FTE 47 weeks \$17/hr. 30 hrs. per wk. | \$23,970.00 | \$23,970.00 | Acct. Clerk \$12,650 |
| 3. Career Counselor .63 FTE 43 weeks \$17/hrs. 25 hrs. per wk. | \$18,275.00 | \$18,275.00 | Office Mgr. \$23,000 |
| 4. Technology Instructor .13 FTE 32 weeks \$17/hr. 5 hrs. per wk. | \$2,720.00 | \$2,720.00 | |
| 5. Arts Instructor .13 FTE 32 weeks \$17/hr. 5 hrs. per wk. | \$2,720.00 | \$2,720.00 | Program Staff \$92,000 |
| 6. Literacy Coach .30 FTE 32 weeks \$16/hr. 12 hrs. per wk. | \$6,144.00 | \$6,144.00 | Exec. Admin/ Computer \$69,000 |
| 7. Numeracy Coach .30 FTE 32 weeks \$16/hr. 12 hrs. per wk. | \$6,144.00 | \$6,144.00 | Child Dev. Certificate \$62,100 |
| Personnel Benefits | | | |
| 1. Program Coordinator | \$3,877.50 | \$3,877.50 | 4,031 |
| 2. Job Developer & Case Manager | \$2,996.25 | \$2,996.25 | |
| 3. Career Counselor | \$2,284.38 | \$2,284.38 | 2,875 |
| 4. Technology Instructor | \$340.00 | \$340.00 | |
| 5. Arts Instructor | \$340.00 | \$340.00 | 11,500 |
| 6. Literacy Coach | \$768.00 | \$768.00 | 7,625 |
| 7. Numeracy Coach | \$768.00 | \$768.00 | 7,763 |
| Total Personnel Salaries & Benefits | \$102,367.13 | \$102,367.13 | 332,794.00 |
| Operating Expenses | | | |
| Rent | | | \$96,000 |
| Utilities | | | \$12,880 |
| Phones | | | \$16,100 |
| Internet Fees | | | See phone |
| Parking Fees | \$50.00 | \$50.00 | N/A |
| Security | | | N/A |
| Maintenance | | | \$4,600 |
| Insurance | | | \$7,820 |
| Equipment rental fees | | | N/A |
| Accounting Services | | | \$38,606 |
| Vehicle lease | \$1,000.00 | \$1,000.00 | N/A |
| Office expenses (consumables) | \$2,300.00 | \$2,300.00 | \$17,250 |
| Legal Services | | | N/A |
| Auditing Services | | | N/A |
| Staff Training | \$300.00 | \$300.00 | N/A |
| Staff Conferences | \$500.00 | \$500.00 | N/A |
| Staff Travel/Mileage | \$200.00 | \$200.00 | N/A |
| Participant Wages | \$47,442.87 | \$47,442.87 | N/A |
| Supportive Services | \$12,020.00 | \$12,020.00 | N/A |
| Participant Incentives | \$1,650.00 | \$1,650.00 | N/A |
| Youth Conferences | \$800.00 | \$800.00 | N/A |
| Indirect Cost | \$11,370.00 | \$11,370.00 | N/A |
| Follow Up | \$4,000.00 | \$4,000.00 | N/A |
| Total Operating Expenses | \$81,632.87 | \$81,632.87 | \$193,256.00 |
| GRAND TOTAL (Personnel + Operating) | \$184,000.00 | 184,000.00 | \$526,050.00 |

WIOA 2018-2019 Grant**Personnel****\$ 102,367.13*****Coordinator – .83 FTE for 47 weeks: (Benefits Included)***

33 hours a week for 47 weeks @ \$20.00 per hour

The Coordinator will work 33 hours a week for 47 weeks providing: recruitment & eligibility intake, assessment, documentation & case notes; identify barriers and goals; monitor progress & goals; meet regularly with individual WIA participants to train on employment and job skills; represent OCCTAC in provider network and youth council meetings; organize and attend OCCTAC – WIA Staff Meetings and document input; organize relative activities. Distribute WEX hours to youth and keep track of all paid hours and supportive service activities. Also, the coordinator will provide assistance to youth during follow-ups, and complete any related documentation.

Job Developer / Case Manager – .75 FTE for 47 weeks (Benefits Included)

30 hours a week for 47 weeks @ \$17.00 per hour

The Job developer is responsible for creating job opportunities for clients by researching, identifying and soliciting commitments from possible sources of employment; and provide clients with soft skills and job search training. Job developer will also locate employment opportunities that fit each individual youth depending on barrier such as Disability, probation, or parenting youth. The Case manager portion of this position includes providing documentation & case notes; identify barriers and goals; monitor progress & goals; meeting regularly with individual WIA participants to train on employment and job skills; represent OCCTAC in provider network and youth council meetings; organize and attend OCCTAC- WIA Staff meetings and document input; organize related activities, such as: workshops, mock interviews etc.

Career Counselor – .63 FTE for 43 weeks: (Benefits Included)

25 hours a week for 43 weeks @ \$17.00 per hour:

The respective position will be responsible for providing educational and career training to all WIA participants; mentoring and assisting with related work experience placement; observing and monitoring participants with technical/artistic skills; documenting progress throughout the program; meeting regularly & individually with WIA participants to train on related curriculum; and attending regular team meetings.

Technology Instructor – .13 FTE for 32 weeks: (Benefits Included)

5 Hours a week for 32 weeks @17.00 per hour:

The respective position will be responsible for providing educational and career training to all WIA participants as it relates to the technology field; mentoring and assisting participants with related work experience placements; observing and monitoring participants with technical skills; documenting progress throughout the program; meeting regularly & individually with WIA participants to train on related curriculum; and attending regular tem meetings.

Arts Instructor – .13 FTE for 32 weeks: (Benefits Included)

5 Hours a week for 32 weeks @17.00 per hour:

The respective position will be responsible for providing educational and career training in the Arts to all WIA participants; mentoring and assisting participants with related work experience placements; observing and monitoring participants with artistic skills; documentation progress throughout the program; meeting regularly & individually with WIA participants to train on related curriculum; and attending regular team meetings.

Literacy/Instructor – .30 FTE for 32 weeks: (Benefits Included)

12 hours a week for 32 weeks @\$16.00

TABE Test Material \$300

Purchase necessary TABE Test score sheets to asses' students before and after program session

Legal Assistance \$0.00

Auditing Services \$0.00

Staff Training \$300.00

Staff Conferences \$500.00

CWA conference registration fee for 1 or 2 case managers

Staff Travel/Mileage \$200.00

Mileage for WIA Staff as needed for 1 year \$200

Mileage reimbursement will be made for WIA Staff for driving to WIA required events. Such as YSPN meetings, Staff trainings, driving youth to necessary events (fields trips, Youth council meetings, City Council Meetings, WEX placements, resource or referral appointments)

Stipends and Wages for 23 Participants \$ 47,442.87

Training Stipends (in school – out of school youth) – 23 participants

First 20 hours: participants given \$150 stipend to participate in program

Second 20 hours: participants given \$150 stipend to participate in program

Third 20 hours: participants given \$150 stipend to participate in program

Fourth 20 hours: participants given \$150 stipend to participate in program

After stipends completion Months 3 – 11: participants paid \$11.00 per hour for Work based learning (5-10 hours per week or as funds become available)

Supportive Service \$12,020.00

Buss Pass/Gas Voucher: As needed for 23- participants **\$6,475.00**

12 bus passes @65.55each for 6 months \$4,725.00

4 gas cards @\$50. Each month for 9 months \$1,750.00

Funds are allocated for youth who are in need of transportation related support

Work Related supplies: As needed for 23 participants **\$1,840.00**

Work related and Skills building tools, book, portfolios. Items needed for job interviews, Employment opportunity, employment enhancement trainings and clothing, supplies.

Academic Support: As needed for 23 – participants **\$1,653.00**

Tuition Support for certificates or other related academic programs for 22 participants; books for related course work, tutoring supplies, and college field trips and other academic supplies.

Fingerprinting/TB Test; as needed for 23 participants **\$552.00**

22 fingerprinting @\$16 each \$352.00 and 10 TB test @\$20 each \$200.00

Funds allocated for Dept. of Justice Clearance & TB test for employment.

Child Care Services **\$1,500.00**

Childcare assistance is defined as the provision of \$50 payment to institution/daycare/childcare provider upon receiving an invoice. 3 youth x \$50 = \$150 x 10 (months) = \$1,500.00

Program Incentives **\$1,650.00****High School Drop Outs**

\$50 incentive for every two modules or classes completed leading to a High School Diploma

2 Youth x 6 (12 modules) = 12 x \$50 = \$ 600.00

Education related Credential

\$100 Incentive for obtaining a credential.

3 youth x \$100 = \$300

Basic Skills Deficient

\$25 incentive per subject when youth increase at least one EFL.

20 youth x \$25 (one subject) = \$500

Employment

\$50 incentive when they meet at least one of the following goals and provide supporting documentation of completion:

- a. Turn in a job application and get and get an interview
- b. Obtain employment = \$250

Youth Conferences **\$800.00**

CWA conference registration fee for 2 currently enrolled youth

Follow Up **\$4,000.00****Indirect Cost** **\$11,370.00**

10% de Minimis

Program Documents:

- a. WIA Youth Sign in Sheet: Participants will log and track all activities and hours accumulated on a day by day basis and have supervisor sign to confirm time of arrival and departure to their activities. Activities can include Work Base Learning Hours, Class training, case management and education counseling meetings, Math/English tutoring session etc.
- b. WIA Youth Time Sheet: Participant will turn in a weekly time sheet with all hours accumulated throughout the weeks in activities attended. Youth will be asked to log their task in detail in order to provide proof of activities attended. Activities can include Work Base Learning Hours, Class training, case management and education counseling meetings, Math/English tutoring session and any other supplemental hours approved by supervisor.
- c. WIA Staff Time sheet: Staff will turn in a weekly time sheet with hours worked for meetings with WIA youth, WIA administration, teaching a WIA class or Workshop, or Tutoring and preparing for youth appointments, as well as any additional supplemental hours approved by WIA staff supervisor and administrator intended for WIA program purposes only.

45% of budget will be directly spent on youth in the form of paid work experience, stipends, certificates training, college tuition support and other support services.

Assurances & Certifications

Selected providers will be required to sign and submit "actual" assurances and certificates as required by the City of Santa Ana and the Workforce Development Board on all contracts.

I recognize that I must give assurances for each item below. If I cannot, this proposal will be automatically rejected. *Please initial each box.*

- I am authorized by my Board of Directors, Trustees, other legally qualified officer, or as the owner of this agency or business to submit this proposal.
- We are not currently on any Federal, State of California, or local Debarment list.
- We will provide records to show that we are fiscally solvent, if needed.
- We have, or will have, all of the fiscal control and accounting procedures needed to ensure that WIA funds will be used as required by law and contract.
- We have additional funding sources and will not be dependent on WIA funds alone.

We do or will meet the applicable Federal, State, and local compliance requirements. These include, but are not limited to:

- Records accurately reflect actual performance.
- Maintain record confidentiality, as required.
- Reporting financial, participant, and performance data, as required.
- Comply with State and Federal fiscal and program activity audits.
- Complying with Federal and State non-discrimination provisions.
- Meeting requirements of Section 504 of the Rehabilitation Act of 1973.
- Meeting requirements of the American's with Disabilities Act of 1990. **(submit completed survey)**
- Meeting all applicable labor law, including Child Labor Law standards.
- Agree to provide a drug free workplace.
- Agree to insure the City of Santa Ana through General Liability Insurance and Automobile Liability Coverage in the amount of \$1,000,000.00 policy.
- Agree to provide all participants with Grievance Procedures.
- Agree to insure proposer's employees through Workers Compensation Insurance (including part-time employees)
- Procurement policies and procedures are in place and meet federal guidelines.

We will not:

- Place a youth in a position that will displace a current employee.
- Use WIA money to assist, promote, or deter union organizing.
- Use funds to employ or train of persons in sectarian activities.
- Use funds for youth in the construction, operation, or maintenance of any part of a facility to be used for sectarian instruction or religious worship.
- Use WIA funds for activities that would interfere with or replace regular academic requirements for eligible youth who are not dropouts.
- Use WIA funds to carry out programs funded under the School-to-Work Opportunities Act of 1994 unless the program(s) are only for youth eligible to participate under WIA.
- Use WIA money under this contract to purchase any equipment.

I hereby assure that all of the above are true.

| Name | Title | Date |
|------|-------|------|
|------|-------|------|

EXHIBIT H

25H-100

ADDITIONAL INSURED ENDORSEMENT

Insurance Company _____

This endorsement modifies such insurance as is afforded by the provisions of Policy # _____ relating to the following:

1. The City of Santa Ana, 20 Civic Center Plaza, Santa Ana, California 92702; its officers, employees, agents and volunteers are named as additional insureds ("additional insureds") with regard to liability and defense of suits arising from the operations and uses performed by or on behalf of the named insured.

2. With respect to claims arising out of the operations and uses performed by or on behalf of the named insured, such insurance as is afforded by this policy is primary and is not additional to or contributing with any other insurance carried by or for the benefit of the additional insureds.

3. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

4. With respect to the additional insureds, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days written notice has been given to the City of Santa Ana, 20 Civic Center Plaza, Santa Ana, California 92702.

(Completion of the following, including countersignature, is required to make this endorsement effective.)

Effective _____, this endorsement form as a part of

Policy # _____

Issued to _____

Named Insured

Countersigned by _____

Authorized Representative



CERTIFICATE OF LIABILITY INSURANCE

EXHIBIT 1

DATE (MM/DD/YYYY)
05/09/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PRODUCER Comprehensive Insurance Services 28429 Rancho Parkway South Suite 120 Lake Forest CA 92630 | CONTACT NAME: Certificate Issuance Team PHONE (A/C, No, Ext): (949) 709-8800 FAX (A/C, No): (949) 709-1668 E-MAIL ADDRESS: Info@thecomprehensiveinsurance.com |
| | INSURER(S) AFFORDING COVERAGE INSURER A: Nonprofits Insurance Alliance of California INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: |
| INSURED Orange County Children's Therapeutic Arts Center 2215 N. Broadway Santa Ana CA 92708 | |

COVERAGES **CERTIFICATE NUMBER:** CL17122203108 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | Y | | 2017-09201 | 12/21/2017 | 12/21/2018 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$0 Deductible \$ |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | 2017-09201 | 12/21/2017 | 12/21/2018 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$0 Deductible \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | | | | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | Social Service Professional Liability Improper Sexual Conduct Liability | | | 2017-09201 | 12/21/2017 | 12/21/2018 | \$1,000,000/1,000,000 Aggregate/Occurr \$1,000,000/1,000,000 Aggregate/Occurr \$0 Deductible |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The City of Santa Ana, its officers, employees, agents, and representatives are included as Additional Insured per attached endorsement CG2026. With respect to claims arising out of the operations and uses performed by or on behalf of the named insured, such insurance as is afforded by this policy is primary and is not additional to or contributing with any other insurance carried by or for the benefit of the additional insureds per attached endorsement NIAC E61. 30 day notice of cancellation with 10 day notice of cancellation for non-payment of premium per policy provision.

| | |
|-------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CERTIFICATE HOLDER City of Santa Ana (The) 20 Civic Center Plaza Santa Ana CA 92702 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|-------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

POLICY NUMBER: 2017-09201

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Name Of Additional Insured Person(s) Or Organization(s)</p> <p><u>Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy.</u> The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.</p> |
| <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p> |

A. Section II — Who Is An Insured additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: 2017-09201

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY
ENDORSEMENT FOR PUBLIC ENTITIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect or becoming effective during the term of this policy, in consideration of food contribution or client referrals you receive from them.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. Section II – Who Is An Insured is amended to include any public entity as an additional insured for whom you are performing operations, who may be named in the schedule above, when you have agreed in a written contract or written agreement that such public entity be added as an additional insured(s) on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your negligent acts or omissions; or
2. The negligent acts or omissions of those acting on your behalf; in the performance of your ongoing operations.

No such public entity is an additional insured for liability arising out of the "products-completed operations hazard" or for liability arising out of the sole negligence of that public entity.

B. With respect to the insurance afforded to these additional insured(s), the following additional exclusions apply.

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

C. The following is added to SECTION III – LIMITS OF INSURANCE:

The limits of insurance applicable to the additional insured(s) are those specified in the written contract between you and the additional insured(s), or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

POLICY NUMBER: 2017-09201

D. A. With respect to the insurance provided to the additional insured(s), **Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in c. below; or
- (2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.
Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph b. below.

b. Excess Insurance

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE**.
 - (e) Any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and for which the additional insured(s) has been added as an additional insured by that other insurance.
- (1) When this insurance is excess, we will have no duty under Coverages A or B to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) (a) The total of all deductible and self-insured amounts under all that other insurance.
- (3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

b. Methods of Sharing

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

25H-106

Workforce Innovation & Opportunity Act

Youth Program Provider

Orange County Conservation Corps

2018-2019

AGREEMENT UNDER THE WORKFORCE INNOVATION AND OPPORTUNITY ACT

THIS SUBAWARD AGREEMENT, made and entered into this 1st day of July, 2018, by and between the City of Santa Ana, a charter city and municipal corporation duly organized and existing under the Constitution and laws of the State of California ("CITY") and Orange County Conservation Corps, a non-profit corporation identified by the assigned Data Universal Numbering System (DUNS) Number 835566431 ("SUBRECIPIENT").

RECITALS:

A. CITY has been designated a Local Workforce Development Area (LWDA) under the Workforce Innovation and Opportunity Act of 2014, Public Law 1-113-128 ("the Act"), Catalog of Federal Domestic Assistance (CFDA) Number 17.259 and Federal Award Identification Number (FAIN) AA253421455A6.

B. The State of California has created the LWDA to administer the Act programs operated by the State of California pursuant to the Act.

C. As a LWDA, CITY is entitled to receive federal funds to establish programs to increase the employment, retention and earnings of Participants, and increase occupational skills attainment by Participants, and as a result, improve the quality of the workforce, reduce welfare dependency, and enhance the productivity and competitiveness of the nation ("said program").

D. SUBRECIPIENT is experienced in operating workforce development programs for at-risk youth that provide preparation for secondary and post-secondary education, occupational training, and employment skills for entry into the labor market.

E. SUBRECIPIENT is willing to operate said program pursuant to the Act and California law.

WHEREFORE, for and in consideration of the respective and mutual covenants and promises hereinafter contained and made, and subject to all the terms and conditions hereof, the parties hereto do hereby agree as follows:

**I.
SUBRECIPIENT'S OBLIGATIONS**

A. SUBRECIPIENT agrees to provide the following services pursuant to said program, as more specifically set forth in SUBRECIPIENT'S Program Narrative contained in "Exhibit A", as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA) per 2 CFR §200.331(a)(1)(ix), and in the Performance Indicators contained in "Exhibit B", per 2 CFR §200.331(d) and 2 CFR §200.328, both attached hereto and by this reference incorporated herein. SUBRECIPIENT'S failure to provide said services may be grounds for CITY to readjust the level of payment to SUBRECIPIENT otherwise provided for hereinafter.

B. SUBRECIPIENT agrees to provide benefits to individuals who participate in the activities and services funded by this Agreement ("Participants") in accordance with the standards and requirements set forth in the Act.

C. SUBRECIPIENT agrees to perform the services set forth herein in a professional, timely and diligent manner.

D. SUBRECIPIENT shall provide wages and benefits to Participants in accordance with the standards and requirements of the Act, including Section 181 of the Act.

E. SUBRECIPIENT shall adhere to the Labor Standards described in the Act, including Section 181 of the Act.

F. SUBRECIPIENT agrees to comply with the "Complaint Handling Procedures Under the WIOA", attached hereto as "Exhibit C" and incorporated herein as though fully set forth in 20 CFR 658.411. SUBRECIPIENT shall advise Participants of their rights to file complaints under the Act and the procedures for resolution of any complaints. CITY's procedures for handling complaints alleging a violation of the Act, regulations, grants, or other agreements under the Act shall be followed and any decision of CITY, the State or the federal government relating to the complaint shall be binding and followed by SUBRECIPIENT. SUBRECIPIENTS who are employers shall operate a grievance system that incorporates CITY's procedures for resolution of complaints relating to the terms and conditions of employment; these procedures shall be approved in writing by CITY.

G. As a condition of this award of financial assistance under the Act to SUBRECIPIENT from CITY, SUBRECIPIENT assures, with respect to operation of all programs or activities funded with funds provided pursuant to the Act, and all agreements or arrangements to carry out such programs or activities, that it will comply fully with the nondiscrimination and equal opportunity provisions of the Act (Section 188) and compliance with Equal Employment Opportunity provisions in Executive Order (E.O.) 11246, as amended by E.O. 11375 and supplemented by the requirements of 41 CFR Part 60; 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; the Americans with Disabilities Act of 1990; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including, but not limited to, 29 CFR Parts 33 and 37. The United States, the State of California and CITY have the right to seek judicial enforcement of this assurance.

H. SUBRECIPIENT agrees that no participant(s) shall commence training prior to the approval of funding pursuant to Section 123 of the Act.

I. SUBRECIPIENT agrees to the following accounting, monitoring, auditing, and review requirements:

1. SUBRECIPIENT agrees to maintain such records and submit such reports, data and information, on the form and containing such information, at such times as CITY may request or require regarding the performance of SUBRECIPIENT'S services or activities, costs or other data, including but not limited to, Participants' attendance, payroll records and job duty statements.

2. SUBRECIPIENT agrees to forward to the Santa Ana Work Center Administrative Office, 801 W. Civic Center Dr., Suite 200, Santa Ana, California 92701 completed Workforce Innovation and Opportunity Act Application form and supporting documents; a complete Workforce Innovation and Opportunity Act Enrollment; any subsequent updates; Workforce Innovation and Opportunity Act Youth Test Scores form; Workforce Innovation and Opportunity Act Exit form upon completion/termination of active enrollment of participant; and the Workforce Innovation and Opportunity Act Follow-Up form within 20 days following 30, 60, 90, 180, 270, and 360 days of exit. SUBRECIPIENT agrees to enter information on the State of California's CalJobs database system as instructed and requested by the Santa Ana Work Center Administration.

3. CITY, the State of California and the United States government and/or their representatives shall have access for purposes of monitoring, auditing and examining of SUBRECIPIENT'S activities, performance, books, documents, papers, and records of SUBRECIPIENT SUBRECIPIENTs, bookkeepers and accountants, and employees and Participants related to this Agreement. Such agencies or representatives shall also schedule on-site monitoring in their discretion. Monitoring activities may also include, but are not limited to, questioning employees and Participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of SUBRECIPIENT are kept (2 CFR §200.330). Nothing herein shall be construed to require access to any privileged or confidential information as set forth in federal or state law.

4. In the event SUBRECIPIENT does not make the above-referenced documents available within the City of Santa Ana, California, SUBRECIPIENT agrees to pay all necessary and reasonable expenses incurred by CITY in conducting any audit at the location where said records and books of account are maintained.

5. All accounting records and evidence pertaining to all costs of SUBRECIPIENT and all documents related to this Agreement shall be kept available at the location where SUBRECIPIENT conducted the program, as well as in the County of Orange, for the duration of this Agreement and thereafter for three (3) years after completion of an audit. Records which relate to (a) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement, or (b) costs and expenses of this Agreement to which CITY, the State of California or the United States Government take exception, shall be retained beyond the three (3) years until resolution of disposition of such appeals, litigation, claims, or exceptions.

J. Without prejudice to any other section of this Agreement, SUBRECIPIENT shall, where applicable, maintain the confidential nature of information provided to it concerning Participants in accordance with the requirements of federal and state law. Notwithstanding the foregoing, SUBRECIPIENT agrees to submit to CITY, the State of California and/or the United States Government or their representatives, all records requested for administrative purposes, including audits, examinations, monitoring and verification of records submitted by SUBRECIPIENT, costs incurred and services rendered hereunder.

K. SUBRECIPIENT agrees to complete a monthly Invoice form showing in detail the amount of money already expended by SUBRECIPIENT hereunder, as this is a cash reimbursement

contract. Accounting records must be supported by such source documentation as invoices, bills, statements, proof of payment, such as cancelled checks, payment confirmations, account statements, paid bills, payroll records, time and attendance records, and contract and subgrant award documents (2 CFR §200.101(b)(2)). SUBRECIPIENT agrees to submit the above-stated documents to the WDB Administrative Office, 1000 East Santa Ana Blvd., Suite 200, Santa Ana, California, 92701, by the tenth (10th) day of the month following the month in which SUBRECIPIENT'S services are performed. Should SUBRECIPIENT fail to deliver said documents to CITY within thirty (30) days of said deadline, CITY shall provide SUBRECIPIENT with written notice of such deficiency. If said deficiency is not corrected within thirty (30) days of mailing such written notice, CITY shall have the option to deobligate SUBRECIPIENT's funds and cancel this Agreement by giving SUBRECIPIENT ten (10) days written notice thereof. SUBRECIPIENT shall either return to the CITY excess revenues over costs or use such excess revenues as program income for additional training activities authorized under the Act.

L. SUBRECIPIENT agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations. SUBRECIPIENT also agrees to provide, at SUBRECIPIENT'S own expense, supplies and other costs of said PROGRAM.

M. SUBRECIPIENT shall arrange independently for an audit that includes WIOA funds received from CITY, in accordance with the Act, 2 CFR 200.500. SUBRECIPIENT shall submit one original of each required audit report to CITY within thirty (30) days after the date received by SUBRECIPIENT. Should SUBRECIPIENT fail to comply with these requirements, CITY may, at its option, withhold payment of funds, disallow funds, or suspend additional grant funds.

N. SUBRECIPIENT shall not expend funds pursuant to this Agreement to provide services to any participant where costs of training are paid for by any other person or entity.

O. SUBRECIPIENT shall comply with the provisions of Uniform Guidance 2 CFR Part 200 of the U.S. Office of Management and Budget (OMB) and all other applicable federal statutes and executive orders and their implementing regulations, including regulations at 29 CFR Part 97.

P. SUBRECIPIENT shall comply with the requirements of federal regulations found at 29 CFR Part 93, which provide that no appropriated funds may be expended by the recipient of a federal contract, grant, loan or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, member of Congress or an officer or employee of a member of Congress in connection with awarding of any federal contract, the making of any federal grant or loan, entering into any cooperative agreement and the extension, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. SUBRECIPIENT shall sign a Certification Regarding Lobbying to that effect in a form as set forth in "Exhibit D," attached hereto and by this reference incorporated herein. SUBRECIPIENT shall submit said signed Certification to CITY prior to performing any of its obligations under this Agreement and prior to any obligation arising on the part of CITY to pay any sums to SUBRECIPIENT under the terms and conditions of this Agreement.

Q. SUBRECIPIENT agrees to provide a drug-free work place and to execute a Drug Free Workplace Certification as set forth in "Exhibit E" attached hereto and incorporated herein by this reference.

R. SUBRECIPIENT, in accordance with the Child Support Compliance Act, recognizes and acknowledges the importance of child and family support obligations and shall fully comply with all state and federal laws relating to child and family support enforcement, including, but not limited to: disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the state Family Code; and, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Employee Registry maintained by the California Employment Development Department (EDD).

S. SUBRECIPIENT agrees to comply with all applicable provisions of the Act, and all applicable federal regulations, including, but not limited to, the Code of Federal Regulations, Subtitle A—Office of Management and Budget Guidance for Grants and Agreements, as well as all applicable state and local regulations.

T. SUBRECIPIENT agrees to remain in compliance with the Certification Regarding Debarment (“Exhibit F”), as required by the regulations implementing Executive Order 12549, Debarment and Suspension, (2 CFR Part 180).

U. SUBRECIPIENT agrees to provide priority of services for veterans and eligible spouses pursuant to 20 CFR Part 1010, and the regulations implementing priority of service for veterans and eligible spouses in Department of Labor job training programs under the Jobs for Veterans Act published at 73 Fed.Reg. 78132 on December 19, 2008.

V. SUBRECIPIENT acknowledges that the official name for the statewide system of providing employment and training through the WIOA partnerships and various other local programs is “America’s Job Center”. To achieve the goals of this grant, it is important that the public has a quick and easy method to identify that the projects or programs they are taking part in are part of the “America’s Job Center”. SUBRECIPIENT agrees to place the America’s Job Center logo, in accordance with the State of California guidelines for such use, on all public materials, such as statements, press releases, brochures, advertisements, reports and other documents describing projects or programs funded in whole or in part with WIOA funds. When the America’s Job Center logo is used, SUBRECIPIENT may accompany it with the following statement, “The (Program Name) is a proud partner of the America’s Job Center network”. SUBRECIPIENT shall not use the America’s Job Center logo in any manner that would imply that the State of California endorses a commercial product, service or activity.

II. CITY'S OBLIGATIONS

A. On Date Pending the CITY was awarded a Department of Labor Workforce Innovation and Opportunity Act youth grant of \$Pending or fiscal year 2018-2019. CITY agrees to pay to SUBRECIPIENT when, if and to the extent federal funds are received under the provisions of the Act a sum not to exceed \$180,000.00 for SUBRECIPIENT'S performance in accordance with the Budget attached hereto as "Exhibit G" and incorporated herein by reference, during the period of this Agreement. Said sum shall be paid after CITY receives invoices submitted by SUBRECIPIENT as provided hereinabove.

B. Pursuant to 2 CFR §200.331(a)(4), the Indirect Cost Rate for the SUBRECIPIENT's award shall be an approved federally recognized indirect cost rate negotiated between the SUBRECIPIENT and the Federal government, or, if no such rate exists, either a rate negotiated between the CITY and the SUBRECIPIENT, or a de minimis indirect cost rate as defined in 2 CFR §200.414(b) Indirect (F&A) costs.

C. SUBRECIPIENT has the ability to adjust line item amounts in the budget with the approval of the Executive Director, so long as the total Budget amount does not increase.

D. CITY agrees to provide for on-site monitoring reviews of said program operation at least annually. In addition, monthly desk-top reviews of pertinent information will be conducted.

E. CITY has the right to de-obligate the funds hereunder, and take such funding back from SUBRECIPIENT, due to any of the following reasons: (a) lack of performance by SUBRECIPIENT; (b) lack of fiscal accountability of SUBRECIPIENT; or (c) decrease in available funding.

III. TERM OF AGREEMENT

A. This Agreement shall commence on July 1, 2018, and all duties arising under this Agreement shall have been performed by June 30, 2019. The Term of this Agreement may be extended by a writing executed by the City Manager and the City Attorney. SUBRECIPIENT acknowledges and agrees that it must provide follow-up services for one (1) year after the Term, whether funded or not.

B. SUBRECIPIENT agrees to comply with the closeout procedures detailed in 2 CFR §200.343, including the following:

1. SUBRECIPIENT must submit, no later than ninety (90) calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award;

2. Unless the CITY authorizes an extension, SUBRECIPIENT must liquidate all obligations incurred under the Federal award not later than ninety (90) calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award;

3. SUBRECIPIENT must promptly refund any balances of unobligated cash that the CITY paid in advance or paid and that is not authorized to be retained by SUBRECIPIENT for use in other projects (See OMB Circular A-129 and 2 CFR §200.345);

4. SUBRECIPIENT must account for any real and personal property acquired with Federal funds or received from the Federal government in accordance with 2 CFR §§200.310-200.316 and 200.329; and,

5. The CITY should complete all closeout actions for the Federal award no later than one year after receipt and acceptance of all required final reports.

**IV.
INDEPENDENT CONTRACTOR**

Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

**V.
WORKER'S COMPENSATION AND EMPLOYER'S RIGHTS**

A. SUBRECIPIENT shall use appropriate funds received from CITY to provide workers' compensation to all those hired by SUBRECIPIENT under this Agreement.

B. SUBRECIPIENT shall have the right to hire, dismiss, or promote its employees or contract personnel hired under this Agreement so long as its hiring or dismissal policy or standard does not violate Title VII of the Civil Rights Act of 1964, Fair Labor Standards Act of 1938, or any other applicable law, and SUBRECIPIENT maintains itself as an Equal Opportunity employer.

**VI.
APPLICABLE GUIDELINES**

A. The parties hereto agree that SUBRECIPIENT shall comply with all applicable federal and state laws and regulations, including, but not limited to the Performance Indicators (**Exhibit B**) and general program requirements described in Sections 2 and 116 of the Act, and applicable regulations, and the U.S. Department of Labor guidelines and regulations, including amendments or revisions made during the terms of this Agreement. Said applicable laws are hereby incorporated by reference and made part of this Agreement as though fully set forth herein.

B. SUBRECIPIENT also assures and certifies that:

1. SUBRECIPIENT acknowledges and confirms that the U.S. Department of Labor has established six (6) performance indicators for youth: (a) Percent of Participants who are in education/training activities, or in unsubsidized employment during the 2nd quarter after exit; (b) Percent of Participants who are in education/training, or in unsubsidized employment during the 4th quarter after exit; (c) the median earnings of Participants in unsubsidized employment during the 2nd quarter after exit; (d) Percent of Participants who obtain recognized postsecondary credential or secondary diploma during participation or within 1 year after exit; (e) Percent of Participants who, during the program, are in education or training that leads to a recognized postsecondary credential or employment and who are achieving measurable skill gains; and, (f) effective in serving employers. SUBRECIPIENT agrees to implement and shall meet any additional performance indicators that may be subsequently required by the Workforce Innovation and Opportunity Act or by any other Federal,

State, and local law.

2. SUBRECIPIENT shall comply with Title VII of the Civil Rights Act of 1964 (P.L. 83-354) and in accordance with Title VII of the Act, requiring that no person shall, on the grounds of race, color, religion, sex, age, handicap or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

3. SUBRECIPIENT shall comply with any and all federal laws limiting the political activity of employees hired under this Agreement.

4. SUBRECIPIENT shall comply with the requirements that no program under the Act shall involve political activities.

5. RECORD INSPECTION. SUBRECIPIENT shall provide the U.S. Department of Labor and the Controller General, by and through any authorized representative, as well as the WIB Administrative Office, access to and the right to examine all records, books, papers or documents relating to the accounting and use of funds under this Agreement for a three-year period from and after the effective date of this Agreement.

6. No person with responsibilities in the operation of any program under the Act shall discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, political affiliation or beliefs.

7. SUBRECIPIENT shall maintain appropriate standards for health and safety in work and training situations.

8. SUBRECIPIENT shall comply with general provisions, assurances, and execute the Assurances and Certifications attached hereto as "Exhibit H" and incorporated herein.

9. EQUAL OPPORTUNITY. Any literature distributed by SUBRECIPIENT for the purpose of apprising businesses, Participants, or the general public of its programs under this Agreement shall state that its programs are supported by the City of Santa Ana and the Santa Ana Workforce Investment Board, and shall state that the program is an "equal opportunity employer/program" and that "auxiliary aids and services are available upon request to individuals with disabilities."

10. Based on the population eligible to be served, or likely to be directly affected by the WIOA program or activity, the services or information may need to be provided in a language other than English in order to allow such population to be effectively informed about or able to participate in the program or activity. Pursuant to 29 CFR 37.35, SUBRECIPIENT must take reasonable steps to provide services and information in appropriate languages after considering the scope of the program or activity, and the size and concentration of the population that needs services or information in a language other than English.

11. SUBRECIPIENT certifies that all property, finished or unfinished documents, data, studies and reports prepared or purchased under this Agreement, will be disposed of in accordance with the direction of the CITY. In addition, any tools and/or equipment furnished to the SUBRECIPIENT by the CITY and/or purchased by the SUBRECIPIENT with funds pursuant to this

Agreement, will be limited to use within the activities outlined in this agreement and will remain the property of the United States Government and/or CITY. Upon termination of this Agreement, SUBRECIPIENT will immediately return such tools and/or equipment to the CITY or dispose of them in accordance with the direction of the CITY.

12. SUBRECIPIENT certifies that this Agreement 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, as specified by Article XVI, Section 5, of the Constitution of the State of California, regarding separation of church and state.

13. PATENT, COPYRIGHTS AND RIGHTS IN DATA. The SUBRECIPIENT will disclose to the CITY any invention, written product, or computer program developed, or data assembled, as a result of performance of work under this Agreement, within seventy four (74) days of invention, development or assembly. The CITY, State of California, and U.S. Department of Labor will have the right to patent any invention and copyright any written product or computer program or data generated by SUBRECIPIENT. Upon written request, SUBRECIPIENT will transfer all pertinent information, specifications and right, title and interest to the designated agency.

14. INVENTIONS, PATENTS AND COPYRIGHTS.

A. **Reporting Procedure.** If any project produces patentable items, patent rights, processes, or inventions in the course of work under a U.S. Department of Labor (DOL) grant or agreement, the SUBRECIPIENT shall report the fact promptly and fully to the CITY. The CITY shall report the fact to the Grant Officer, at the DOL. Unless there is a prior agreement between the CITY and the DOL and its representative on these matters, the DOL shall determine whether to seek protection on the invention or discovery. The DOL and its representative shall determine how the rights in the invention or discovery, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the "Governmental Patent Policy" (President's Memorandum for Heads of Executive Departments and Agencies, August 23, 1971, and Statement of Government Patent Policy as printed in 36 FR 16889).

B. **Copyright Policy.**

1. Unless otherwise provided in the terms of the grant or agreement, when copyrightable material is developed in the course of or under a DOL Grant or agreement, the author and the CITY which developed the work is free to copyright material or to permit others to do so. The SUBRECIPIENT and the Workforce Development Board (WDB) shall have a royalty-free, nonexclusive and irrevocable license to reproduce, publish, use and to authorize others to use all copyrighted material.

2. The DOL reserves 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 in any work developed under any grant, sub-grant, or contract under a grant or subgrant; (b) Any right of copyright to which a grantee, subgrantee or a SUBRECIPIENT purchases ownership with grant support; and, (c) SUBRECIPIENT shall comply with the requirements of 29 CFR Part 97.34.

C. **Rights to Data.** The DOL and the CITY shall have unlimited rights to any data first procured or delivered under this Agreement.

15. **CLEAN AIR / CLEAN WATER ACT.** If the grant hereunder exceeds \$100,000, SUBRECIPIENT must comply with Section 306 of the Clean Air Act [(42 USC 1875(h)); Section 508 of the Clean Water Act (33 USC 1368); Executive Order 11738 and Environmental Protection Agency ("EPA") regulations (40 CFR Part 35) as any may now exist or be hereafter amended. Under these laws and regulations, the SUBRECIPIENT assures that:

- (a) No facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities;
- (b) It will notify CITY prior to award of the receipt of any communication from the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and,
- (c) It will notify the CITY and the EPA about any known violation of the above laws and regulations.

16. SUBRECIPIENT agrees to adhere to the following STANDARDS OF CONDUCT:

a. General Assurance. Every reasonable course of action will be taken by SUBRECIPIENT in order to maintain the integrity of this expenditure of public funds and to avoid favoritism. This Agreement will be administered in an impartial manner, free from errors to gain personal, financial, political gain. SUBRECIPIENT, its officers and employees, in administering this Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.

b. Employment of Former State or CITY Employees. SUBRECIPIENT will ensure that any of its employees who were formerly employed by the State of California or CITY, in a position that could have enabled such individuals to impact policy regarding or implementation of programs covered by this Agreement, will not be assigned to any part or phase of the activities conducted pursuant to this Agreement for a period of not less than two (2) years following the termination of such employment.

c. Conducting Business Involving Relatives. No relative by blood, adoption or marriage of any executive or employee of SUBRECIPIENT will receive favorable treatment when considered for enrollment in programs provided by, or employment with, SUBRECIPIENT.

d. Conducting Business Involving Close personal Friends and Associates. Executives and employees of SUBRECIPIENT will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering this Agreement, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for SUBRECIPIENT to conduct business with a friend or associate of an executive or employee of SUBRECIPIENT, an elected official in the area or

a voting or non-voting member of the Workforce Investment Board (WIB), a permanent record of the transaction will be retained.

e. Avoidance of Conflict of Economic Interest. No executive or employee of SUBRECIPIENT elected official in the area, or voting or non-voting member of a WDB, will solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by SUBRECIPIENT or CITY. Supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes asserted or allowed under this Agreement. No voting member of the WDB will cast a vote on the provision of services or vote on any matter which would provide direct financial benefit to that member or any business or organization which the member directly represents.

f. Salary and Bonus Limitations. All Subrecipients of WIOA program funds are required to comply with federal requirements regarding the limitations on salary and bonus payments in accordance with Public Law 109-149, Section 7013.

VII. HOLD HARMLESS

A. SUBRECIPIENT shall indemnify and save harmless CITY, its officers, agents and employees, from and against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of CITY, and shall defend, indemnify and save harmless CITY, its officers, agents and employees, from any and all claims, demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitation, workers' compensation claims, resulting from or arising out of the negligent acts, errors or omission of SUBRECIPIENT, its employees or subcontractors.

B. SUBRECIPIENT shall indemnify and save harmless CITY, its officers, agents and employees, from and against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of CITY, and shall defend, indemnify and save harmless CITY, its officers, agents and employees, from and against any and all claims, demands, suits, actions or proceedings therefore, resulting from or arising out of the intentional or malicious acts of SUBRECIPIENT, its employees or subcontractors.

VIII. INSURANCE

1. Commercial General Liability. SUBRECIPIENT agrees to obtain and keep in force during the term of this Agreement a policy of comprehensive commercial general liability insurance insuring the State of California, CITY, and SUBRECIPIENT against any liability for accident, injury or death arising out of or in consequence of this Agreement. Such insurance shall be in an amount not less than One Million Dollars (\$1,000,000.00) for any injury to or death of any person or persons in any single accident or occurrence, with \$2,000,000 in the aggregate coverage. Said policy of comprehensive general liability insurance shall be endorsed to provide to CITY and to the State of California, Employment Development Department, at least thirty (30) days written notice prior to cancellation; name CITY, its officers, agents, employees, and volunteers, and the State of California, its officers, employees, and volunteers as Additional Insured; and state that such coverage is primary to any other coverage or self-insurance of the State of California and CITY (in substantially the form as

Exhibit I , Additional Insured Endorsement, attached hereto). Governmental entities may substitute a certificate of self-insurance.

2. Automobile Liability Coverage. SUBRECIPIENT shall also obtain and maintain, during the effective period of this Agreement, broad form automobile liability coverage with at least \$1,000,000 limit unless reduced by CITY, which applies to both owned/leased and non-owned automobiles used by SUBRECIPIENT employees or Participants in performance of this Agreement, or, in the event that CITY will not utilize such owned/leased automobiles but intends to require employees, Participants or other agents to utilize their own automobiles in the performance of this Agreement, SUBRECIPIENT shall secure and maintain on file from all such employees, Participants, or agents as self-certification of automobile insurance coverage. Governmental entities may substitute a certificate of self-insurance.

3. Workers' Compensation. If SUBRECIPIENT is an "employer", as set forth in California Labor Code Section 3300 et seq., or utilizes Participants as "employees," as set forth in California Labor Code Section 3350 et seq., SUBRECIPIENT shall obtain and keep in force during the term of this Agreement full Workers' Compensation insurance coverage for injuries suffered by Participants. Said insurance policy shall guarantee CITY at least thirty (30) days written notice of cancellation or modification. SUBRECIPIENT shall carry medical and accident insurance for those Participants not qualifying as "employees" for Worker's Compensation Coverage, pursuant to California Labor Code Section 3350, et seq.

4. Equipment Coverage. SUBRECIPIENT shall purchase a policy or policies of insurance covering loss or damage to any and all Equipment provided to or purchased by SUBRECIPIENT in accordance with this Agreement. Said insurance shall be in the amount of the full replacement value thereof, providing protection against the classification of fire, extended coverage, vandalism, malicious mischief, theft, and special extended perils. Governmental entities may substitute a certificate of self-insurance.

5. Youth Protection. To maintain a safe environment, funded youth providers that serve youth under the age of 18 will need to provide a Youth Protection Policy and proof of Sexual Abuse & Molestation insurance coverage of at least \$2,000,000. Youth providers will be held responsible for conducting a background clearance (live-scan) for staff that have direct interaction with youth Participants that are under the age of 18.

6. Proof of Insurance. Certificates and endorsements must be submitted and approved by CITY prior to any work under this Agreement. SUBRECIPIENT understands that CITY will make no payments under this Agreement until the required certificates and endorsements have been approved by CITY.

IX. CORPORATE STATUS

All corporate SUBRECIPIENTs shall be in good standing, without suspension by the California Secretary of State, Franchise Tax Board or Internal Revenue Service. Any change in corporate status or suspension shall be reported immediately to CITY.

**X.
ASSIGNABILITY**

None of the duties of, or work to be performed by, SUBRECIPIENT under this Agreement shall be subcontracted or assigned to any agency, consultant, or person without the prior written consent of CITY. SUBRECIPIENT must submit all subcontracts and other agreements that relate to this Agreement to CITY. SUBRECIPIENT acknowledges and agrees that it must follow procurement regulations for SUBRECIPIENTS (2 CFR §200.317). No subcontract or assignment shall terminate or alter the legal obligations of SUBRECIPIENT pursuant to this Agreement.

**XI.
LAWS GOVERNING THIS AGREEMENT**

In its performance under this Agreement, SUBRECIPIENT shall fully comply with the requirements of the following, whether or not otherwise referred to in this Agreement:

1. The Act and all applicable federal statutes, regulations, policies, procedures and directives, including but not limited to, 2 CFR 200 and 20 CFR. Parts 651 and 654
2. All applicable State statutes, regulations, policies, procedures and directives;
3. All applicable CITY policies, procedures and directives;
4. All applicable local ordinances and requirements, including use permits and licensing;
5. Court orders applicable to its operation; and,
6. The terms and conditions of this Agreement.

If any of the foregoing is enacted, amended, or revised, SUBRECIPIENT will comply with such or will notify CITY after enactment or modification that it cannot so comply. CITY may thereupon terminate this Agreement, if necessary.

**XII.
EXCLUSIVITY AND AMENDMENT OF AGREEMENT**

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of SUBRECIPIENT by CITY, and contains all the covenants and agreements between the parties with respect to such employment. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement or amendment hereto shall be effective unless executed in writing and signed by both CITY and SUBRECIPIENT.

**XIII.
FRAUD**

SUBRECIPIENT shall immediately report to CITY all instances and facts concerning possible fraud, abuse or criminal activity relating to expenditure or receipt of funds under this Agreement.

**XIV.
CONTINGENCY OF FUNDS**

SUBRECIPIENT acknowledges that approval of and funding for this Agreement is contingent upon State approval, and funds received or obligated from the State of California to CITY. If such approval of funds is not forthcoming, or is otherwise limited, CITY shall immediately notify SUBRECIPIENT. Within twenty (20) days of receipt of such notice, SUBRECIPIENT shall modify or cease operations as directed by CITY and negotiate necessary modification to this Agreement and/or reimbursement of costs incurred hereunder.

**XV.
TERMINATION**

A. This Agreement may be terminated by either party at its sole discretion, upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. However, SUBRECIPIENT may not terminate this Agreement if undue hardship will result to any participant.

B. In the event SUBRECIPIENT defaults by failing to fulfill all or any of its obligations hereunder, CITY may declare a default and termination of this Agreement by written notice to SUBRECIPIENT, which default and termination shall be effective on a date stated in the notice which is to be not less than ten (10) days after certified mailing or personal service of such notice, unless such default is cured before the effective date of termination stated in such notice. If terminated for cause, CITY shall be relieved of further liability or responsibility under this Agreement, or as a result of the termination thereof, including the payment of money, except for payment for approved expenses incurred for services satisfactorily and timely performed prior to the mailing or service of the notice of termination, and except for reimbursement of (1) any payments made for services not subsequently performed in a timely and satisfactory manner, and (2) costs incurred by CITY in obtaining substitute performance.

**XVI.
DISPUTES**

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by CITY. In such a case CITY shall reduce its decision to writing and mail or otherwise furnish a copy thereof to SUBRECIPIENT. The decision of the City shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, CITY receives from SUBRECIPIENT written request to appeal said decision.

Procedures governing the appeal shall be prescribed by CITY and/or the State of California in accordance with the Act and all corresponding regulations and OMB circulars. Pending final disposition of the appeal, SUBRECIPIENT shall act in accordance with CITY's decision unless the dispute involves a change order.

**XVII.
BREACH - SANCTIONS**

If, through any cause, SUBRECIPIENT violates any of the terms and conditions of this Agreement, and/or prior agreements whereby grant funds were received by SUBRECIPIENT pursuant to this Agreement, or if SUBRECIPIENT reports inaccurately or if any Audit Report makes disallowances, SUBRECIPIENT shall promptly remedy its acts or omissions and/or repay CITY all amounts due CITY as a result of SUBRECIPIENT's violation. For any such failures or violations, CITY shall also have the right at its sole discretion to either: (1) discontinue program support until such time as SUBRECIPIENT fulfills its obligations or remedies all violations of this Agreement or prior agreements; and/or (2) collect outstanding amounts as determined by CITY due CITY by offsetting or debiting from current claims or invoices, if after thirty (30) days' written notice SUBRECIPIENT has failed to repay same or a repayment schedule has not been made; and/or (3) terminate this Agreement by giving written notice to SUBRECIPIENT of such termination in accordance the notice provision in Paragraph XVIII herein below.

**XVIII.
NOTICES**

All notices, reports and correspondence between the parties hereto respecting this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

CITY: City of Santa Ana
Manager, WDB Administrative Office
P.O. Box 1988 (M-76)
Santa Ana, CA 92702

CLERK: Clerk of the City Council
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988
Telefacsimile (714) 647-6956

SUBRECIPIENT: Orange County Conservation Corps
1853 N. Raymond Avenue, Anaheim, CA 92801
Phone: (714) 956-6222
Fax: (714) 956-1944

**XIX.
MERGER**

This Agreement, together with the attachments hereto, expresses the total understanding of the parties. There are no oral understandings of the parties or terms and conditions other than as stated herein.

**XX.
VALIDITY**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**XXI.
MISCELLANEOUS PROVISIONS**

a. Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify CITY fully, including reasonable costs and attorney's fees, for any injuries or damages to CITY in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above-written.

ATTEST:

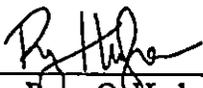
"CITY"

Maria D. Huizar
Clerk of the Council

By: _____
Raul Godinez II,
City Manager

APPROVED AS TO FORM:
Sonia R. Carvalho
City Attorney

"SUBRECIPIENT"

By:  _____
Ryan O. Hodge
Assistant City Attorney

BY: _____
Name: Katharyn O. Muniz
Title: Executive Director
Tax ID #: 33-0563781

RECOMMENDED FOR APPROVAL:

Steven A. Mendoza
Executive Director
Community Development Agency

ORANGE COUNTY CONSERVATION CORPS

SANTA ANA YOUTH WORKFORCE INVESTMENT ACT PROPOSAL 2018-2019

1. Experience/Qualifications

A. Briefly describe your agency. The Orange County Conservation Corps (OCCC) is a nonprofit, certified local conservation corps, one of 14 certified local conservation corps in California. As a certified local conservation corps, the OCCC operates under the California Public Resources Code which mandates several program components, including paid work experience, job training, education, life skills and pre-employment training.

B. List the facility address and address of headquarters if different location. Please include major cross streets.

Orange County – The Education Corps
Cross streets: Walnut and South Acacia in Fullerton
1548 E. Walnut
Fullerton, CA 92831
(714) 956-6222

Administrative Headquarters
Cross Streets: Raymond and Kimberly in Anaheim
1853 Raymond Ave.
Anaheim, CA 92801
(714) 956-6222

C. Indicate hours of operation for facility. OCCC offices are open Monday–Thursday from 7:00 am to 5:00 pm and Friday from 8:00 am to 12:00pm. Additional week-end and evening hours to be arranged depending on individual participant needs, scheduled events, and activities.

D. Briefly indicate what makes your facility youth friendly and suitable for the proposed program. The facility is designed in a regular classroom setting with a certificated teacher assigned to each classroom. All classrooms are equipped with computers and internet access for Corpsmember use. Pictures of Corpsmember accomplishments and success boards are displayed throughout the facility. A resource area is designated for Corpsmembers to access medical, health, community information, and job leads as well there are two computer labs, in which tutoring sessions, online courses, workshops, career exploration assessments, and many other activities take place. The Corps-to-Career Specialist has a private office equipped with two computers in order to provide individual guidance, mock interviews, resume development assistance, and career exploration tools. There are spaces available in which case managers work with Corpsmembers one-on-one to provide needed support services. A feedback box is available for Corpsmembers to provide suggestions or request additional services. The facility is close to public transportation, and the OCCC provides transportation assistance in the form of bus passes, gas cards, and company vehicles. Online classes are also available for students for whom transportation or childcare is difficult.

E. Provide brief information on the following elements:

1. Average annual operating budget and sources of revenue

The Fiscal Year 2018 annual operating budget for the Orange County Conservation Corps is: \$4,340,500

| Source | CalRecycle | Workforce Investment Board | Fee For Ser | Others |
|--------|------------|----------------------------|-------------|---------|
| Amount | 1,649,000 | 597,100 | 1,300,000 | 794,400 |

2. Brief description of staff:

OCCC has 35 staff members committed to helping Corpsmembers achieve their goals. There is a dedicated full-time case manager for the Santa Ana region, who has many years of experience with the OCCC and the youth we serve.

OCCC also has support staff that help guide and mentor Corpsmembers. Beyond the Santa Ana WIOA case managers, we have other case managers who can assist Corpsmembers with supportive services and provide mentorship. The Corps-to-Career Specialist and assistant job developer helps Corpsmembers discern their career and education goals, helps them create their resumes, coordinates externships and on-the-job training, and provides job leads.

The Charter School has five certificated teachers who provide direct instruction in classrooms with state-of-the-art technology. A fulltime guidance counselor provides one-on-one support, including: planning their career paths, tracking credits and graduation requirements, facilitating workshops on anger management, substance abuse, vocational education, and post-secondary education. OCCC management team has over 66 years of experience working directly with the business aspects associated with the OCCC. The Chief Executive Officer brings over 21 years of leadership and executive management.

3. Past experience with WIOA programs or other youth programs:

OCCC has incorporated a variety of best practices from various state and national models for youth and workforce development to serve this population. OCCC's basic program design has been in place since 1995 and has expanded and enhanced its WIOA program services since the inception of WIOA funding in 1998. OCCC's program design provides comprehensive and coordinated activities for at-risk youth to meet and exceed planned expected outcomes in literacy and numeracy gains, attainment of a degree or certificate and placement in employment or post-secondary education.

4. What kind of impact your agency has made on the youth community:

According to a 2012 study conducted by New York University and Columbia University on the Economic Value of Opportunity (at-risk) Youth, disconnected youth (unemployed and under educated) ages 16 to 24 cost the taxpayer an average of \$37,450 per year.

Every year OCCC produces up to 100 high school diploma graduates, provides paid employment and on the job training to nearly 300 at risk- youth and reduces taxpayer burden for these youth to the savings of \$5,617,500 annually (estimate 150 youth X \$37,450).

OCCC enrolls the neediest at-risk youth as designated by the Santa Ana Youth Council, those who need to learn how to work and go to school. The OCCC is a six to twelve month comprehensive program with various components and strategies designed to guide and support youth into being employable, trainable, self-sufficient adults. The program's support services and paid work experience help the youth to stabilize their lives and help them deal with the many issues they face on a daily basis so they can first maintain their employment and education program. Once the youth become stable and are able to maintain employment and education, they continue to be assisted in furthering their education, improving their work skills, and seeking better employment post-corps, leading to a life of self-sufficiency.

2. Proposed Program

A. Provide an overview of the program's main objectives.

It is the philosophy of OCCC to engage at risk youth in ways that both support educational attainment and job training while recognizing their need to simultaneously earn a living to support themselves and possibly their family as well. We are able to do this by integrating and supporting education and employment as mutually exclusive goals. We integrate the concept of community service into our services to attract young people and to benefit the community. Furthermore OCCC recognizes the value of young adults as contributing to our economy and society and those at risk young adults that need the support in order to build future generations of contributors.

WIOA Corpsmembers will be provided or will obtain services necessary to ensure that youth achieve the ultimate goal of employment. Services include, but are not limited to:

- Support services; referrals for legal, medical, substance abuse, health, housing, family/personal guidance and counseling; help with tools, books, clothing, other items needed for interviews, job requirements, advanced training, transportation, etc.
- OCCC staff members serve as adult mentors and tutors
- Access to the OCCC computer lab, fax, voice mail, and printer for resumes, applications, financial aid, job search, job retention, on-line services
- Transition assistance such as: job placement / vocational certification / education opportunities / career guidance

The OCCC program is a transitional work/school program that combines work and school daily in a structured, supervised program, inclusive of the following program components:

- Provide jobs for foster/emancipated youth, youth with disabilities and youth on probation and who are Older and/or Out-of-School WIOA eligible youth and are Santa Ana residents
- Meet/exceed the WIOA outcomes for entered employment or education, credential attainment, and skill gains as outlined by the Santa Ana Youth Council;
- Youth who are unemployed and out of school will be enrolled into the Orange County Education Corps Charter School to earn their high school diploma
- Provide “soft” and “hard” occupational skills training needed to complete Orange County Conservation Corps work projects (i.e. evasive species removal, reforestation, irrigation, construction, recycling);
- Provide paid work experience, trainings, and certificates to develop and/or improve their resumes for future employment;
- Develop and maintain a portfolio that highlights their work/school/credential accomplishments to use in seeking employment post-program
- Improve basic skills and improve at least two grade levels on a standardized tests (i.e., STAR, TABE);
- Earn scholarships for post-secondary instruction;
- Develop leadership skills through various crew based and individual trainings;
- Transition successfully from the OCCC program into employment and/or post-secondary Continuing education;
- Complete work projects that benefit our local communities and instill a sense of community service and pride in their communities.

As a part of their training, Corpsmembers are placed in on-the-job training, and they are paid for the work they do. These paid work experience placements have been developed by the OCCC to assist local cities, county agencies, and other nonprofit agencies with their conservation and land management needs. OCCC work projects are environmentally-driven and benefit the community.

3. Population

A. Describe the total number of youth that will be served by this grant

This grant will allow 22 of Santa Ana’s youth to participate in the OCCC program.

B. Describe the age range of the youth that will be served.

The OCCC serves youth/young adults ages 18 to 24.

C. Describe any minimum requirements that youth need to have in order to be enrolled into your program.

The OCCC has no minimum requirements in addition to the WIOA Youth eligibility requirements.

D. Special considerations for youth services

OCCC intends to serve at least 80% of out-of-school youth. At least 10% of youth with disabilities, at least 10% of foster/emancipated youth, at least 10% of youth that has dropped out of high school and 10% of youth on probation. Historically, OCCC has met or exceeded these expectations and is evident within our annual program audits from our WIB contractors.

E. Specify how the targeted youth populations will be recruited.

The outreach and recruitment plan for this program will target youth most in need and will be recruited through the following:

- Local school districts and alternative schools
- County alternative schools
- Probation officers
- Youth and Family Resource Center
- Word-of-mouth
- Job fairs/presentations

In addition to the normal recruitment strategies of job fairs, partner networks, and presentations to and referrals from local groups and organizations, the OCCC will employ "street outreach" to recruit the WIOA participants. Street outreach entails handing out flyers with the OCCC's toll-free telephone number (888.641.2677) and website address (www.hireyouth.org); and interacting with youth where youth "hang out" in parks, malls, food courts, week-end community events, and even walking local neighborhoods. Historically the OCCC's most effective recruitment strategy has been referrals from former and current Corpsmembers, their family, and friends, as well as through Craigslist and advertisements in other media such as Facebook. See attached recruitment flyer in Attachment W.

F. Include letters of Support from organizations that have agreed to refer youth to your program. See Attachment C.

See letters from Young Invincibles, YWCA, Western Youth, Community Services, CCCOE/CDCR Probation, and the OC Department of Education Accountability Commitment Program.

G. Describe your recruitment plan that will fulfill the requirement of enrolling 100% of youth by the 2nd quarter of the program (December 31, 2018).

We have been successful at recruitment and enrolling youth in the program in the past and do not expect any difficulty enrolling youth by December 31, 2018. Our partners rely on our services and regularly refer their clients to us. The full-time case manager and the recruitment team will provide needed resources to complete full enrollment by December 31, 2018.

4. Assessment**A. Youth Services are required to use the Test for Adult Basic Education assessment tool.**

OCCC intends on continuing to use the TABE and should another assessment tool be warranted we will seek approval prior to implementation.

B. Describe how your program will conduct assessments for youth participants, elaborate on the type of assessment tools or surveys that will be used.

Youth will be enrolled in the OCCC program for academic and vocational assessment and orientation to the OCCC. The timeline of services, as per the attached customer flow chart, will consist of up to 12 month direct services. This entails enrollment, assessments, and service provision with target outcomes for each participant. Each participant will also be eligible for 12 months post exit follow up services. The OCCC's Program Specialist, in conjunction with the WIOA participant, will develop the youth's Individual Service Plan (ISP) inclusive of assessment results, work readiness evaluation, and counseling and guidance for personal needs. Case Managers will review IEP's if needed, ONET Profiler and conduct work readiness pre and post tests.

C. Describe knowledge of the barriers that the youth encounter.

Currently we serve participants with the following known barriers, have not completed high school at the time of entry (under educated), are or have been court-involved, including on probation/parole, are single parents, are or have been in foster care, are or have been gang-affiliated, had incarcerated parents during childhood years, are at two years below ninth grade literacy fluency, are below ninth grade level, qualify for the Free/Reduced Lunch Program (low income), have limited or no means of transportation.

D. Specify how your agency will address the barriers that youth encounter.

These disenfranchised youth need to work—often they need to work to make a living for themselves and in many cases, their families. Too many programs serving youth don't offer a paid work experience component—this negates the acquisition of basic skills for many youth because they don't see the relevancy of instruction. They need training that will lead to a career, and they need education that is relevant to their jobs and makes sense to them. The OCCC can help them understand how earning a high school diploma will benefit their employability and help them achieve their goals.

Many Corpsmembers come to the program with very specific needs based on their barriers. For instance, our agency provides services to both young mothers and parenting fathers, connecting them to needed resources. OCCC plans to be a part of the collaborative to connect services available to pregnant and parenting youth. Homeless youth also have very specific needs, often having a history of abuse, financial hardships, drug addiction, lack of self-esteem, lack of employment skills, etc. They face great dangers staying on the streets and are always flagged in our enrollment protocols to receive most immediate services. The OCCC will also refer youth to other agencies, based on need. The OCCC strongly believes in the *All Youth, One System* concept. This belief is demonstrated by the way the OCCC networks with many outside entities,

helping to ensure that all participants are linked to appropriate and necessary support services in the community. Equally important we have onsite individual and group counseling, provide nutritious meals and transportation services at specified pick-up point locations.

5. Paid & Unpaid Work Experience

A. Describe in detail the paid and unpaid work experience opportunities that will be offered.

Corpsmembers may remain at the OCCC for up to two years to **earn...learn... and serve**. This gives Corpsmembers the time necessary to develop the skills to enter the workforce and become self-sufficient. The OCCC program provides an opportunity for Corpsmembers to *earn* a living through paid work experience, *learn* job skills and further their education, while they *serve* their community by completing work projects.

Summer employment – Employment opportunities are available all year round but for those attending full time school or unable to work year round, summer employment will be available.

Pre-apprenticeship programs - Because a big part of our mission involves getting our participants prepared to enter the workforce and become self-sufficient, we have been expanding our work experience program to include summer or seasonal service. OCCC program participants who are selected to participate are 18-25 years old and receive paid work experience with our partner companies, like Goodwill Industries, Smart & Final, CVS Pharmacy, Party City, Marshalls, Costco, and many others. They are allowed to work a maximum of 29 hours per week, nights and weekends if needed, for up to 90 days while they earn their diploma.

Internships or job shadowing- Job shadowing is available for new trainees to observe their peers as working Corpsmembers and also to experience different positions in the labor market. Ride-alongs on work crew projects give new participants the opportunity to see firsthand the duties and expectations of Corpsmembers on conservation projects. Also many of our job development placements have job shadowing as part of a new hire training period.

On-the-job training provides Corpsmembers the opportunity to earn while they learn, with business, leadership, and teamwork skills. They train with professionals in a variety of fields, gain confidence in their own abilities, and pursue their career goals. Corpsmembers' time at the OCCC is largely spent serving their communities. OCCC projects and on-the-job training opportunities cover Orange County: aiding recycling efforts, restoring its native habitats, protecting water supplies, and working on fee for service projects throughout Orange County. Corpsmembers leave, worker's compensation and liability insurance is paid through OCCC's grant funding, along with any uniforms the partner business requires. Assistance with transportation and other supportive services are also provided. Under the mentorship of the partner's employees, our participants learn valuable job skills that enhance their knowledge and ability.

B. Special Consideration for targeted in demand industries as identified in the SAWIB's five year plan.

The OCCC strives to help Corpsmembers enter the workforce successfully. The following career pathways have been listed as Orange County's top industries:

Manufacturing/Advanced Manufacturing- OCCC intends to identify manufacturing resources within Orange County and develop opportunities for our participants to gain the exposure, training and apprenticeships necessary to be prepared for such employment. Also, Corpsmembers have the opportunity to obtain certifications in forklift operation and truck driving through the OCCC or its partners. OCCC has a partnership with Prominent Staffing that place work ready participants in manufacturing jobs within Orange County.

Healthcare and social services – Many Corpsmembers have obtained externships with CVS and Walgreens Pharmacies, exposing them to the field of healthcare. Other Corpsmembers have gone on to further their education in healthcare fields. One former Corpsmember graduated from American Career College as a dental assistant after having worked with an orthodontist while attending classes. The OCCC will continue to expose Corpsmembers to healthcare agencies through trips to local businesses, educational opportunities, and speakers and workshops at OCCC facilities. The OCCC will strive to expose Corpsmembers to the medical field and connect them with career certifications.

OCCC has a rich history and strong partnerships with other Orange County non-profits such as Goodwill Industries, Habitat for Humanity, Boys and Girls Club of Santa Ana, Working Wardrobes and many others. All of which are open to providing social service training experiences for our participants. Additionally, these agencies seek out OCCC for participant referrals for their open positions.

Hospitality/Entertainment – Corpsmembers have a variety of opportunities in this field. Corpsmembers have the opportunity to receive food handler's licenses and National Retail Federation certifications in customer service. Externships, on-the-job training, and job shadowing opportunities through partners like Goodwill Industries, CVS and Walgreens Pharmacies, Costco, Dollar Tree, Smart & Final, and others provide hands-on customer service experience. A Corpsmember recently started an externship at a local hotel and spa. Corpsmembers have participated in a partnership with the Fullerton Arboretum and local social enterprise Monkey Business Café, which benefits foster youth, called "Farm to Table." Corpsmembers work both on the arboretum's farm and at the café, developing a strong connection between where food grows and the process involved in delivering it to the table.

OCCC also has a partnership with Contract Services Group that exclusively provide job placement for our participants within Orange County entertainment venues and hotels and Anaheim Resort Transportation providing hotel to amusement park transportation.

Green/clean/environment – Corpsmembers will participate in a large way in the expansion of the OCCC's waste management and recycling program to include oil, e-waste, bottle and Can and tire recycling. They get real-world experience by planning and executing OCCC projects around the county. Some specific labor markets include green building operations, solar panel

Installation, and water treatment, aiding bottle and can recycling efforts, restoring native habitats, protecting water supplies, and working on fee for service projects throughout Orange County.

OCCC also has a rich experience in working with the National Park systems, Department of Fish and Game, National Forestry Service, Laguna Canyon Foundation and the newly formed Santa Ana Conservancy.

The WIOA Participants' paid work experience, certifications, and career training will be focused on our partnerships with those that can further provide experience in relevant and growing industries including information technology, manufacturing, healthcare, hospitality and entertainment, and environmental. The OCCC strives to create career pathways for Corpsmembers in these fields. All training will be designed to address those occupations which are in demand to help assure the successful employment of the WIOA youth.

C. Special Consideration for organizations that offer job training/preparation in the industries of science, technology, engineering, the arts and math.

It is the intent of OCCC to provide the appropriate exposure and necessary training to our participants in the fields of science, technology, engineering, the arts and math through extensive education and promoting secondary education opportunities in those fields.

D. List some of the employers that will assist in the paid and unpaid work experience opportunities.

211 Orange County – Santa Ana
A Live Scan Center – Anaheim
Anaheim Resort Transportation - Anaheim
Bella Dia Salon – La Habra
Anaheim Public Library – Haskett Branch
Boys & Girls Club – Garden Grove
Boys & Girls Club – Santa Ana
Boys & Girls Club - Cypress
Costco – La Habra
City of Yorba Linda
City of Aliso Viejo
CVS Pharmacy – All cities
Dollar Tree – Buena Park
Goodwill of Orange County – All stores
La Palma Public Library
Habitat for Humanity - Santa Ana

Mesa Cold Storage - Fullerton
Monkey Business Café – Fullerton
Orange County Child Abuse Prevention – Santa Ana
Orange County Public Works
Orange County Therapeutic Arts – Santa Ana
Orangethorpe Elementary School – Fullerton
Santa Ana Public Library
Santa Ana Work Center
Smart & Final Extra – All Orange County stores
Starbucks - Fullerton
Terra Pacific Waste Management – Anaheim
The Friendly Center – Orange
The Elegant Touch – Orange
Custom Hair – Buena Park
Walgreens – All Orange County locations

E. Include Letters of Commitment from employers as Attachment D.

See attached letters from Laguna Canyon Foundation, City of Garden Grove, City of Irvine, Prominence Staffing, and Audubon California.

F. Include a copy of the Work Experience policy as Attachment E.

6. Alternative Secondary School Services

A. Describe in detail the alternative secondary school services or dropout recovery services that will be made available for youth.

The OCCC's organizational purpose is to empower youth and young adults to become self-sufficient contributing members of their community. The OCCC accomplishes this by providing WIOA Corpsmembers opportunities to complete their high school education through our WASC accredited Charter School, professional, and personal development through our employment services classes and workshops and providing paid employment on conservation crews that make a difference to our community and environment, thus creating the necessary skills to develop and maintain a positive work ethic while building self-sufficiency. The intent of exposure to various post-secondary educational institutions is to provide a lasting foundation to enable youth to enter the workforce and be successful, productive, members of society.

B. Describe in detail the activities that will lead youth to attainment of secondary school diploma or equivalent.

WIOA Corpsmembers will obtain services necessary to ensure that youth will enter post-secondary education. Services include, but not limited to:

- Support services; referrals for legal, medical, substance abuse, health, housing, family/personal guidance and counseling; help with books, clothing, other items needed for post-secondary education, advanced training, etc.
- OCCC staff members serve as adults mentors
- Access to the OCCC's computer lab, fax, voice mail, and printer for college applications, financial aid, on-line services
- Transition assistance such as: vocational certification / education opportunities / school enrollment assistance

C. Special Consideration for organizations that offer dropout prevention or dropout recovery services.

OCCC offers a unique opportunity for those individuals who have dropped out of school by offering our Charter School educational services. Thus reducing the dropout statistics and recovering those individuals who would have otherwise been part of our County's dropout rate. Our Charter School provides them with a high school diploma, not a GED. Studies have found GED recipients have a lifetime earnings rate that is close to dropout rates than those with high school diplomas. A 2012 study *Opportunity Road* indicates that the long-term effects of youth not having a high school diploma and employment lead to higher rates of poverty, continued unemployment throughout adulthood and the likelihood of incarceration. The study shows that the taxpayer burden could be reduced by \$707 billion if at risk youth received education, economic and social supports to fully integrate them in to either the education system or labor market. For out-of-school youth, a high school education is strongly tied to securing employment. With high unemployment and high competition for jobs, youth without a high school diploma do not stand a chance to compete in today's job market. The 2012 study also revealed that high school dropouts earn on average \$18,900 per year and those with high school diplomas earn on average \$25,900.

The OCCC also provides a multitude of services, workshops, and resources for its Corpsmembers. Obtaining a high school diploma through the Education Corps is a huge step towards self-sufficiency for high school dropouts. Paid work experience, job shadowing, on-the-job training, and externship opportunities provide valuable experience for Corpsmembers to put on their resume. The OCCC provides workshops on job retention, resume writing, filling out applications, mock interviews, career exploration, and many other topics. Corpsmembers can also receive certifications in customer service, forklift and chainsaw operation, safe food handling, and computer software.

No other organizations in Orange County provide as many hours of work experience—up to 29 hours a week. Corpsmembers participate in on-the-job training in a variety of industries throughout the county. They do not simply visit companies and businesses in various industries; they work there. Corpsmembers have done externships in many industries, including the hospitality/tourism industry at local hotels, spas, and restaurants. They have also participated in

a partnership with the Fullerton Arboretum on the campus of California State University Fullerton and local social enterprise Monkey Business Café, which benefits foster youth, called "Farm to Table." Corpsmembers work both on the arboretum's farm and at the café, developing a strong connection between where food grows and the process involved in delivering it to the table. OCCC crews provide recycling services to many companies and businesses, including Downtown Disney. We have Corpsmembers working at a number of CVS Pharmacies throughout Orange County, giving them experience in the field of healthcare. Corpsmembers have also worked at the Santa Ana One Stop Center, exposing them to a variety of career opportunities.

Additionally, we have partnered with Vital Link services that provide hands-on career exploration experiences for youth, helping them carve out their own unique career path. Trips and tours to local businesses help youth sort through their interests, get excited, and "try on" a career for a day.

Corpsmembers and students have many opportunities to hear from employers, to attend job fairs and participate in career exploration workshops. Corpsmembers participating in on-the-job training receive feedback and evaluations from their employers and supervisors regularly.

7. Preparation for Post-secondary Education and Training

A. WIOA only accepts certifications that are accredited by a State recognized educational entity or are recognized by employers.

The Education Corps is a fully accredited c h a r t e r school recognized by the State of California. This collaborative allows the Target Population, for In-School Youth and Out-of-School Youth in need of educational services, to earn high school credits that count toward a high school diploma, build skills to pass the California High School Exit Exam, and increase Literacy/Numeracy Skills.

B. Special consideration for organizations that offer preparation for postsecondary education and training in high-demand industries.

WIOA Corpsmembers research jobs on O*NET to obtain expected job growth, wages and educational requirements. Subsequently, depending on the training that is needed, Corpsmembers are referred to ROP, Community Colleges, Apprenticeship Programs and Technical Schools. Additionally, presenters are scheduled from a variety of high-demand industries including green jobs, medical careers, etc.

C. Identify and/or develop a pathway for youth that can lead them from high school to career or college. Please elaborate on specific pathways.

Training and education will assist youth in obtaining employment because the youth will learn how to work and go the school. As a result of the OCCC's six to twelve month comprehensive

program, support services and paid work experience, youth are able to stabilize their lives and learn how to deal with the many issues they face on a daily basis. The Corps-2-Career Specialist works one on one with WIOA participants to develop personalized goals (post-secondary education, job placement, and career development) that lead to self-sufficiency. Once the youth become stable and are able to maintain employment and education, they will continue to be assisted in furthering their education, improving their work skills, and seeking better employment post-corps, leading to a life of self-sufficiency.

The ultimate path for our participants is building a bridge from education to work, with multiple steps along the way to develop the infrastructures necessary for retention. OCCC bridges the participant with employers, while creating a myriad of support services to ensure individual goals are met.

D. Describe in detail how the program will prepare youth for postsecondary education and training.

The needs of these disconnected youth are immense, whether they are pregnant/parenting, children of incarcerated parents, homeless, high school dropouts, offenders, foster/emancipated, or have a poor work history. They are facing financial hardships, drug addiction, lack of self-esteem; lack of basic skills, no employment, no skills, etc. With such a myriad of needs, a coordinated, articulated program, rich with varied approaches and learning opportunities needs to be provided. We will address the following needs: "soft" and "hard" occupational skills training; completion of high school credits to earn a high school diploma; increase math/literacy rates; improve basic skills; develop leadership skills; develop a sense of community service. They will leave the OCCC program with a high school diploma, work experience, certifications and training, supportive services, and mentorship, which will allow them to enroll in higher education, obtain employment on a career path in a growing industry, and become self-sufficient.

E. How will your organization expose youth to the various post-secondary educational institutions?

OCCC plans to coordinate and schedule field trips to the local college campuses such as Cal State Fullerton, Cypress Community College, Rancho Santiago Community College and Fullerton Community College. OCCC has developed extensive relationship with these secondary education facilities and will also invite representative to provide workshops onsite at OCCC for our participants.

F. Describe the certificates that youth be able to earn while in your program or within a year after exit.

Youth are able to earn various state recognized credentials through our partners, ITA accounts and on-the-job earned certifications which include forklift operator, safe food handling, national retail federation, and computer software. Corpsmembers can receive vouchers to reduce the

cost of getting their driver's license, and some of our partners can help them get their truck driving license.

In addition to its classroom-based classes, the Education Corps Charter School provides online courses through a special partnership to enable a flexible schedule and tailor its program to the individual needs and interests of its students. FlipSwitch is the result of more than ten years of research and development in the online learning industry. Founded in 2001 as American Virtual Academy (AVA) by visionary Damian Creamer, the company started as the exclusive technology and curriculum partner for a young, upstart institution in Arizona named Primavera Online High School. FlipSwitch has the following certifications: UC Certified (3 year process, complete 2012), A-G Certified (Complete High School Diploma), and NCAA Certified Courses (98% courses certified by NCAA). Flip Switch offers over 200 courses in language arts, social studies, mathematics, science, world languages, fine arts & vocational, health & physical education, and electives.

The Education Corps Charter School will provide high school diploma instruction; vocational and occupational skills training; life skills, pre-employment skills, etc.; specialized trainings (CPR/First Aid, Forklift, Chainsaw certification, etc.); safety demonstrations, leadership development, support services and educational topics (health, substance abuse, financial literacy, etc.); and instill the participants with a sense of community service and pride.

The OCCC will provide the WIOA Corpsmembers with hard skills (on the job training, certifications, etc.) and soft skills (responsibility, discipline, punctuality, uniform standards, etc.) which lead to job retention. The WIOA Corpsmembers will be exposed to presentations, workshops, and fieldtrips to assist them in developing career paths. The Corps-2-Career Specialist will work individually with the WIOA Corpsmembers to develop personalized goals (post-secondary education, job placement, and career development)-that lead them to self-sufficiency.

Through their Corps-2-Career classroom training, the participants will learn that the fields of environment and conservation, green jobs, green technologies, healthcare and manufacturing are the jobs of the future and that they offer non-traditional opportunities for both male and female. WIOA participants will learn about food production, manufacturing, introduction to technology and computer software.

G. Include data and research that supports the industries or pathways listed above.

According to the *Economic Value of Opportunity Youth* study of 2012 by the University of New York and Columbia University, "youth who receive constructive engagement of services to build pathways that offer support to navigate the labor market and gain education necessary to sustain self-sufficiency are successful in reducing the social and taxpayer burden then those who do not receive services." The same study also went on to say that organizations that offer education coupled with paid work services are highly successful and preferred by opportunity youth and stating that 69% of opportunity youth surveyed stated they are looking for work but feel that they need support in the form of education and employment services.

H. Include Letters of Intent from the training agencies, as Attachment F.

See letters from OC Re-Entry Partnership, Working Wardrobes, Women Helping Women, ProSafe, and Contract Services Group, Inc.

8. Tutoring

A. Describe in detail the tutoring resources that will be provided to youth

The Education Corps Charter School credentialed teachers will interact with WIOA Corpsmembers on a daily basis as they attend class five days a week, Monday-Friday, and provide additional one on one tutoring as needed. Week-end work/school activities will be scheduled as needed and appropriate. The WIOA Program Specialist (case manager) will meet at least monthly to monitor the participant's progress in meeting their Individual Service Strategy goals, and other work/school/personal issues that may arise.

Other organizations such as social services, counseling centers, probation/parole, etc., may be providing outside support services as in-kind support for this proposal. Many WIOA participants may come to the Corps already involved in such services while others may be referred. The Corps strongly believes in the *All Youth, One System* Concept which promotes networking with many outside entities to ensure all WIOA Corpsmembers are linked to a variety of support services in the community.

9. Mentoring

A. Specify how your organization will provide mentoring to youth

OCCC staff members will meet daily with WIOA Corpsmembers to deliver program components. Corpsmembers will be assigned to work in a crew which is supervised by one of the OCCC's Crew Supervisors. The Crew Supervisor will work Monday-Thursday with WIOA Corpsmembers to complete assigned work projects. Other OCCC staff or interns meet with WIOA Corpsmembers as needed for specialized trainings, workshops, or individualized follow up regarding work/school/personal issues that may arise.

B. Specify what types of support your organization will offer youth who are facing challenging obstacles such as: family dysfunctions, mental health issues, substance abuse, low self-esteem, probation, gang issues, parenting issues, etc.

WIOA Corpsmembers will be provided with supportive services such as referrals for legal, medical, substance abuse, health, housing, family/personal guidance and counseling. It is important to note that the OCCC has added a key position to our programs and service with the addition of a Guidance Counselor we are able to hold group sessions and individual counseling sessions on the issues and challenges that face our participants.

C. Will your organization offer mental health services or referrals? Please describe.

The OCCC has an onsite counselor with a Master's degree in Guidance and Counseling and a counselor who has a degree in Marriage and Family Therapy, both will be able to assess and refer the participant to the appropriate facilities for mental health assistance and provide individual and group counseling as needed.

D. Describe how your organization will provide or refer youth to comprehensive guidance and counseling for drug and alcohol, etc.

When necessary case managers refer participants to local Alcohol Anonymous or Narcotics Anonymous agencies, but it is equally important to note that one of our case managers is a certified drug and alcohol counselor and we also have a Marriage and Family Therapist on staff as well.

10. Workshops

A. Provide information about the following workshops and how or when the workshops will be provided to youth in the program.

The OCCC provides weekly workshops such as practice interviews, career exploration, personal finance, smoking cessation, parenting skills, customer service, job retention, resume preparation, communication skills, and many other topics. Of most importance, in close proximity to the OCCC administrative offices, the Education Corps site houses all program services, (education, case management, transition services, follow up, etc.) are delivered. Having all services at one site and in close proximity to the administrative headquarters enhances the coordination of the program and eliminates duplication and redundancy. All instruction will be classroom based; field based, on-line, individual, small/large group, crew based, demonstrations, lectures, packets, guest speakers, and individual research.

Financial Literacy/ Budget Management - The Education Corps Charter School provides an entire course on financial literacy. They discuss how to set up a checking and a savings account, how to create a budget, what an IRA is and how to set one up, the math behind compound interest, how to read the fine print on a credit card, how to establish and/or fix one's credit, car loans, and how to file income taxes.

Entrepreneur Skills Training- Workshops will be held to identify fundamentals in creating your own business or being an independent contractor. Financial skills, marketing strategies, customer service techniques and basic business organization will be taught.

Labor Market Information- A job board is maintained in participant areas and contains current job postings throughout Orange County. Participants also receive a workshop on how to access jobs opportunities online and within newspapers.

Family Planning- Planned Parenthood has offered workshops at the OCCC, discussing things like sexual health, birth control, pregnancy, and relationships. Parent-to-Parent has done parenting workshops at the OCCC, complete with childcare for participants' convenience. They discuss how to relate to your child, boundaries and discipline, and nurturing relationships with both children

and partners. Parenting classes are also offered at our Charter School as an elective and are open to WIOA participants.

Worker's Rights/Labor Laws- OCCC organizes visits to local labor unions to educate Corpsmembers about how labor unions operate. CalOptima recently presented a workshop on Covered California, providing information and support to both Corpsmembers and students. Also, all Department of Labor and California Labor Codes are posted as well as worker's compensation and employee grievance policies as required for our staff and will be reviewed with our participants.

Analytical Skills at the Workplace - The OCCC provides many work readiness and career exploration workshops. Our Corps-to-Career Specialist and other staff provide workshops about job retention, resume writing, filling out applications, mock interviews, career exploration, and many others. During their OCCC orientation, Corpsmembers take the O*NET assessment to help them discover how their strengths and interests can connect to a career path.

Health Resources - Besides family planning and parenting workshops, the OCCC provides workshops on health resources. The OCCC has provided workshops on smoking cessation and smoking's effect on the environment, tattoo removal services, substance abuse workshops, self-esteem and body image workshops, and many others. The OCCC would like to host a free flu shot clinic in the future. Corpsmembers and students also receive referrals to other organizations for healthcare needs and information.

Public Speaking Skills - The OCCC has sponsored public speaking workshops in the past and will continue to do so. For the annual OCCC graduation ceremony, students have the opportunity to audition to present a speech. OCCC and Education Corps staff provides private and group coaching and the selected students present their speeches at the graduation ceremony in front of several hundred people.

11. Civic Engagement or Leadership Development

A. Can your organization offer a civic engagement opportunity or leadership development opportunity for WIOA youth in the community, please describe.

OCCC students and Corpsmembers also have the opportunity to participate in field trips and educational outings. Last year students took a field trip to the Museum of Tolerance in Los Angeles, connecting them to history and fostering compassion for all people. The OCCC brings Corpsmembers to the California Workforce Association's annual Youth Conference, where they meet local and state leaders in workforce development, take part in career exploration, participate in workshops and peer mentoring, and network with a wide variety of professionals and leaders. The OCCC will continue to offer civic education opportunities like this for WIOA and non-WIOA youth in order to develop community engagement.

The OCCC already promotes civic engagement in its Corpsmembers through participation in community events. This year some of our youth assisted in hosting the Children's Water Education Festival held at the University of California, Irvine. The OCCC Corpsmembers operated

the recycling stations throughout the festival, teaching children what to recycle and compost. They were able to empower other youth in our community to be environmentally conscious and learned important hands-on leadership skills.

Through OCCC projects, Corpsmembers have a large community impact. Recently, through the Adopt-a-Channel project in association with Disneyland Resort, they have met important community leaders and contributed to removing over 5,000 pounds of debris and abatement of over 15,000 square feet of graffiti. Through the Sheriff's Department, Corpsmembers take pictures of the graffiti before its removal to help the Sheriff's Department record graffiti marks. This highly important project is environmentally beneficial in protecting our ocean and keeping our beaches clean. The OCCC will also be supporting Santa Ana River Conservancy, which will involve the restoration of the Santa Ana River, providing needed recreational opportunities, water quality protection, and land restoration to the Santa Ana community.

The OCCC also has a partnership with local social enterprise Monkey Business Café as well as the Fullerton Arboretum in their "Farm to Table" program. Corpsmembers obtain externships through this partnership, in which they alternate growing produce on the arboretum's farm and cooking the harvest in the kitchen of the Monkey Business Café. This enriches the community and brings a stronger connection to the Earth for Corpsmembers and café patrons alike.

Every year, three or four Corpsmembers, the CEO, and the Program Manager go to Sacramento for the California Association of Local Conservation Corps (CALCC) and California Conservation Corps, Government Education Day. They meet with senators and assembly members, tour the Capitol, participated in educational activities like develop a mock state budget, and learned about California's government. They have the opportunity to engage with Corpsmembers from other conservation corps around the state and observed our state government at work.

OCCC has for the last three elections served as a polling place at our Charter School site and utilized Corpsmembers as volunteers which provided experience and education concerning the voting process. OCCC also offers assistance to participants in enrollment in selective service and voter registration. Often times our participants are called for jury duty but have no idea of what to do, we assist them in the process.

OCCC has a strong commitment to civic service. "Serve" is a foundation concept in OCCC's mission. Participants' time at the OCCC is largely spent serving their communities. OCCC projects and on-the-job training opportunities cover Orange County: aiding recycling efforts, restoring its native habitats, protecting water supplies, and working on fee for service projects throughout the county. Corpsmembers and students leave the OCCC program with an understanding of our natural resources and why we must preserve them.

B. Indicate the number of youth that will participate in the civic engagement or leadership development opportunity.

These opportunities will be open to all OCCC students and Corpsmembers. In addition, the OCCC will collaborate with other Santa Ana Youth Service Provider Network organizations to engage additional youth.

C. Special consideration for organizations that can leverage funds to provide services to non-WIOA youth participants.

All services are open to 18 to 25 year old regardless of WIOA participation.

12. Supportive Services

A. Will your organization provide supportive services to youth such as gas cards, bus passes, childcare assistance, etc., please describe

WIOA participants receive monthly transportation assistance in the form of bus passes or gas cards to help them get to interviews and jobs. When transportation is not possible by bus then it will be provided by OCCC to assist the participant in maintaining employment. OCCC also provides interview attire, work uniforms, advanced training and certificates. Participants can receive many of these services even after they complete the OCCC program. WIOA Corpsmembers will also have access to a full time Placement Specialist who will assist with the placement of WIOA Corpsmembers after their work experience is completed. OCCC is now approved to provide a free daily lunch program for participants starting in the fall of 2015. Childcare is provided by onsite volunteers during school or workshop trainings.

B. Include Supportive Service Policy Attachment G

See attached Supportive Service Policy

13. Incentives

A. Will your organization provide incentives to youth for accomplishing program benchmarks or personal goals? If so, please describe

Yes, OCCC provides incentives to youth in the program from the onset of completing orientation throughout program service and at completion of service. Please see attachment H for a complete list of incentives

B. Include the Incentive Policy as Attachment H.

See attached Incentive Policy Attachment H.

14 Follow-Up Services

A. Elaborate on the type of services that will be provided to youth during each quarter during the 12 month follow-up period.

Case Managers continue to provide referrals, bridge community resources as needed and all of our other support services. Case Managers will continue to assess exited participant success and identify barriers that may require assistance in order to maintain retention of employment or continued education.

B. Describe if your organization will provide case management, job retention services, mentoring and ensure the participants attains their goals.

Case management will continue to be provided to ensure challenges are identified and services implemented for job retention. Mentoring and tutoring will also be provided as needed to ensure goals are achieved.

C. Describe how your organization will ensure that youth meet the performance indicators during the follow-up period.

Case managers keep contact logs on exited participants and file monthly reports and quarter reports on status, barriers identified and individual progress. Case Managers also during the follow-up period are sources of encouragement for the participant to seek higher education or develop new attainable goals for continued success. Documentation to provide evidence of performance includes but is not limited to: pay stubs, direct contact with employers, participant probation or employment reviews. Communication is a key component to the follow-up services and consistent reminders that OCCC support services will continue to be available to assist with needs.

D. Describe if your organization will provide youth with incentives or supportive services during follow-up to assist youth retention.

Santa Ana WIOA participants will receive follow-up services for twelve months after they finish the program. Their case manager will contact them once a month or more, as needed. They can receive monthly transportation services: a bus pass or gas card. They will receive job leads from both their case manager and the Corps-to-Career Specialist, as well as resume help and other work readiness assistance. They are eligible for help with interview outfits and/or work uniforms. In addition OCCC will also refer those who qualify to the Americorps scholarship program. The OCCC will also refer them to other organizations for additional services.

E. How often will the youth be engaged or receive services during the follow-up period.

At a minimum our case managers make contact monthly but are available on an as needed basis.

15. WIOA Performance Indicators

A. Include a flow chart or visual aid or brief explanation of how your organization will meet the following WIOA Performance Indicators:

See the attached flow chart immediately following the narrative to the questions below.

1. Percent of participants who are in education or training or unsubsidized employment during the 2nd quarter after exit.

Participants will complete objective assessments in work readiness, skill assessments and career exploration in the beginning of the program. Work readiness workshops that will cover topics such as work ethic, job retention, conflict resolution, and college success will be offered to participants throughout the program.

2. Percent of participants who are in education or training or unsubsidized employment during the 4th quarter after exit.
In addition to the objectives assessments and workshops offered throughout the program, follow up services will include transportation assistance in the form of bus passes and gas cards in order to have reliable transportation to work and or school. These services will help ensure that participants are entering into employment/education and are able to remain employed and stay in school.
3. Document the median earnings of participants in unsubsidized employment during the 2nd quarter after exit.
Paycheck stubs are collected from the participants in order to have an accurate record of participants' earnings.
4. Percent of participants who obtain recognized postsecondary credential or secondary diploma during participation or within 1 year after exit.
Participants will obtain credentials that lead to employment that is in demand. Examples of credentials that will be offered are high school diplomas, forklift license, food handler's license, security guard card and customer service. Participants will be connected to institutions that offer these credentials.
5. Percent of participants who, during the program, are in education or training that leads to a recognized postsecondary credential or employment AND who are achieving measurable skills gains.
Participants will be enrolled in training programs for credentials that lead to in demand jobs. Skills will be assessed during program participation by the WEX supervisor and case manager.
6. Effectiveness in serving employers
Participants placed with employers for WEX will be prescreened based on employers' standards and expectations. All participants will also have participated in work readiness workshops prior to WEX placement. Follow up with employers will take place regularly in order to assist the employer with any additional training or skills needed for the participant to be successful during the program.

16. Prior Outcomes

EXHIBIT 2

A. If your organization was previously awarded a WIOA contract through the Santa Ana Workforce Investment Board, OC Workforce Investment Board or Anaheim Workforce Investment Board please disclose your organization's past performance outcomes for the past 1-2 years from each WIB if applicable:

| Performance Outcomes (Santa Ana WIB grant) | | |
|--------------------------------------------|---------------------------------|---------------------------------|
| COMMON MEASURES | 2012 (Example: 5 ÷ 15 = 33%) | 2013 (Example: 5 ÷ 15 = 33%) |
| Increased Literacy/Numeracy Skills | 23 ÷ 24 = 96 % | 21 ÷ 22 = 95 % |
| Entered Employment or Post-Secondary | 9 ÷ 22 = 41 % | 6 ÷ 14 = 43 % |
| Attained Credential/Diploma/Certificate | 18 ÷ 20 = 90 % | 13 ÷ 20 = 65 % |

| Performance Outcomes (OC WIB grant) | | |
|-----------------------------------------|------------------|------------------|
| COMMON MEASURES | 2012 | 2013 |
| Increased Literacy/Numeracy Skills | 64 ÷ 106 = 60 % | 64 ÷ 97 = 66 % |
| Entered Employment or Post-Secondary | 115 ÷ 154 = 75 % | 104 ÷ 154 = 68 % |
| Attained Credential/Diploma/Certificate | 101 ÷ 133 = 76 % | 97 ÷ 123 = 79 % |

| Performance Outcomes (A WIB grant) | | |
|-----------------------------------------|----------------|----------------|
| COMMON MEASURES | 2012 | 2013 |
| Increased Literacy/Numeracy Skills | 21 ÷ 22 = 95 % | 25 ÷ 28 = 89 % |
| Entered Employment or Post-Secondary | 4 ÷ 11 = 36 % | 9 ÷ 16 = 56 % |
| Attained Credential/Diploma/Certificate | 3 ÷ 3 = 100 % | 12 ÷ 13 = 92 % |

17. Fiscal Competency

A. Describe the process used to capture and report fiscal data.

The OCCC is regularly monitored and audited by all funding agencies to assure compliance with grant budgetary and expenditure requirements, as well as having an annual independent audit by an outside CPA firm. Over the past five years, the OCCC has consistently received unqualified opinions on all of our annual audits conducted by an independent CPA firm.

With multiple revenue streams (federal, state, and local), the OCCC utilizes fund accounting to allocate, capture, and report fiscal data. Fund accounting allows expenses to be tracked and allocated to individual funding sources using a specific fund account and project code(s) for that fund account. The Santa Ana WIOA contract will be assigned a specific fund number and a specific project code. All allowable expenses will be tracked using the assigned project code(s). Direct program costs such as staff time, WIOA participants' salary, employer taxes, and other expenses will be tracked using the appropriate fund and project code(s) on time sheets.

We have dedicated accounting software MIP500, timekeeping software NovaTime 3000, and payroll system M3 to manage our fiscal responsibility. We also have several customized program/grant-specific databases (such as the Virtual One Stop system), ClientTrack on-line database, internally developed forms and custom databases to track a wide variety of program and grant outcomes, are utilized.

OCCC reports fiscal data to the OCCC's Board of Directors on a monthly basis and invoices contracts on a monthly basis. The OCCC ensures accountability and that expenditures are appropriate and planned. In order for staff to submit a purchase request, it must first be determined that the purchase is within budget and which appropriate fund will be charged for the purchase. All budgets and line item accounts are tracked and maintained on a monthly basis for all OCCC contracts/grants/departments. All purchase requests are reviewed by the Chief Financial Officer before payment is made. Any Purchase Request that appears to be over budget or not planned will be flagged by the Chief Financial Officer and reviewed by the Chief Executive Officer for final disposition. The Chief Financial Officer reviews monthly financials with the entire management team and with the Board of Directors.

OCCC invoices between the 20th and the 30th of each month for services provided in the previous month. Invoices are prepared by the Chief Financial Officer and approved by the Chief Executive Officer. All invoices are accompanied with proper supporting documentation. Once all costs for the month have been entered, an invoice is prepared along with all supporting documentation.

B. Attach a copy of the organization's procurement policies and procedures, Attachment I.

See attachment procurement policies and procedures.

C. What systems are used to ensure fiscal accountability, appropriate expenditures, and planned costs?

The OCCC uses MIP500 accounting software to track all our expenditure and planned costs. This grant will be assigned a unique fund number to track all financially related information. In addition to the accounting software, the OCCC also uses an Excel spreadsheet to track and present information to appropriate party. Also built into our operation is the multi-layered approval process for any expenditure incurred. Financial reports are reviewed monthly to ensure we stay in expenditure compliance and within planned costs.

D. Describe invoicing process and list qualifications of staff assigned to task.

Invoices are prepared on a monthly basis by the Chief Financial Officer and approved by the Chief Executive Officer. Financial reports are generated out of MIP500 and then translated onto an Excel spreadsheet and formatted as required for the invoice. Supporting documentation is then gathered to support the invoice. The CFO has a Bachelor of Science degree in Business Administration; option in Accounting and minored in Economics, a Master of Business Administration emphasis in Finance and over 16 years of managing non-profit grants. The CFO has direct experience with the SAWIOA grant for the past 7 years.

E. Describe how your organization's financial stability is not dependent on WIOA funds.

The OCCC is well diversified in our funding base. The OCCC has an operating budget of more than \$4.3 mil and more than 8 different sources of funding to ensure the overall operation will not suffer should we lose any single funding source or dependent of WIOA funding. The OCCC has and continues to work with our existing funders while continuing to explore funding opportunities, as we see an urgent need for our services.

F. Identify the percentage of budget that will go directly to youth (i.e.: work experience payments, direct training, supportive services, incentives, etc.) versus the percentage of overhead and administrative costs. (ex: 50% of budget will be directly spent on youth in the form of work experience and training, etc.).

A total of 93% will go directly to the youth in the form of wages, taxes, and benefits, supportive services, incentives, training, and project transportation. Specifically, 40% of the budget will go to participant wages, taxes, and benefits, 53% will be directed toward their training and case management with a remaining 7% as budgeted overhead.

G. Submit most recent 2 years of audited financial statements as Attachment T & U with the Audited Financial Statement Form signed (Attachment S).

See attached financial statements

18. Additional Attachments You may include additional documents such as flyers, brochures, training descriptions, and/or testimonials that support your proposal and/or further describe the program, as Attachment W.

EXHIBIT 2

See attached agency brochures, organization chart, Board of Directors list, recruitment flyer and participant email.



ORANGE COUNTY
CONSERVATION CORPS

Earn...Learn...Serve...
Tools to Green the Future!

EXHIBIT 2

toll free: (888) 641-CORP (2677)

1853 north raymond avenue | anaheim, ca 92801

www.hireyouth.org

WIOA Incentive Policy

Purpose:

Reward youth for attainment of WIOA performance indicators and/or key benchmarks toward those outcomes (including but not limited to attainment of employment skills and goals, mastering competency levels, participating in unpaid career exploration activities, etc.). Encourage youth to participate in activities throughout program duration, including the 12-month post-exit follow up period.

Procedures:

An incentive is a payment to a WIOA youth participant for the successful achievement of established and measureable goals as a result of WIOA program participation. The incentive must be linked to an achievement and must be tied to training and education, work readiness skills, and/or occupational skills attainment goal as identified in the Individual Service Plan (ISP). Such achievements must be documented in the participant's file as the basis for an incentive payment. All incentives are awarded in the form of a gift card.

Incentives may be awarded for, but are not limited to, the following goal accomplishments as a result of WIOA program participation:

- Achievement of measureable skills gains
- Attainment of degree or recognized certificate
- Placement in employment or education

OCCC Youth Incentive plan ensures the following:

- a. All incentive payments must be relevant to the results of the objective assessment of each participant's ISP.
- b. All incentive details must be specified in the participant's WIOA Incentives Log, including the amount that was provided, the funding source used and the participant's acknowledgement of receipt.
- c. Participant records (ISP/Case Notes/Incentive Log) and financial records pertaining to incentive payments must be made available for review by local, state, and federal monitors and must meet financial management standards in WIOA including tracking of actual expenditures against budgeted amounts and support for accounting records to ensure proper charging of costs.

**Incentive Services Processing**

1. **Program Specialist** is responsible for:
 - a. Informing participant of incentive services policy and the required documentation needed to justify services.
 - b. Assessing and recording incentive documentation.
 - c. Keeping a log of all incentives services received by each participant with a running total value.
 - d. Filing copies of proof of attainments of goals for incentive services (when applicable) in the participants' files.
 - e. Collecting and reviewing all documentation for accuracy.
 - f. Submitting the Incentive Request Form for review and approvals.

2. **Participant** is responsible for:
 - a. Securing proof of goal attainment to receive an incentive.

3. **Program Manager** is responsible for:
 - a. Ensuring a strategic process of establishing incentive plans for the youth participants to support best utilization of incentives based on budget constraints.
 - b. Reviewing and approving all Incentive Requests before submittal to the finance department.

4. **Fiscal Officer** is responsible for:
 - a. Verifying the availability of funds and notifying the Program Specialist and the Program Manager.
 - b. Processing payment.

Other:

All incentives are optional and are not required. All incentives will be provided at the discretion of the Program Manager and/or other Executive Staff.



ORANGE COUNTY
CONSERVATION CORPS

Earn...Learn...Serve...
Tools to Green the Future!

toll free: (888) 641-CORP (2677)

185 North Raymond Avenue | Anaheim, CA 92801

www.hireyouth.org

WIA Supportive Services Policy and Procedures

Purpose:

To establish guidelines for the issuance of supportive services to youth enrolled in a WIA funded program and are actively engaged in WIA Title I activities and/or post-exit follow up services.

Reference:

WIA section 101(46) and Federal Register 20 CFR section 664.440.

Procedures:

ELIGIBILITY:

1. To request and receive support services, a participant must be actively enrolled in one (1) or more of the ten (10) required program elements, including during follow-up services.
2. Supportive services will be approved upon verification of enrollment and participation in required program elements, when it is necessary for youth to participate in required program elements, and when the youth is unable to obtain supportive services through any other program or agency.
3. Provision of support services is not an entitlement and it will be determined what supportive services are reasonably required for youth based on individual need, assessment results, and the Individual Service Plan (ISP).

AVAILABILITY OF FUNDS AND ASSESSMENT OF NEED:

1. All Support Services not offered through OCCC are processed on a reimbursement basis.
2. Support services are delivered contingent upon availability of funds.
3. Initial assessment of need will be determined by the Program Specialist. The need for services will be recorded on the Individual Service Plan (ISP) and through on-going assessment.
4. Program Specialist is responsible for determining if transportation is a significant barrier to participation in required program elements, and whether or not the youth were unable to obtain services through another program or agency.
5. Supportive services may be provided while a participant is enrolled in 1 or more of the 10 elements, including when a participant has exited the program and is eligible for follow up services. Supportive services must be determined based upon the individual and must include a review/assessment of the participant's need for supportive services to meet goals and clearly documented in the case file. Supportive service



ORANGE COUNTY
CONSERVATION CORPS

obligations and expenditures are to be tracked separately and are subject to the additional policies below.

SUPPORT SERVICES PROCESSING

1. Program Specialist is responsible for:
 - a. Assessing and recording needed services on the ISP form.
 - b. Informing participant of support service policy and the required documentation needed to justify services.
 - c. Referring participant to other supportive services offered outside of OCCC's program. Describe the method for documenting need and the absence of such services through non-WIA resources.
 - d. Reviewing and approving most reasonable estimates.
 - e. Keeping a log of all supportive services received by each participant with a running total value.
 - f. Filing copies of receipts for supportive services (when applicable) in the participants' files.
 - g. Collecting and reviewing all Invoices/statements for accuracy.
 - h. Submitting the Supportive Services Request Form for review and approvals.
 - i. All value cards shall be tracked with a Master Log.
1. Participant is responsible for:
 - a. Obtaining services that are referred by Program Specialist but not provided through OCCC.
 - b. Turn in appropriate documentation. If a participant fails to turn in appropriate documentation, no supportive services will be provided.
 - c. Any lost/stolen/destroyed prepaid value cards requests need to be submitted with an affidavit from the participant.
2. Program Manager is responsible for:
 - a. Reviewing all Supportive Service Receipts before submittal to the finance department and ensures that no deduction is submitted for an initial issuance to a grant funded participant.
 - b. Program Manager will appoint a custodian who will keep the value cards in a secured storage place and keep a Master Log of all value cards.
 - c. Program Manager will perform inventory of value cards at least on quarterly basis and/or make corrective actions to ensure the policy is followed.
3. Chief Executive Officer is responsible for (when necessary and applicable):
 - a. Reviewing and approving Invoices/statements for payment.
4. Fiscal Officer is responsible for:
 - a. Verifying the availability of funds and notifying the Program Specialist



ORANGE COUNTY
CONSERVATION CORPS

and the Program Manager.

b. Processing payment and use approved contractor policies.

Supportive Services:

TRANSPORTATION SERVICES:

1. Bus Passes

- a. One 30-day bus pass will be issued per month.
- b. In the event the participant loses a bus pass, the participant will be charged for the cost of the replacement, except at the discretion of the Case Manager and approval from the Program Manager.
- c. Program Staff are responsible for issuing the bus pass and completing the information necessary on the bus pass log, the bus pass receipt form, and the voluntary deduction agreement form, if applicable.
- d. Copies of the bus pass receipt and Supportive Services Request Form (and voluntary deduction agreement, if applicable) will be kept in the participant file.

2. Gas Cards

- a. To receive a gas vouchers, the following conditions must be met: The participant must have a current California State Driver's License, have valid insurance, and have the legal right to operate a vehicle involved. Copies will be placed in the participant file.
- b. Program Staff are responsible for informing the Program Manager the participant is eligible to receive gas cards. A gas card request form must be submitted with copies of California State Driver's License, insurance card, and vehicle registration for initial gas card issuance.
- c. One gas card will be issued per month. In the event the participant loses the gas card, the participant will not receive a replacement. Exceptions will be made at the discretion of the Program Manager.
- d. Participants must agree to provide receipts from the gas station as proof the gas card was utilized to pump gas. The receipts submitted must be dated the same month the gas card was provided and must total the exact amount of the gas card issued.
- e. Program Staff are responsible for issuing the gas card, making copies of the receipts to place in grant files and for completing the information necessary on the gas card log and the gas card receipt.
- f. Copies of the gas card receipt and Supportive Services Request Form will be kept in the participant file.

Other:

All supportive services under the WIA OCWIB/County of Orange Supportive Services Matrix will be provided at the discretion of the Programs Manager and/or other Executive Staff. Other supportive services in addition to the ones mentioned above will follow the same procedures when applicable.



ORANGE COUNTY
CONSERVATION CORPS

Earn...Learn...Serve...
Tools to Green the Future!

toll free: (888) 641-CORP (2677)

1858 north raymond avenue | Anaheim, ca 92801

www.hireyouth.org

Orange County Conservation Corps Paid Work Experience Policy

Purpose:

To establish guidelines for the paid youth work experience of any grant program governed by WIOA regulations and to provide youth with meaningful work experience in order to assure the successful completion of our program.

Eligibility:

- An individual must be WIOA eligible and enroll with Orange County Conservation Corps (OCCC)
- An individual must have legal right to work in the United States and be able to furnish proof upon enrollment in the program
- As it is with all WIOA services, provision of services is not an entitlement.

Placements:

- All participants will start at a minimum of \$10.00/hr and will be provided with paid sick leave.
- All participants will work up to 29 hours per week.
- All participant will have the opportunity to work a maximum of 600 hours.
- All placements will be made based on the individual interest and plans developed with Case Manager to support the youth in the career exploration and achievement of their goals. Placements will be available on OCCC crews and worksite partner organizations.

Roles and Responsibilities:

Case Manager is responsible for:

- Assessing and keeping record of youth's work experience needs and placements.
- Inform participant of the OCCC policies and formal procedures.
- In collaboration with the Placement and Recruitment Specialist and other staff, refer youth to placements.
- Providing counseling and guidance.
- Monitoring worksite compliance of labor laws and compliance with job description duties.

Participant is responsible for:

- Providing necessary documentation to assess eligibility and maintain legal right to work throughout duration of the program involvement.
- Follow OCCC;s procedures and protocols



ORANGE COUNTY
CONSERVATION CORPS

- Respect and cooperate with supervisor and fellow co-workers.
- Perform the very best of his/her abilities.
- Report and incidents or accidents to the supervisor and/or Case manager.

Placement and Recruitment Specialist is responsible for:

- Managing relationships with worksite representatives.
- Ensure all proper MOUs and in place and all policies are followed.
- Monitor activities of youth at worksites.

YSPN MEMBER PERFORMANCE PLAN 2018-2019

Orange County Conservation Corps

| WIOA YOUTH POPULATION | | |
|-------------------------------------------|-------|-------------------------|
| Youth Population | Ages | # of Youth to be Served |
| In-School | 16-18 | |
| Out-of-School (75% minimum) | 16-24 | 22 |
| TOTAL NUMBER OF YOUTH TO BE SERVED | | 22 |

| PROJECTED ENROLLMENTS & EXPENDITURES (NOTE: 100% OF YOUTH MUST BE ENROLLED BY 2 ND QUARTER-DECEMBER 31, 2018) | | |
|-----------------------------------------------------------------------------------------------------------------------------|------------------------------|------------------------------------|
| Quarter | # of Enrollments per Quarter | Estimated Expenditures per Quarter |
| 1 st | 10 | \$35,000 |
| 2 nd (100% Enrollment Required) | 12 | \$45,000 |
| 3 rd | | \$50,000 |
| 4 th | | \$50,000 |
| TOTAL | | \$180,000 |

| 14 WIOA ELEMENTS mark a "x" next to the elements provided in your program | |
|------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| X | 1. Tutoring, study skills training, dropout prevention strategies |
| X | 2. Alternative secondary school services or dropout recovery |
| X | 3. Paid & unpaid work experience that have academic and occupational components, which may include: summer employment, pre-apprenticeship, Internships & job-shadowing, or On-the-Job training (20% of funds must be used for this element) |
| X | 4. Occupational skills training--priority for recognized credentials aligned with sectors in-demand |
| X | 5. Education offered concurrently with workforce preparation activities |
| X | 6. Leadership development-community service & peer centered activities |
| X | 7. Supportive Services |
| X | 8. Adult mentoring |
| X | 9. Follow-up services for not less than 12 months after exit (required) |
| X | 10. Comprehensive guidance & counseling drug & alcohol, etc. |
| X | 11. Financial literacy |
| X | 12. Entrepreneurial skills training |
| X | 13. Labor market information-career awareness and exploration |
| X | 14. Activities to help youth prepare for and transition to postsecondary education |

| PERFORMANCE MEASURES July 1, 2018-June 30, 2019 (Projected Benchmarks subject to change) | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| 1. % of Participants who are in education/training, or in unsubsidized employment during the 2 nd quarter after exit | Benchmark: 66% |
| 2. % of Participants who are in education/training, or in unsubsidized employment during the 4 th quarter after exit | Benchmark: 68% |
| 3. The median earnings of Participants in unsubsidized employment during the 2 nd quarter after exit | Benchmark: Pending* |
| <i>*Pending further State and Federal guidance.</i> | |
| 4. % of participants who, during the program, are in education or training that leads to a recognized postsecondary credential or employment AND who are achieving measurable skill gains | Benchmark: Pending* |
| <i>*Pending further State and Federal guidance.</i> | |
| 5. % of Participants who obtain a recognized postsecondary credential or secondary diploma during participation OR within 1 year after exit | Benchmark: 58% |
| 6. Effectiveness in serving employers | Benchmark: Pending* |
| <i>*Pending further State and Federal guidance.</i> | |

COMPLAINT HANDLING
UNDER THE
WORKFORCE DEVELOPMENT ACT

SANTA ANA
WIOA

Santa Ana Local Workforce Development Area
Revised April 25, 2018

EXHIBIT C

25H-158

Table of Contents

| | | |
|------|-------------------------------------------------------------------------|----|
| I. | Information Regarding Complaints_____ | 3 |
| | A. Nondiscrimination and Equal Opportunity Complaints_____ | 3 |
| | 1. Policy Statement_____ | 3 |
| | 2. Civil Rights_____ | 4 |
| | 3. Nondiscrimination laws under WIOA_____ | 4 |
| | 4. How to File Your Complaint_____ | 5 |
| | B. Criminal Complaints_____ | 6 |
| II. | General Procedures for Handling Non-Criminal Violations of the Act_____ | 6 |
| III. | Procedures for Handling Complaints at the LWDA Level_____ | 8 |
| IV. | Procedures for Handling Complaints at the State Level_____ | 12 |
| V. | Procedures for Handling Discrimination Complaints by Participants_____ | 15 |
| VI. | Procedures for Handling Disability Complaints by Participants_____ | 17 |
| | GLOSSARY OF WIOA TERMS_____ | 20 |

I. Information Regarding Complaints

A. Nondiscrimination and Equal Opportunity Complaints

1. Policy Statement

In carrying out the purpose of the Workforce Innovation Opportunity Act (WIOA), the City of Santa Ana Local Workforce Development Area (LWDA) will establish programs to prepare youth and unskilled adults for entry into the labor force and to afford job training to those individuals facing serious barriers to employment. Every effort will be made to provide services necessary for eligible individuals to obtain productive employment.

In implementing WIOA, all contractors in the Santa Ana LWDA will foster equal opportunity and non-discrimination, as provided in State and Federal equal opportunity and non-discrimination laws including, but not limited to:

- Title VI of the Civil Rights Act of 1964
- Title VII of the Civil Rights Act of 1964
- The Age Discrimination Act of 1975, as amended
- Section 503 of the Rehabilitation Act of 1973
- Section 504 of the Rehabilitation Act of 1973
- Title IX of the Education Amendments of 1972
- Section 188 of the Workforce Innovation Opportunity Act of 2014

In keeping with our commitment, no individual shall be excluded from participation in, denied benefits of, subjected to discrimination under, or denied employment, in the administration or of in connection with any WIOA funded program because of race, color, religion, sex, national origin, age, disability, or political affiliation or belief.

Participation in programs and activities financially assisted in whole or in part under WIOA shall be open to citizens and nationals of the United States, lawfully admitted permanent resident aliens, lawfully admitted refugee, parolees, and other individuals authorized by the Attorney General to work in the United States.

No individual will be intimidated, threatened, coerced, or discriminated against because of filing a complaint, furnishing information, or assisting or participating in any manner in an investigation, compliance review, hearing or any other activity related to the administration of WIOA.

EXHIBIT 2

Administration responsibility for this Equal Opportunity/Affirmative Action (EO/AA) Program is delegated to the Equal Employment Opportunity (EEO) Officer for the Santa Ana local Workforce Development Area. Equal opportunity and non-discrimination, however, will only be achieved through leadership and implementation of a viable Affirmative Action Equal opportunity Program.

2. Civil Rights

No one applying for or enrolled in the Workforce Innovation Opportunity Act (WIOA) programs may be discriminated against because of race, color, creed, disability, national origin, sex, age, political affiliation, or beliefs.

This means that – for any of the characteristics listed above:

- You may not be denied the opportunity to enroll in WIOA.
- No benefits or services may be denied you for discriminatory reasons.
- You may not be segregated or treated any differently from other applicants or participants, while you are being registered, interviewed, counseled or tested; or while you are working or attending classes as part of the program.
- You must be provided an equal chance to use all facilities available in the program.
- Fair employment practices must be provided to all staff with regard to recruiting, hiring, transferring, promotions, training, compensation, benefits, layoff, and termination.

You have the right to make a complaint if you feel you have been denied any of the above opportunities. You cannot in any way be penalized for filing a complaint. Your WIOA sponsor has established a mechanism for handling complaints and grievances. Your complaint must be filed within 180 days. All complaints will be handled confidentially.

3. Nondiscrimination Laws under WIOA

Title VI of the Civil Rights Act of 1964

Prohibits discrimination on the basis of race, color, national origin, or religion.

The Age Discrimination Act of 1975

Prohibits arbitrary discrimination against persons age 40-70.

The Rehabilitation Act of 1973

Prohibits discrimination based on disability.
Title IX of the Education Amendments of 1972

Prohibits discrimination in any education or training program or activity receiving federal financial assistance.

OTHER CIVIL RIGHTS LAWS:

Title VII of the Civil Rights Acts of 1964

Prohibits discrimination in employment based on race, color, religion, sex, or national origin in all terms and conditions of employment and establishes the Equal Employment Opportunity Commission as the administrative agency.

White House Executive Order no. 11246 as Amended by Executive Order No. 11375

Creates the office of Federal Contract Compliance and prohibits discrimination based on race, color, sex, religion, or national origin.

Department of Labor Secretary's Order no. 4-73

Prohibits discrimination based on sex.

Equal Pay Act of 1963

Prohibits pay differential solely because of sex.

Emergency Employment Act of 1971

Prohibits discrimination based on race, creed, national origin, political affiliation, or beliefs.

4. How to File Your Complaint

- a. Put your complaint in writing.
- b. Have it sworn to before a notary public, if possible.
- c. Provides details that tell what happened, where it happened and when it happened.
- d. Give the name and addresses of all persons who were present or who had anything to do with the matter.

...Complaints on the basis of race, color, or national origin, age, sex, religion, political affiliation or belief, retaliation and citizenship, must be filed within 180 days of the alleged occurrence directly with:

Director
Civil Rights Center
U.S. Department of Labor, Room N-4123
200 Constitution Ave., NW
Washington, D.C. 20210

Complaints on the basis of disability must be filed within 180 days of the alleged occurrence. These complaints must be filed directly with the WIOA administrative entity. The WIOA administrative entity shall issue a written decision within 30 days of the filing of the complaint. If the complaint is still unresolved, an appeal may be made to the Chief of State Workforce Investment Division Office.

The Department of Labor, the Civil Service Commission, the Equal Employment opportunity Commission, and many other offices and agencies are committed to assuring equal employment opportunities for all persons. They will protect you.

A case may be taken to court if the other processes do not yield satisfactory results.

You may hire your own lawyer, or if you cannot afford one, the court may appoint one for you.

It is unlawful for an employer, union, or employment agency to punish you or any witness for attempting to present the facts in a case.

YOUR CIVIL RIGHTS UNDER THE
WORKFORCE INNOVATION OPPORTUNITY ACT
Santa Ana Local Workforce Development Area
1000 E. Santa Ana Blvd., Ste 200
Santa Ana, CA 92701
(714)565-2600

B. Criminal Complaints

In accordance with the WIOA and the implementing code of Federal section 667.600.... Federal handling of criminal complaints and report fraud, abuse and other criminal activity. "All information and complaints involving fraud, abuse or other criminal activity shall be reported directly and immediately to the City of Santa Ana and the Secretary of Labor."

II. General Procedures for Handling Non-Criminal Violations of the Act

The following procedure is promulgated to meet the requirements of Title 20, of the Code of Federal Regulations, Section 186 through 188 of the WIOA regulations, and Section 181 of the Act (Public Law 105.200: 29 U.S. Code Sec. 2931 et seq.) at the State and LWDA level for the

EXHIBIT 2

receipt, investigation, hearing, and resolution of complaints by WIOA participants, sub recipients, applicants for participation, or financial assistance, labor unions, community based organizations, or any other persons.

These procedures provide for resolution of non-criminal complaints arising from the operation of the Santa Ana LWDA.

A complaint is defined here as a written expression by a party alleging a violation of the Act, regulations promulgated under the Act, recipient grants, sub agreements, or other specific agreements under the Act, including terms and conditions of employment of such participants in employment training programs. All complaints, amendments and withdrawals shall be in writing. These procedures are intended to resolve matters which concern policies, procedures or action(s) arising in connection with WIOA programs operated by each LWDA grant recipient and sub recipient under the Act.

These procedures shall not be construed as affecting any other available legal remedy outside of the WIOA complaint process (i.e., disputes regarding terms and conditions of employment of any employee who is not a participant), either separately or simultaneously, that a person may wish to pursue in the resolution of a non-WIOA complaint. Also, these procedures do not restrict the LWDA grant recipient staff in carrying out informal discussion

-Procedures do not restrict the LWDA grant recipient staff in carrying out informal discussion and resolution of any problems outside of and without resort to the formal complaint procedure.

A. The following principles and rules apply to all complaints at all steps of the complaint procedures:

1. All complaints must be made in writing within 180 days of the alleged occurrence, except complaints alleging fraud or criminal activity.
2. All persons filing a complaint shall be free from restraint, coercion, reprisal, or discrimination. Good faith efforts shall be made to informally resolve the complaint prior to the scheduled hearing. Complainants have the right to withdraw their complaints (in writing) at any time prior to the hearing. A complainant may amend his/her complaint to correct technical deficiencies but not to add issues.
3. Complainants shall have the right to be represented at their own expense by person(s) of their choosing at all levels of the complaint process.
4. Upon enrollment into employment or training, participants shall be provided with a written description of these procedures, including notification of their right to file complaints and instructions for filing.

An employer of participants, including private-for-profit employers of participants, may use this or other complaint resolution procedures so long as the participant is informed of the complaint resolution procedure they are to follow and the time frames governing review of complaints are met.

A "participant", within the meaning of these procedures, is an individual who receives employment-training services under a program funded by Santa Ana LWDA. The Complaint Resolution Procedures contained herein (or the alternative procedures which an employer may use) shall be available to participants to resolve disputes regarding items and conditions of employment of such participants in employment training programs. However, such procedures shall not be used to resolve disputes regarding terms and conditions of employment of any employee who is not a participant, as defined herein.

5. If a complaint does not receive a decision at the LWDA grant recipient level within 60 days of filing the complaint or receives an unsatisfactory decision, the complainant then has a right to request a review of the complaint by the Governor.
6. Complainants must initially file and exhaust LWDA grant recipient/hearing procedures prior to appealing to the State except where the State determines that the LWDA grant recipient's procedures are not in compliance with the State's procedures.

III. Procedures for Handling Complaints at the LWDA Level

A. Receipt Complaints

Pursuant to the WIOA regulations found at 20 CFR, Section 683.600, the LWDA administrative entities have the responsibility to conduct hearings and resolve complaints made by individuals about the administration of programs in the LWDA. "LWDA level" encompasses LWDA administrative entity and employers to which the administrative entity has delegated the complaint resolution process. The following comprise the guidelines for resolving issues arising in connection with WIOA programs operated by the Santa Ana LWDA including resolutions of complaints arising from actions, such as audit disallowances or the imposition of sanctions taken by the Governor with respect to audit findings, investigations or monitoring reports.

1. Form and Filing of Compliant

Official filing date of the compliant is the date the written complaint is received. The filing of the complaint with the Santa Ana LWDA Equal Employment Opportunity Officer shall be considered as a request for hearing and a decision must be issued within 60 days. The complaint must be in writing and must be signed and dated. The complaint should also contain the following information:

- a. Full name, telephone number, if any, and mailing address of the complainant;
- b. Full name, telephone number, and mailing address of the agency involved (respondent);
- c. Clear and concise statement of facts including dates constituting alleged violation;

EXHIBIT 2

- d. What provisions under the Act, regulations, grant or other agreements under the Act, are believed to have been violated;
- e. Remedy sought by the complainant; and
- f. If the complainant is a private or public entity or corporation, and not a natural person, the filing of the complaint must be duly authorized by the governing body of such entity or corporation.

The absence of any of the requested information shall not be a basis for dismissing the complaint.

A copy of the complaint must be sent to the respondent and both parties notified of the opportunity for an informal resolution. At each step of the complaint process, the complainant must be notified in writing of the next procedural step.

2. Informal Conference

Informal conferences will be utilized by the Santa Ana LWDA to resolve complaints; however, such informal conferences shall not extend the time within which a decision must be issued after receipt of a complaint. Attempts at informal resolution will commence with two (2) weeks of the date of filing of the complaint.

- a. The EEO Officer will review the case and ascertain facts prior to the conference so that appropriate resolution can take place at the time of this meeting whenever possible.
- b. Although the complainant should be encouraged to attend this conference, his/her failure to do so should not preclude his/her right to request a hearing on the matter.
- c. If mutually satisfactory resolution results and the Santa Ana LWDA concurs, the EEO Officer will write a brief report for the file stating the issues and resolution. The matter shall then be considered closed.
- d. If resolution does not result, the complainant shall be provided the necessary information and assistance to request a hearing if he/she so desires.

3. Request for Hearing

- a. As in the case of the complaint, the request for a hearing should be put in writing and be filed in person or by mail. A governing board resolution of authorization to appeal should also be submitted when appropriate. The request should be filled with:

Jennifer Sommers
Sr. Personnel Analyst – EEO Officer
20 Civic Center Drive, M-24
Santa Ana, CA 92701
(714) 647-5348

- b. A hearing will be scheduled by the EEO Officer within thirty (30) days of the date of filing of the complaint.

4. Notice of Hearing

Upon receipt of the request for hearing, the complainant and the respondent will be notified in writing of the hearing ten (10) calendar days prior to the date of the hearing. The ten-day notice may be shortened with the written consent of the parties. A decision will be issued by the Santa Ana LWDA within sixty (60) days of the date of filing of the complaint.

The hearing notice shall be in writing and contain the following information:

- a. The date of notice, name of the complainant, and the name of the party against whom the complaint is filed.
- b. The date, time and place of hearing before an impartial hearing officer.
- c. A statement(s) of the alleged violation(s)
- d. Advise as to where information or assistance may be obtained, and the name, address, and telephone number of the Santa Ana LWDA Equal Employment Opportunities (EEO) Officer who can answer inquiries.

B. Conduct of Hearing

The hearing shall be conducted in an informal manner with strict rules of evidence not applicable. Unnecessary technicalities should be avoided. It should provide the flexibility to enable adjustment to the circumstances presented.

1. The hearing officer shall have complete independence to obtain facts and make decisions. The hearing officer shall be in a position to render impartial decisions and thus should not be subordinate to the Santa Ana LWDA or its sub recipients. The hearing officer will be selected from a list of names on file with the EEO Officer.
2. Full regard must be given to the requirements of due process to insure a fair and impartial hearing.
3. The hearing office designated by the EEO Officer to function in a quasi-judicial capacity should begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted, making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer might take testimony under oath or affirmation to give some assurance of veracity to the hearing.

EXHIBIT 2

4. The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.
5. The party involved should have the right to be represented (at their own expense) if he/she so desires. Other he/she is limited to his/her own abilities and those to the hearing officer in obtaining testimony in the case.
6. It is important that the hearing officer obtain the fullest information for the record. If the parties involved, or their representatives, do not know how to ask the right or pertinent questions in pursuing their right to due process, it shall be necessary for the hearing officer to step in to have all the materials and relevant facts elicited.
7. The practice in informal hearings is generally not to apply strict rules of evidence in obtaining facts. However, the quantity of evidence required to support a decision on an issue should be sufficiently credible that the state (or other appropriate agency), upon reviewing the decision, would conclude that the decision is supported by substantial evidence.
8. The hearing officer should attempt to negotiate a resolution of the issue at any time prior to the conclusion of the hearing.
9. Within ten (10) days of the conclusion of the hearing, the hearing officer will issue a recommended decision to the LWDA for final determination. The recommended decision shall be in writing and may be accepted, rejected or modified by the Santa Ana Workforce Development Board.

C. Issuance of Decision

Within sixty (60) calendar days of filing of the complaint, the Santa Ana LWDA shall issue a written decision to all parties by first class mail. The final decision shall contain the following information:

1. The name of the parties involved.
2. A statement of the alleged violation and issues related to the alleged violation.
3. A statement of the facts.
4. The decision and the reasons for the decision.
5. A statement of corrective action, if any, to be taken.
6. Notice of the right to request, within ten (10) calendar days of receipt of the decision, a review of the decision by the State Review Panel.

D. Record of Hearing

An administrative file containing support documents on the complaint resolution process hearing conducted will be retained by the Santa Ana LWDA. The purpose of a record is to serve as substantiation of the process followed by the Santa Ana LWDA on the resolution of the issues and the results. This information would then be available for subsequent review in the event the matter is raised with the State. Such records must be retained for a three-year period after the grant has been officially closed out.

The Santa Ana LWDA's written decision will be included in the record. Evidence received at the hearing, notes by the hearing officer, stenographer's notes and tape recordings may also be used.

E. Establishment of Complaint Procedures

In accordance with Section 683.600, each employing agency including private-for-profit employers of participants under the Act is required to establish a complaint procedure for resolving matters relating to the terms and conditions of employment. Employers may operate their own grievance system or may utilize the Santa Ana LWDA's established procedures under Section 683.600. At a minimum these procedures must include:

1. Written notice, upon enrollment into employment training services, of the scope and availability of such procedures. Employer's grievance procedures shall be set forth in a written document and must meet the regulation mandate that a complaint will be resolved with sixty (60) days from the date the complaint was filed. A copy of employer's grievance procedure shall be provided to each participant upon enrollment in employment training.
2. Written notice, at the time the grievance is filed, of the procedures under which the grievance will be processed.
3. Written notification of the disposition of the grievance and a written decision shall be issued within thirty (30) days of the filing of the grievance unless a present and long established grievance specifically provides other limits; and
4. Written notification of the participant's right to request a review of the employer's decision by the Santa Ana LWDA and the State Review Panel in accordance with Section 683.600.

IV. Procedures for Handling Complaints at the State Level

Section 181 (c) of the Act and the WIOA regulations at 20 CFR, Section 683.600 (d) requires the Governor to establish a State Review process of complaints filed at the LWDA grant recipient level and of complaints initially filed at the State level.

Appeals of decisions issued at the LWDA level including audit disallowances and sanctions shall be reviewed by the State Review Panel. The State Review Panel shall review the record

EXHIBIT 2

established at the LWDA level and shall issue a decision based on the information contained therein.

Complaints which may be initially filed at the State level will be heard by an independent hearing officer designated by the State Workforce Investment Division (WID). The hearing officer shall conduct a hearing and issue a recommended decision to the State Panel. The recommended decision shall be in writing and may be accepted, rejected or modified by the State Review Panel.

A. Form and Filing of Complaint.

1. Request for State Review of LWDA Level Decisions

On receipt of a complainant's request for review because of an unsatisfactory decision, the State shall provide for an independent state review.

2. Filing of Requests for State Review

The State Review Panel shall review all LWDA level decisions when a request for review is filed within 10 days of receipt of the adverse decision. Such requests must be filed in writing with the Chief of the WID Office. The request for review should contain the following information:

- a. Full name, address, and telephone number of the party requesting the review
- b. Full name, address, and telephone number of the other party
- c. A copy of the decision
- d. Brief statement of reasons for review or the section of the LWDA decision to be reviewed including regulatory and statutory citations
- e. A statement of the relief sought.

3. Complainant Responsibility

It is the responsibility of the complainant to include in the request for review a written statement setting forth the facts presented at the LWDA hearing which support the requested relief.

The Chief, WID, shall mail a copy of the request for review to the other party and to the LWDA. It shall be the responsibility of the LWDA to submit the complete record including a typed record of the hearing to the Chief, WID, within ten (10) days.

B. Conduct of Hearings.

1. Request for Hearing at the State Level

If no decision has been issued at the LWDA level or the State has determined an audit disallowance or imposed sanctions, the complainant may request a hearing. The hearing officer will then issue a recommended decision to the State's Review Panel for final determination.

2. Filing for Request for Review

The request for a State hearing shall be filed within ten (10) days after LWDA should have issued a decision or ten (10) days after the issuance of the audit disallowance or sanction. The request shall be filed directly with the Chief of the WID in writing and should include the following:

- a. Full name, address, and telephone number of the LWDA
- b. Name, address, and telephone number of the LWDA
- c. Copies of complaints made at LWDA level from which no decisions were issued or sanctions and imposed.
- d. A statement of basis for the request for hearing.

3. Evidentiary Hearing

Upon receipt of the request for a State level hearing, a hearing before a designated hearing officer will be scheduled.

The hearing will be recorded mechanically or by court reporter.

Both parties concerned will have the opportunity to present oral and written testimony under oath, to call and question witnesses in support of his/her position, to present oral and/or written arguments, to examine records and documents relevant to the issue(s), and to be represented.

The hearing officer shall issue a written decision, which shall be forwarded to the State Review Panel for final determination.

The State Review Panel may accept, reject or modify this recommendation. The decision of the State Review Panel is final except for audit disallowances, which must be approved by the Secretary of Labor

C. State Review Panel

The State Review Panel will consist of a panel of three representatives from the Employment Development Department: one from the Legal Offices, one from the WID, and one from the Director's office. The panel will issue a written decision, which will be sent to the appropriate parties within thirty (30) days of receipt of the request for State review.

Decisions issued by this panel, under the authority of the Governor, are final.

D. Issuance of State Review Decision.

The State review will be limited to violations of the WIOA, implementing WIOA regulations or the grant agreement. This review shall be limited to the record established at the LWDA hearing.

V. Procedures for Handling Discrimination Complaints by Participants.

- A. Complaints on the basis of race, color, or national origin, age, sex, religion, political affiliation or belief, retaliation, and citizenship, where appropriate, must be filed within 180 days of the alleged occurrence.
 - 1. It is the responsibility of the Santa Ana LWDA's Equal Employment Opportunity (EEO) Officer to determine jurisdiction and to make the complainant aware of and provide assistance in filing a complaint in accordance with the Santa Ana LWDA's procedure under Section II (A).

PROCEDURES FOR HANDLING NON-CRIMINAL COMPLAINTS

No later than
180 days of
alleged
discrimination

Handling of complaints filed at LWIA level arising in connection with WIA programs operated by LWDA's

Informal Resolution Process

Filing of Complaint/Request for Hearing

Notice of Hearing issued by LWIA

Hearing Conducted

LWIA Decision within 60 days

30 Days

60 Days

Unsatisfactory Decision or LWDA Decision not issued within 60 days

Within 10 days of receipt of unsatisfactory decision or 10 days from date LWIA decision should have been issued.

Request for State Review

Governor's Decision issued by State Review Panel

30 Days

If no decision issued by State Review Panel

Appeal to DOL

EXHIBIT 2

2. In cases where areas of authority overlap, it is the responsibility of the EEO Officer to advise the complainant of the existence of State, Federal and other proper action agencies, which may also have a bearing.
3. Complainants alleging discrimination under this part will be made aware of their right to file directly with the Office of Civil Rights (OCR), U.S. Department of Labor and applicable procedures.
4. Complainants must file their complaint directly with:

Jennifer Sommers
Sr. Personnel Analyst – EEO Officer
20 Civic Center Drive, M-24
Santa Ana, CA 92701
(714) 647-5348

VI. Procedures for Handling Disability Complaints by Participants

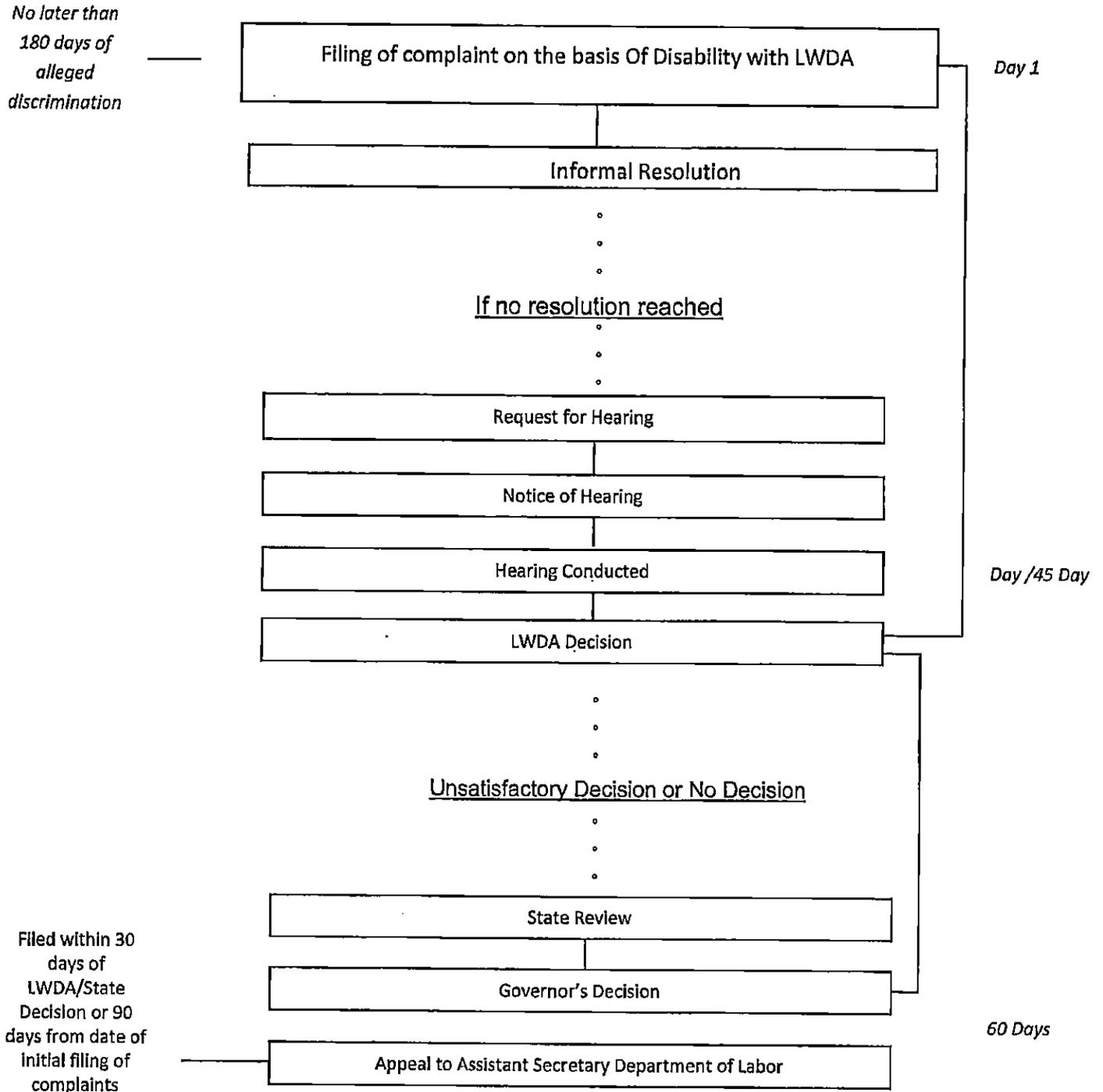
Complaints alleging discrimination on the basis of disability will be filed and processed under the Department of Labor regulations implementing Section 504 of the Rehabilitation Act of 1973 at 29 Code of Federal Regulations Section 32.

1. Complaints must exhaust the Santa Ana LWDA's informal resolution procedures before filing their complaint with OCR.
 2. Complainants will be made aware of the 180 days requirement in which to file his/her complaint.
- A. Procedures at the LWDA Level
1. The complainant shall file his/her complaint directly with the Santa Ana LWDA. Upon receipt of the complaint, the EEO Officer shall investigate and gather information concerning the complaint.
 2. An informal conference will be held with the parties concerned in an effort to resolve the issue(s). The complainant has the right to be present and may be represented during the conference.
 3. The Santa Ana LWDA shall issue in writing its decision to the complainant no later than thirty (30) days after the filing of the complaint.
- B. Procedures at the State Level
1. The complainant may appeal to the State if he/she is not satisfied with the decision of the Santa Ana LWDA.

EXHIBIT 2

2. The Complainant must file his/her appeal as a request for review directly with the Chief WID within ten (10) calendar days after the receipt of the Santa Ana LWDA's decision.
3. The Chief-WID, shall issue a decision no later than thirty (30) calendar days after receipt of the request for review.
4. After the complainant has received a decision or no decision has been received from the Director of Employment Development Department (on behalf of the Governor), the complainant has the right to appeal his/her complaint within thirty (30) calendar days to the Office of Civil Rights (OCR) with the Department of Labor.

PROCEDURES FOR HANDLING DISABILITY COMPLAINTS



GLOSSARY OF WIOA TERM

AGE DISCRIMINATION ACT – A law passed by Congress in 1975 which prohibits discrimination on the basis of age by any program or activity receiving Federal Funds.

APPLICANT – An individual who applies to a subrecipient or contract for services provided under WIOA and who has not yet transitioned to the status of participant.

ASSESSMENT – Services designed to determine each participant's employability, aptitudes, abilities and interests and to develop a plan to achieve the participant's employment and related goals; also to identify the available employment and training activities appropriate for the participant. Testing and counseling may also be used during assessment process.

CHARGING PARTY (CP), COMPLAINANT, GRIEVANT, OR AGGRIEVED PERSON – The person who charges that he/she has been discriminated against under Department of Justice nondiscrimination and civil rights regulations and/or guidelines.

DISCRIMINATION – In general, a failure to treat all equally, whether intentional or unintentional; the effect of an action, policy or practice which selects an individual or class of persons to receive unequal treatment.

ELIGIBLE NON-CITIZEN – Lawfully admitted permanent resident, aliens, lawfully admitted refugees, and parolees and other individuals authorized by the Attorney General to work in the United States.

EMPLOYER – An employer subject to the provisions of the Civil Rights Act of 1964, as amended, including state and local governments and any Federal agency subjects to the provisions of Section 717 of the Civil Rights Act, as amended; and any Federal contractor or subcontractor covered by executive Order 11246, as amended.

GRIEVANCE – An allegation that something imposes an illegal obligation or burden or denies some equitable or legal right, or causes injustice .

INDIVIDUAL WITH A DISABILITY – Any individual who has a physical or mental disability that constitutes or results in a substantial challenge to employment.

INTAKE – Includes screening to determine eligibility; to select from eligible applicants those individuals who are most in need and can benefit from program services; to complete procedural requirements necessary to enroll an individual into the program and to refer those not enrolled to other programs.

JOINT COMPLAINT – A complaint of employment discrimination covered by Title VII or the Equal Pay Act and by Title VI or Title IX. Individual "joint complaints" are normally investigated by EEOC

EXHIBIT 2

unless OCR has a compelling reason to investigate. "Joint complaints" alleging discrimination in employment and other practices and pattern or practice "joint complaints" are normally investigated by OCR.

JURISDICTION – Authority to investigate and resolve complaints against an institution subject to a law or statute which has been assigned to OCR for enforcement, i.e., Title VI, Title IX, etc.

PARTICIPANT – Any applicant who has: (1) Been determined eligible for participation upon intake; and (2) Who is receiving subsidized employment, training or services (except post-termination services) funded under the Act, following intake, except for an individual who receives only outreach and/or intake and assessment services.

CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
and COOPERATIVE AGREEMENTS

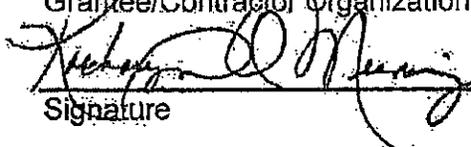
The undersigned certifies, to the best of his or her knowledge and belief, that:

- 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 any agency, 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 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 31 U.S.C. 1352. 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 occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure.

Orange County Conservation Corps
Grantee/Contractor Organization

Santa Ana WIOA
Program Title


Signature

Katharyn Muniz
Name of Certifying Official Signature

EXHIBIT D

25H-179

Certification Regarding Drug-Free Workplace Requirements

The certification set out below is a material representation upon which reliance is placed by the U.S. Department of Housing and Urban Development in awarding the grant. If it is later determined that the contractor knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the U.S. Department of Housing and Urban Development, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

CERTIFICATION

- A. The contractor certifies that it will provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing a drug-free awareness program to inform employees about --
 - (1) The dangers of drug abuse in the workplace;
 - (2) The contractor's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee who will be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph -(a) that, as a condition of employment under the contract, the employee will -
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
 - (e) Notifying the U.S. Department of Housing and Urban Development within ten days after receiving notice under subparagraph (d)(2) from an

EXHIBIT E

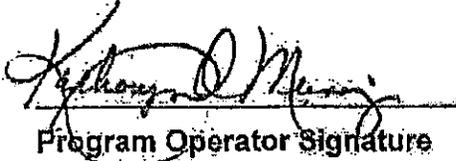
employee or otherwise receiving actual notice of such conviction;

- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted -
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The contractor shall insert in the space provided on the attached "Place of Performance" form the site(s) for the performance of work to be carried out with the grant funds (including street address, city, county, state, and zip code) .the contractor further certifies that, if it is subsequently determined that additional sites will be used for the performance of work under the contract, it shall notify the U.S. Department of Housing and Urban Development immediately upon the decision to use such additional sites by submitting a revised "Place of Performance" form.

5/8/2018

Date


Program Operator Signature

**DIVISION OF EMPLOYMENT SERVICES
PLACE OF PERFORMANCE
FOR CERTIFICATION REGARDING DRUG-FREE
WORKPLACE REQUIREMENTS**

Name: Katharyn Muniz

Name of Contractor: Orange County Conservation Corps

Contractor Number: A-2017-

Date: July 1, 2017 - June 30, 2018

The Contractor shall insert in the space provided below the site(s) expected to be used for the performance of work under the contract covered by the certification:

Place of Performance (include street address, city, county, state, zip code for each site);

1853 N. Raymond Ave. Anaheim, CA 92801

Address

EXHIBIT E

25H-182

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' Responsibilities. The regulations were published as Part VII of the May 16, 1988, Federal Register (Pages 19160-19211).

(Before completing certification, read instructions which are an integral part of certification)

1. The prospective primary participant, (i.e. grantee) certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Orange County Conservation Corps
Grantee/Contractor Organization

Katharyn Muniz
Name and Title of Official Authorized to Certify
On Behalf of the Grantee

May 8, 2018
Date

EXHIBIT 2

**Santa Ana Workforce Investmet Board Youth Council
Workforce Innovation & Opportunity Act
Program Year 2018/2019**

Budget Form

| Orange County Conservation Corps | Administrative | Program | Total WIOA | Match/In Kind |
|------------------------------------------------------------|------------------|-------------------|-------------------|-------------------|
| Personnel | | | | |
| Salaries (List titles and FTEs)* | 10,980 | 75,901 | 86,781 | 45,388 |
| Benefits* | 1,364 | 17,040 | 18,404 | 8,357 |
| Total Personnel | 12,344 | 92,841 | 105,185 | 53,745 |
| Operating Expenses | | | | |
| Rent - Occupancy Related* | - | - | - | 4,646 |
| Utilities | | | | |
| Phones | | | | |
| Internet fees | | | | |
| Parking fees | | | | |
| Security | | | | |
| Maintenance | | | | |
| Insurance | | | | |
| Equipment rental fees* | | | | |
| Vehicle lease charges (vehicles may not be purchased) | | | | |
| Office expenses (consumables) | | | | 1,355 |
| Accounting Services | | | | |
| Project Expenses | | | | 5,808 |
| Administrative Services | | | | 1,162 |
| Indirect costs (attach Indirect cost rate plan*) | | | | |
| Professional Services | | | | 3,001 |
| Marketing/Membership | | | | 1,258 |
| Finance Charges | | | | 2,130 |
| Staff training | | 100 | 100 | |
| Staff travel/mileage | | | | 900 |
| Participant Wages & Benefits* | | 53,657 | 53,657 | 26,828 |
| Support services* | | 13,200 | 13,200 | |
| Profit (for profits only) | | | | |
| Other (list)* | | | | |
| Incentives | | 3,300 | 3,300 | |
| Project Transportation | | 4,558 | 4,558 | 3,531 |
| Charter School | | | | 11,000 |
| Total Operating Expenses | - | 74,815 | 74,815 | 61,620 |
| GRAND TOTAL | | | | |
| (Total Personnel + Total Operating Expenses) | \$ 12,344 | \$ 167,656 | \$ 180,000 | \$ 115,365 |
| Follow-up Services (20 x \$400) (staff time + fol up svcs) | - | - | - | - |
| Grand Total with Follow-up Services | \$ 12,344 | \$ 167,656 | \$ 180,000 | \$ 115,365 |

EXHIBIT 2

| Santa Ana Workforce Investmet Board Youth Council Workforce Innovation & Opportunity Act Program Year 2018/2019 | | | | OCCC Direct Program Expenses |
|------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|----------------------------|----------------------|-----------------------------------------------|
| OCCC Staff Wages/Salaries | | | | WIOA |
| | | | | Amount |
| Administrative Staff | | | | |
| Chief Executive Officer | | | | 3,155 |
| Chief Financial Officer | | | | 2,830 |
| Executive Assistant | | | | 2,103 |
| Payroll Specialist | | | | 2,792 |
| Subtotal Admin Staff | | | | \$ 10,980 |
| Employer Taxes | | | | \$ 840 |
| Workers Compensation | | | | \$ 110 |
| Benefits | | | | \$ 414 |
| Subtotal Admin Staff Taxes/Benefits | | | | \$ 1,364 |
| Total Administrative Personnel | | | | \$ 12,344 |
| Program Staff | | | | |
| Programs Manager/Specialist Lead | | | | \$ 2,835 |
| WIOA Program Specialist | | | | \$ 37,128 |
| CM Deployment Specialist | | | | \$ 1,550 |
| Director of Operations | | | | \$ 3,133 |
| Project Manager | | | | \$ 2,855 |
| Crew Supervisor | | | | \$ 13,950 |
| Crew Supervisor | | | | \$ 12,800 |
| Subtotal Program Staff | | | | \$ 75,801 |
| Employer Taxes | | | | \$ 5,889 |
| Workers Compensation | | | | \$ 3,177 |
| Benefits | | | | \$ 7,974 |
| Subtotal Program Staff Taxes/Benefits | | | | \$ 17,040 |
| Total Program Personnel | | | | \$ 92,841 |
| Program Expenses | | | | |
| Project Transportation (vehicle, insurance, fuel, repair & maint) | | | | \$ 4,558 \$ 4,558 |
| Staff Training | | | | \$ 100 \$ 100 |
| Occupancy Related (rental, utilities, repair & maint) | | | | \$ - \$ - |
| Corpsmember (CM) Expenses | | | | |
| CM Stipends | # of CMs | Average Hourly Rate | Total hrs/ CM | WIOA Amount |
| CMs (up to 29 hr/wk) | 22 | \$11.00 to \$12 2019 | 4,356 | \$ 45,607 |
| Carry-overs | | | | |
| CMs Total Hours/Paid Work Experience | | | 4,356 | |
| Employer Taxes | | | | \$ 3,490 |
| Workers Compensation | | | | \$ 4,560 |
| CM Wages and Benefits Total | 22 | | | \$ 53,657 \$ 53,657 |
| Supportive Services/Uniforms/bus passes/gas cards/books/tuition/others | 22 | \$ 600 | | \$ 13,200 \$ 13,200 |
| CM Incentives | 22 | \$ 150 | | \$ 3,300 \$ 3,300 |
| Subtotal Cms Expenses | | | | \$ 74,815 |
| Total WIA | | | | \$ 180,000 |
| OCCC Match | | | | |
| OCCC Staff Salaries & Wages | | | | \$ 45,388 |
| Taxes & Benefits | | | | \$ 8,357 |
| OCCC Match - Participant Wages & Benefits | | | | \$ 26,828 |
| OCCC Charter School | | | | \$ 11,000 |
| OCCC Expenses | | | | \$ 18,791 |
| Total OCCC Cash & In Kind | | | | \$ 110,365 |

OC
CC
Matching

Santa Ana Workforce Investmet Board Youth Council
Workforce Innovation & Opportunity Act
Program Year 2018/2019

| | WIDA Direct | OC In-kind |
|---------------------------------------------|-------------------|------------------|
| Staff Salaries & Wages | | |
| Chief Executive Officer | 3,155 | 3,155 |
| Chief Financial Officer | 2,930 | 2,930 |
| Executive Assistant | 2,103 | 2,103 |
| Payroll Specialist | 2,792 | 1,675 |
| IT Manager | - | 4,918 |
| Director of Operations | 3,133 | 3,133 |
| Project Manager | 2,855 | 2,855 |
| Supervisor I | 13,950 | 7,750 |
| Supervisor II | 12,800 | 3,200 |
| Programs Manager/Specialist Lead | 2,835 | 2,835 |
| CM Development Specialist | 1,550 | 1,550 |
| WIA Program Specialist I | 37,128 | 6,552 |
| Career Transition Specialist | 2,731 | 2,731 |
| Sub-total Staff Salaries & Wages | \$ 87,982 | \$ 45,388 |
| Sub-total Staff Benefits | \$ 18,404 | \$ 8,357 |
| Total Staff Wages and Benefits | \$ 106,386 | \$ 53,745 |

| | Budget | WIDA Amount 4.8% | WIDA Portion | WIDA 4.8% | OC In-kind | Note |
|----------------------------------------------|-------------------|---------------------|--------------|-----------------|-------------------|-----------------------------------------------------------|
| Operating Expenses: | | | | | | |
| Administration | 24,000 | 1,162 | - | - | 1,162 | Staff training/staff and board meetings |
| Occupancy | 120,000 | 4,646 | - | - | 4,646 | Rent/utilities/phones/buildout/occupancy related |
| Financing/banking/payroll Charges | 44,000 | 2,130 | - | - | 2,130 | Bank/LOC/payroll processor fee |
| Marketing/Membership | 26,000 | 1,258 | - | - | 1,258 | Corps membership and outreach campaign |
| Office Expenses | 28,000 | 1,355 | - | - | 1,355 | Office supplies |
| Professional Services | 62,000 | 3,001 | - | - | 3,001 | CPA Audit/ HR/ Legal/ Consultant contracted services |
| Project Expenses | 120,000 | 5,808 | - | - | 5,808 | Cms tools/safety supplies/uniforms/project direct related |
| Transportation (see breakdown below) | 167,123 | 8,089 | 57% | 4,558 | 3,531 | Veh lease/purchases, veh allocation, fuel, ins, maint |
| Travel & Conference | 12,000 | 1,000 | 10% | 100 | 900 | Staff mileage and miscellaneous travels/conferences |
| OCOC Charter School | 6,000 | 6,000 | - | - | 6,000 | Cost associated with operating charter school |
| OCOC Participant Wages & Benefits | 26,828 | 26,828 | - | - | 26,828 | Other leveraged participants working hours & benefits |
| Total Operating Expenses | \$ 603,123 | \$ 61,277 | | \$ 4,658 | \$ 56,620 | |
| Total OCOC Match (Cash & In Kind) | | | | | \$ 110,365 | |

| | Total WIA Projected Hours | Total OCOC Projected Hours | Project % (WIA hrs/OCOC hrs) |
|--|---------------------------|----------------------------|------------------------------|
| | 4,356 | 90,000 | 4.8% |

| | Monthly | Budget 12 months |
|----------------------|------------------|---------------------|
| Fuel | 5,000.00 | 60,000.00 |
| Insurance | 6,000.00 | 72,000.00 |
| Repair & Maintenance | 250.00 | 3,000.00 |
| Vehicle Lease/Charge | 2,676.90 | 32,122.80 |
| Total | 13,976.90 | 167,122.80 |

EXHIBIT G

Assurances & Certifications

Selected providers will be required to sign and submit "actual" assurances and certificates as required by the City of Santa Ana and the Workforce Development Board on all contracts.

I recognize that I must give assurances for each item below. If I cannot, this proposal will be automatically rejected. *Please initial each box.*

- I am authorized by my Board of Directors, Trustees, other legally qualified officer, or as the owner of this agency or business to submit this proposal.
- We are not currently on any Federal, State of California, or local Debarment list.
- We will provide records to show that we are fiscally solvent, if needed.
- We have, or will have, all of the fiscal control and accounting procedures needed to ensure that WIA funds will be used as required by law and contract.
- We have additional funding sources and will not be dependent on WIA funds alone.

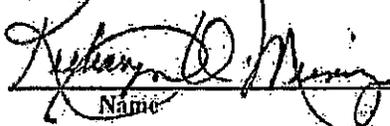
We do or will meet the applicable Federal, State, and local compliance requirements. These include, but are not limited to:

- Records accurately reflect actual performance.
- Maintain record confidentiality, as required.
- Reporting financial, participant, and performance data, as required.
- Comply with State and Federal fiscal and program activity audits.
- Complying with Federal and State non-discrimination provisions.
- Meeting requirements of Section 504 of the Rehabilitation Act of 1973.
- Meeting requirements of the American's with Disabilities Act of 1990. (submit completed survey)
- Meeting all applicable labor law, including Child Labor Law standards.
- Agree to provide a drug free workplace.
- Agree to insure the City of Santa Ana through General Liability Insurance and Automobile Liability Coverage in the amount of \$1,000,000.00 policy.
- Agree to provide all participants with Grievance Procedures.
- Agree to insure proposer's employees through Workers Compensation Insurance (including part-time employees)
- Procurement policies and procedures are in place and meet federal guidelines.

We will not:

- Place a youth in a position that will displace a current employee.
- Use WIA money to assist, promote, or deter union organizing.
- Use funds to employ or train of persons in sectarian activities.
- Use funds for youth in the construction, operation, or maintenance of any part of a facility to be used for sectarian instruction or religious worship.
- Use WIA funds for activities that would interfere with or replace regular academic requirements for eligible youth who are not dropouts.
- Use WIA funds to carry out programs funded under the School-to-Work Opportunities Act of 1994 unless the program(s) are only for youth eligible to participate under WIA.
- Use WIA money under this contract to purchase any equipment.

I hereby assure that all of the above are true.


CEO
5/8/2018

Name
Title
Date

EXHIBIT H

ADDITIONAL INSURED ENDORSEMENT
FOR COMMERCIAL GENERAL LIABILITY POLICY

Insurance Company Great American Alliance Insurance

This endorsement modifies such insurance as is afforded by the provisions of Policy # PAC 5154680 13 relating to the following:

1. The City of Santa Ana, 20 Civic Center Plaza, Santa Ana, California 92701; its officers, employees, agents, volunteers and representatives are named as additional insureds ("additional insureds") with regard to liability and defense of suits arising from the operations and uses performed by or on behalf of the named insured.

2. With respect to claims arising out of the operations and uses performed by or on behalf of the named insured, such insurance as is afforded by this policy is primary and is not additional to or contributing with any other insurance carried by or for the benefit of the additional insureds.

3. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

4. With respect to the additional insureds, this insurance shall not be cancelled, or materially reduced in coverage or limits except after thirty (30) days written notice has been given to the City of Santa Ana, 20 Civic Center Plaza, Santa Ana, California 92701.

(Completion of the following, including countersignature, is required to make this endorsement effective.)

Effective 2/8/2018, this endorsement form as a part of

Policy # PAC 5154680 13

Issued to Orange County Conservation Corps
Named Insured

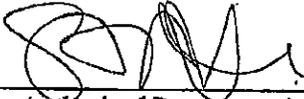
Countersigned by 
Authorized Representative

EXHIBIT 2



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/30/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|------------------------------------|
| PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc. LIC # 0726293 505 N Brand Blvd, Suite 600 Glendale CA 91203 | CONTACT NAME: Annie Lee PHONE (A/C No. Ext): 818-539-2300 E-MAIL ADDRESS: Annie_Lee@ajg.com | FAX (A/C No.): 818-539-2301 |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED Orange County Conservation Corps 1853 N. Raymond Ave. Anaheim, CA 92801 | INSURER A: Great American Alliance Insurance Co | NAIC # 26832 |
| | INSURER B: Great American Insurance Company of NY | NAIC # 22136 |
| | INSURER C: Navigators Insurance Company | NAIC # 42307 |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES **CERTIFICATE NUMBER: 438147840** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

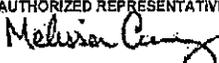
| INSR LTR | TYPE OF INSURANCE | ADD'L SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|------------------------------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | PAC 5154680 13 | 10/1/2017 | 10/1/2018 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$ |
| B | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp \$100 <input checked="" type="checkbox"/> Coll \$500 | | CAP 0991249 04 | 10/1/2017 | 10/1/2018 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000 | | UMB 5603795 13 | 10/1/2017 | 10/1/2018 | EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | | | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| C | Directors & Officers Directors & Officers | | NY17DOLV03181NV NY17DOLV03181NV | 10/1/2017 10/1/2017 | 10/1/2018 10/1/2018 | Per Claim : \$2,000,000 Aggregate : \$2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Policy : Abuse and molestation Coverage
 Policy #: PAC 5154680 13
 Carrier : Great American Alliance Insurance Co NAIC: 26832
 Term: 10/01/2017 -10/01/2018
 Each Occ : 1,000,000
 Aggregate : 3,000,000
 See Attached...

CERTIFICATE HOLDER

CANCELLATION

| | |
|----------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City of Santa Ana, Workforce Investment Board 1000 E. Santa Ana Blvd., Ste. 200 Santa Ana CA 92701 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|----------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

| | | | |
|-------------------------------------|-----------|------------------------------------------------------------------------------------------------|--|
| AGENCY Arthur J. Gallagher & Co. | | NAMED INSURED Orange County Conservation Corps 1853 N. Raymond Ave. Anaheim, CA 92801 | |
| POLICY NUMBER | | EFFECTIVE DATE: | |
| CARRIER | NAIC CODE | | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Policy : Professional Liability
 Policy #: PAC 5154680 13
 Carrier :Great American Alliance Insurance Co NAIC: 26832
 Term: 10/01/2017 -10/01/2018
 Each Occ : 1,000,000
 Aggregate : 3,000,000
 The City of Santa Ana, its officers, agents, employees and volunteers, and the State of California, its officers, employees, and volunteers are named additional insured/Funding Source with respect to the operations of the named insured per the attached CG 2026 endorsement. Such insurance is Primary and Non-Contributory. Workers Compensation coverage excluded, evidence only.

Named Insured : Orange County Conservation Corps

Policy No: PAC 5154680 13

CG 20 26 (Ed. 04 13)

Effective Date: 10/1/2017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

| |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Name of Additional Insured Person(s) or Organization(s): The City of Santa Ana, its officers, agents, employees and volunteers, and the State of California, its officers, employees, and volunteers</p> |
| <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p> |

A. SECTION II - WHO IS AN INSURED is amended to include as an additional Insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- 1. In the performance of your ongoing operations; or
- 2. In connection with your premises owned by or rented to you.

However:

- 1. the insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these Additional Insureds, the following is added to SECTION III - LIMITS OF INSURANCE:

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

- 1. required by the contract or agreement; or

EXHIBIT 2

2. available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Workforce Innovation & Opportunity Act

Youth Program Provider

Santa Ana Public Library

2018-2019

**MEMORANDUM OF UNDERSTANDING
UNDER THE WORKFORCE INNOVATION AND OPPORTUNITY ACT**

THIS SUBAWARD AGREEMENT, made and entered into this 1st day of July, 2018, by and between the City of Santa Ana, a charter city and municipal corporation duly organized and existing under the Constitution and laws of the State of California ("CITY") and the City of Santa Ana/Santa Ana Public Library, identified by the assigned Data Universal Numbering System (DUNS) Number 08-3153247 ("SUBRECIPIENT").

RECITALS:

A. CITY has been designated a Local Workforce Development Area (LWDA) under the Workforce Innovation and Opportunity Act of 2014, Public Law 1-113-128 ("the Act"), Catalog of Federal Domestic Assistance (CFDA) Number 17.259 and Federal Award Identification Number (FAIN) AA253421455A6.

B. The State of California has created the LWDA to administer the Act programs operated by the State of California pursuant to the Act.

C. As a LWDA, CITY is entitled to receive federal funds to establish programs to increase the employment, retention and earnings of Participants, and increase occupational skills attainment by Participants, and as a result, improve the quality of the workforce, reduce welfare dependency, and enhance the productivity and competitiveness of the nation ("said program")

D. SUBRECIPIENT is experienced in operating workforce development programs for at-risk youth that provide preparation for secondary and post-secondary education, occupational training, and employment skills for entry into the labor market.

E. SUBRECIPIENT is willing to operate said program pursuant to the Act and California law.

WHEREFORE, for and in consideration of the respective and mutual covenants and promises hereinafter contained and made, and subject to all the terms and conditions hereof, the parties hereto do hereby agree as follows:

**I.
SUBRECIPIENT'S OBLIGATIONS**

A. SUBRECIPIENT agrees to provide the following services pursuant to said program, as more specifically set forth in SUBRECIPIENT'S Program Narrative contained in "Exhibit A", as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA) per 2 CFR §200.331(a)(1)(ix), and in the Performance Indicators contained in "Exhibit B", per 2 CFR §200.331(d) and 2 CFR §200.328, both attached hereto and by this reference incorporated herein. SUBRECIPIENT'S failure to provide said services may be grounds for CITY to readjust the level of payment to SUBRECIPIENT otherwise provided for hereinafter.

B. SUBRECIPIENT agrees to provide benefits to individuals who participate in the activities and services funded by this Agreement ("Participants") in accordance with the standards and requirements set forth in the Act.

C. SUBRECIPIENT agrees to perform the services set forth herein in a professional, timely and diligent manner.

D. SUBRECIPIENT shall provide wages and benefits Participants in accordance with the standards and requirements of the Act, including Section 181 of the Act.

E. SUBRECIPIENT shall adhere to the Labor Standards described in the Act, including Section 181 of the Act.

F. SUBRECIPIENT agrees to comply with the "Complaint Handling Procedures Under the WIOA", attached hereto as "Exhibit C" and incorporated herein as though fully set forth in 20 CFR 6658-.411. SUBRECIPIENT shall advise Participants of their rights to file complaints under the Act and the procedures for resolution of any complaints. CITY's procedures for handling complaints alleging a violation of the Act, regulations, grants, or other agreements under the Act shall be followed and any decision of CITY, the State or the federal government relating to the complaint shall be binding and followed by SUBRECIPIENT. SUBRECIPIENTS who are employers shall operate a grievance system that incorporates CITY's procedures for resolution of complaints relating to the terms and conditions of employment; these procedures shall be approved in writing by CITY.

G. As a condition of this award of financial assistance under the Act to SUBRECIPIENT from CITY, SUBRECIPIENT assures, with respect to operation of all programs or activities funded with funds provided pursuant to the Act, and all agreements or arrangements to carry out such programs or activities, that it will comply fully with the nondiscrimination and equal opportunity provisions of the Act (Section 188) and compliance with Equal Employment Opportunity provisions in Executive Order (E.O.) 11246, as amended by E.O. 11375 and supplemented by the requirements of 41 CFR Part 60; 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; the Americans with Disabilities Act of 1990; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including, but not limited to, 29 CFR Parts 33 and 37. The United States, the State of California and CITY have the right to seek judicial enforcement of this assurance.

H. SUBRECIPIENT agrees that no participant(s) shall commence training prior to the approval of funding pursuant to Section 123 of the Act.

I. SUBRECIPIENT agrees to the following accounting, monitoring, auditing, and review requirements:

1. SUBRECIPIENT agrees to maintain such records and submit such reports, data and information, on the form and containing such information, at such times as CITY may request or require regarding the performance of SUBRECIPIENT'S services or activities, costs or other data, including but not limited to, Participants' attendance, payroll records and job duty statements.

2. SUBRECIPIENT agrees to forward to the Santa Ana Work Center Administrative Office, 801 W. Civic Center Dr., Suite 200, Santa Ana, California 92701 completed Workforce Innovation and Opportunity Act Application form and supporting documents; a complete Workforce Innovation and Opportunity Act Enrollment; any subsequent updates; Workforce Innovation and Opportunity Act Youth Test Scores form; Workforce Innovation and Opportunity Act Exit form upon completion/termination of active enrollment of participant; and the Workforce Innovation and Opportunity Act Follow-Up form within 20 days following 30, 60, 90, 180, 270, and 360 days of exit. SUBRECIPIENT agrees to enter information on the State of California's CalJobs database system as instructed and requested by the Santa Ana Work Center Administration.

3. CITY, the State of California and the United States government and/or their representatives shall have access for purposes of monitoring, auditing and examining of SUBRECIPIENT'S activities, performance, books, documents, papers, and records of SUBRECIPIENT SUBRECIPIENTS, bookkeepers and accountants, and employees and Participants related to this Agreement. Such agencies or representatives shall also schedule on-site monitoring in their discretion. Monitoring activities may also include, but are not limited to, questioning employees and Participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of SUBRECIPIENT are kept (2 CFR §200.330). Nothing herein shall be construed to require access to any privileged or confidential information as set forth in federal or state law.

4. In the event SUBRECIPIENT does not make the above-referenced documents available within the City of Santa Ana, California, SUBRECIPIENT agrees to pay all necessary and reasonable expenses incurred by CITY in conducting any audit at the location where said records and books of account are maintained.

5. All accounting records and evidence pertaining to all costs of SUBRECIPIENT and all documents related to this Agreement shall be kept available at the location where SUBRECIPIENT conducted the program, as well as in the County of Orange, for the duration of this Agreement and thereafter for three (3) years after completion of an audit. Records which relate to (a) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement, or (b) costs and expenses of this Agreement to which CITY, the State of California or the United States Government take exception, shall be retained beyond the three (3) years until resolution of disposition of such appeals, litigation, claims, or exceptions.

J. Without prejudice to any other section of this Agreement, SUBRECIPIENT shall, where applicable, maintain the confidential nature of information provided to it concerning Participants in accordance with the requirements of federal and state law. Notwithstanding the foregoing, SUBRECIPIENT agrees to submit to CITY, the State of California and/or the United States Government or their representatives, all records requested for administrative purposes, including audits, examinations, monitoring and verification of records submitted by SUBRECIPIENT, costs incurred and services rendered hereunder.

K. SUBRECIPIENT agrees to complete a monthly Invoice form showing in detail the amount of money already expended by SUBRECIPIENT hereunder, as this is a cash reimbursement contract. Accounting records must be supported by such source documentation as invoices, bills,

statements, proof of payment, such as cancelled checks, payment confirmations, account statements, paid bills, payroll records, time and attendance records, and contract and subgrant award documents(2 CFR §200.101(b)(2)). SUBRECIPIENT agrees to submit the above-stated documents to the WDB Administrative Office, 1000 East Santa Ana Blvd., Suite 200, Santa Ana, California, 92701, by the tenth (10th) day of the month following the month in which SUBRECIPIENT'S services are performed. Should SUBRECIPIENT fail to deliver said documents to CITY within thirty (30) days of said deadline, CITY shall provide SUBRECIPIENT with written notice of such deficiency. If said deficiency is not corrected within thirty (30) days of mailing such written notice, CITY shall have the option to deobligate SUBRECIPIENT's funds and cancel this Agreement by giving SUBRECIPIENT ten (10) days written notice thereof. SUBRECIPIENT shall either return to the CITY excess revenues over costs or use such excess revenues as program income for additional training activities authorized under the Act.

L. SUBRECIPIENT agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations. SUBRECIPIENT also agrees to provide, at SUBRECIPIENT'S own expense, supplies and other costs of said PROGRAM.

M. SUBRECIPIENT shall arrange independently for an audit that includes WIOA funds received from CITY, in accordance with the Act, 2 CFR 200.500. SUBRECIPIENT shall submit one original of each required audit report to CITY within thirty (30) days after the date received by SUBRECIPIENT. Should SUBRECIPIENT fail to comply with these requirements, CITY may, at its option, withhold payment of funds, disallow funds, or suspend additional grant funds.

N. SUBRECIPIENT shall not expend funds pursuant to this Agreement to provide services to any participant where costs of training are paid for by any other person or entity.

O. SUBRECIPIENT shall comply with the provisions of Circular A-102 of the U.S. Office of Management and Budget (OMB) and the related "Common Rule" entitled "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Government", Subpart C, paragraphs 37 and 42, Circular A-128, and all other applicable federal statutes and executive orders and their implementing regulations, including regulations at 29 CFR Part 97.

P. SUBRECIPIENT shall comply with the requirements of federal regulations found at 29 CFR Part 93, which provide that no appropriated funds may be expended by the recipient of a federal contract, grant, loan or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, member of Congress or an officer or employee of a member of Congress in connection with awarding of any federal contract, the making of any federal grant or loan, entering into any cooperative agreement and the extension, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. SUBRECIPIENT shall sign a Certification Regarding Lobbying to that effect in a form as set forth in "Exhibit D," attached hereto and by this reference incorporated herein. SUBRECIPIENT shall submit said signed Certification to CITY prior to performing any of its obligations under this Agreement and prior to any obligation arising on the part of CITY to pay any sums to SUBRECIPIENT under the terms and conditions of this Agreement.

Q. SUBRECIPIENT agrees to provide a drug-free work place and to execute a Drug Free Workplace Certification as set forth in "Exhibit E" attached hereto and incorporated herein by this reference.

R. SUBRECIPIENT, in accordance with the Child Support Compliance Act, recognizes and acknowledges the importance of child and family support obligations and shall fully comply with all state and federal laws relating to child and family support enforcement, including, but not limited to: disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the state Family Code; and, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Employee Registry maintained by the California Employment Development Department (EDD).

S. SUBRECIPIENT agrees to comply with all applicable provisions of the Act, and all applicable federal regulations, including, but not limited to, the Code of Federal Regulations, Subtitle A—Office of Management and Budget Guidance for Grants and Agreements, as well as all applicable state and local regulations.

T. SUBRECIPIENT agrees to remain in compliance with the Certification Regarding Debarment (“Exhibit F”), as required by the regulations implementing Executive Order 12549, Debarment and Suspension, (2 CFR Part 180).

U. SUBRECIPIENT agrees to provide priority of services for veterans and eligible spouses pursuant to 20 CFR Part 1010, and the regulations implementing priority of service for veterans and eligible spouses in Department of Labor job training programs under the Jobs for Veterans Act published at 73 Fed.Reg. 78132 on December 19, 2008.

V. SUBRECIPIENT acknowledges that the official name for the statewide system of providing employment and training through the WIOA partnerships and various other local programs is “America’s Job Center”. To achieve the goals of this grant, it is important that the public has a quick and easy method to identify that the projects or programs they are taking part in are part of the “America’s Job Center”. SUBRECIPIENT agrees to place the America’s Job Center logo, in accordance with the State of California guidelines for such use, on all public materials, such as statements, press releases, brochures, advertisements, reports and other documents describing projects or programs funded in whole or in part with WIOA funds. When the America’s Job Center logo is used, SUBRECIPIENT may accompany it with the following statement, “The (Program Name) is a proud partner of the America’s Job Center network”. SUBRECIPIENT shall not use the America’s Job Center logo in any manner that would imply that the State of California endorses a commercial product, service or activity.

II. CITY'S OBLIGATIONS

A. On Pending the CITY was awarded \$Pending in youth funds under the Act for fiscal year 2018-2019 from the Department of Labor, Employment and Training Administration. CITY agrees to pay to SUBRECIPIENT when, if and to the extent federal funds are received under the provisions of the Act a sum not to exceed \$120,445 or SUBRECIPIENT'S performance in accordance with the Budget attached hereto as "Exhibit G" and incorporated herein by reference, during the period of this Agreement. Said sum shall be paid after CITY receives invoices submitted by SUBRECIPIENT as provided hereinabove.

B. Pursuant to 2 CFR §200.331(a)(4), the Indirect Cost Rate for the SUBRECIPIENT's award shall be an approved federally recognized indirect cost rate negotiated between the SUBRECIPIENT and the Federal government, or, if no such rate exists, either a rate negotiated between the CITY and the SUBRECIPIENT, or a de minimis indirect cost rate as defined in 2 CFR §200.414(b) Indirect (F&A) costs.

C. SUBRECIPIENT has the ability to adjust line item amounts in the budget with the approval of the Executive Director, so long as the total Budget amount does not increase.

D. CITY agrees to provide for on-site monitoring reviews of said program operation at least annually. In addition, monthly desk-top reviews of pertinent information will be conducted.

E. CITY has the right to de-obligate the funds hereunder, and take such funding back from SUBRECIPIENT, due to any of the following reasons: (a) lack of performance by SUBRECIPIENT; (b) lack of fiscal accountability of SUBRECIPIENT; or (c) decrease in available funding.

III. TERM OF AGREEMENT

A. This Agreement shall commence on July 1, 2018, and all duties arising under this Agreement shall have been performed by June 30, 2019. The Term of this Agreement may be extended by a writing executed by the City Manager and the City Attorney. SUBRECIPIENT acknowledges and agrees that it must provide follow-up services for one (1) year after the Term, whether funded or not.

B. SUBRECIPIENT agrees to comply with the closeout procedures detailed in 2 CFR §200.343, including the following:

1. SUBRECIPIENT must submit, no later than ninety (90) calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award;

2. Unless the CITY authorizes an extension, SUBRECIPIENT must liquidate all obligations incurred under the Federal award not later than ninety (90) calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award;

3. SUBRECIPIENT must promptly refund any balances of unobligated cash that the CITY paid in advance or paid and that is not authorized to be retained by SUBRECIPIENT for use in other projects (See OMB Circular A-129 and 2 CFR §200.345);

4. SUBRECIPIENT must account for any real and personal property acquired with Federal funds or received from the Federal government in accordance with 2 CFR §§200.310-200.316 and 200.329; and,

5. The CITY should complete all closeout actions for the Federal award no later than one year after receipt and acceptance of all required final reports.

**IV.
INDEPENDENT CONTRACTOR**

Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

**V.
WORKER'S COMPENSATION AND EMPLOYER'S RIGHTS**

A. SUBRECIPIENT shall use appropriate funds received from CITY to provide workers' compensation to all those hired by SUBRECIPIENT under this Agreement.

B. SUBRECIPIENT shall have the right to hire, dismiss, or promote its employees or contract personnel hired under this Agreement so long as its hiring or dismissal policy or standard does not violate Title VII of the Civil Rights Act of 1964, Fair Labor Standards Act of 1938, or any other applicable law, and SUBRECIPIENT maintains itself as an Equal Opportunity employer.

**VI.
APPLICABLE GUIDELINES**

A. The parties hereto agree that SUBRECIPIENT shall comply with all applicable federal and state laws and regulations, including, but not limited to the Performance Indicators (**Exhibit B**) and general program requirements described in Sections 2 and 116 of the Act, and applicable regulations, and the U.S. Department of Labor guidelines and regulations, including amendments or revisions made during the terms of this Agreement. Said applicable laws are hereby incorporated by reference and made part of this Agreement as though fully set forth herein.

B. SUBRECIPIENT also assures and certifies that:

1. SUBRECIPIENT acknowledges and confirms that the U.S. Department of Labor has established six (6) performance indicators for youth: (a) Percent of Participants who are in education/training activities, or in unsubsidized employment during the 2nd quarter after exit; (b) Percent of Participants who are in education/training, or in unsubsidized employment during the 4th quarter after exit; (c) the median earnings of Participants in unsubsidized employment during the 2nd quarter after exit; (d) Percent of Participants who obtain recognized postsecondary credential or secondary diploma during participation or within 1 year after exit; (e) Percent of Participants who, during the program, are in education or training that leads to a recognized postsecondary credential or employment and who are achieving measurable skill gains; and, (f) effective in serving employers. SUBRECIPIENT agrees to implement and shall meet any additional performance indicators that may be subsequently required by the Workforce Innovation and Opportunity Act or by any other Federal,

State, and local law.

2. SUBRECIPIENT shall comply with Title VII of the Civil Rights Act of 1964 (P.L. 83-354) and in accordance with Title VII of the Act, requiring that no person shall, on the grounds of race, color, religion, sex, age, handicap or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

3. SUBRECIPIENT shall comply with any and all federal laws limiting the political activity of employees hired under this Agreement.

4. SUBRECIPIENT shall comply with the requirements that no program under the Act shall involve political activities.

5. RECORD INSPECTION. SUBRECIPIENT shall provide the U.S. Department of Labor and the Controller General, by and through any authorized representative, as well as the WIB Administrative Office, access to and the right to examine all records, books, papers or documents relating to the accounting and use of funds under this Agreement for a three-year period from and after the effective date of this Agreement.

6. No person with responsibilities in the operation of any program under the Act shall discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, political affiliation or beliefs.

7. SUBRECIPIENT shall maintain appropriate standards for health and safety in work and training situations.

8. SUBRECIPIENT shall comply with general provisions, assurances, and execute the Assurances and Certifications attached hereto as "Exhibit H" and incorporated herein.

9. EQUAL OPPORTUNITY. Any literature distributed by SUBRECIPIENT for the purpose of apprising businesses, Participants, or the general public of its programs under this Agreement shall state that its programs are supported by the City of Santa Ana and the Santa Ana Workforce Investment Board, and shall state that the program is an "equal opportunity employer/program" and that "auxiliary aids and services are available upon request to individuals with disabilities."

10. Based on the population eligible to be served, or likely to be directly affected by the WIOA program or activity, the services or information may need to be provided in a language other than English in order to allow such population to be effectively informed about or able to participate in the program or activity. Pursuant to 29 CFR 37.35, SUBRECIPIENT must take reasonable steps to provide services and information in appropriate languages after considering the scope of the program or activity, and the size and concentration of the population that needs services or information in a language other than English.

11. SUBRECIPIENT certifies that all property, finished or unfinished documents, data, studies and reports prepared or purchased under this Agreement, will be disposed of in accordance with the direction of the CITY. In addition, any tools and/or equipment furnished to the SUBRECIPIENT by the CITY and/or purchased by the SUBRECIPIENT with funds pursuant to this

Agreement, will be limited to use within the activities outlined in this agreement and will remain the property of the United States Government and/or CITY. Upon termination of this Agreement, SUBRECIPIENT will immediately return such tools and/or equipment to the CITY or dispose of them in accordance with the direction of the CITY.

12. SUBRECIPIENT certifies that this Agreement 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, as specified by Article XVI, Section 5, of the Constitution of the State of California, regarding separation of church and state.

13. PATENT, COPYRIGHTS AND RIGHTS IN DATA. The SUBRECIPIENT will disclose to the CITY any invention, written product, or computer program developed, or data assembled, as a result of performance of work under this Agreement, within seventy four (74) days of invention, development or assembly. The CITY, State of California, and U.S. Department of Labor will have the right to patent any invention and copyright any written product or computer program or data generated by SUBRECIPIENT. Upon written request, SUBRECIPIENT will transfer all pertinent information, specifications and right, title and interest to the designated agency.

14. INVENTIONS, PATENTS AND COPYRIGHTS.

A. **Reporting Procedure.** If any project produces patentable items, patent rights, processes, or inventions in the course of work under a U.S. Department of Labor (DOL) grant or agreement, the SUBRECIPIENT shall report the fact promptly and fully to the CITY. The CITY shall report the fact to the Grant Officer, at the DOL. Unless there is a prior agreement between the CITY and the DOL and its representative on these matters, the DOL shall determine whether to seek protection on the invention or discovery. The DOL and its representative shall determine how the rights in the invention or discovery, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the "Governmental Patent Policy" (President's Memorandum for Heads of Executive Departments and Agencies, August 23, 1971, and Statement of Government Patent Policy as printed in 36 FR 16889).

B. **Copyright Policy.**

1. Unless otherwise provided in the terms of the grant or agreement, when copyrightable material is developed in the course of or under a DOL Grant or agreement, the author and the CITY which developed the work is free to copyright material or to permit others to do so. The SUBRECIPIENT and the Workforce Development Board (WDB) shall have a royalty-free, nonexclusive and irrevocable license to reproduce, publish, use and to authorize others to use all copyrighted material.

2. The DOL reserves 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 in any work developed under any grant, sub-grant, or contract under a grant or subgrant; (b) Any right of copyright to which a grantee, subgrantee or a SUBRECIPIENT purchases ownership with grant support; and, (c) SUBRECIPIENT shall comply with the requirements of 29 CFR Part 97.34.

C. **Rights to Data.** The DOL and the CITY shall have unlimited rights to any data first procured or delivered under this Agreement.

15. **CLEAN AIR / CLEAN WATER ACT.** If the grant hereunder exceeds \$100,000, SUBRECIPIENT must comply with Section 306 of the Clean Air Act [(42 USC 1875(h)); Section 508 of the Clean Water Act (33 USC 1368); Executive Order 11738 and Environmental Protection Agency ("EPA") regulations (40 CFR Part 15) as any may now exist or be hereafter amended. Under these laws and regulations, the SUBRECIPIENT assures that:

- (a) No facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities;
- (b) It will notify CITY prior to award of the receipt of any communication from the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and,
- (c) It will notify the CITY and the EPA about any known violation of the above laws and regulations.

16. SUBRECIPIENT agrees to adhere to the following STANDARDS OF CONDUCT:

a. General Assurance. Every reasonable course of action will be taken by SUBRECIPIENT in order to maintain the integrity of this expenditure of public funds and to avoid favoritism. This Agreement will be administered in an impartial manner, free from errors to gain personal, financial, political gain. SUBRECIPIENT, its officers and employees, in administering this Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.

b. Employment of Former State or CITY Employees. SUBRECIPIENT will ensure that any of its employees who were formerly employed by the State of California or CITY, in a position that could have enabled such individuals to impact policy regarding or implementation of programs covered by this Agreement, will not be assigned to any part or phase of the activities conducted pursuant to this Agreement for a period of not less than two (2) years following the termination of such employment.

c. Conducting Business Involving Relatives. No relative by blood, adoption or marriage of any executive or employee of SUBRECIPIENT will receive favorable treatment when considered for enrollment in programs provided by, or employment with, SUBRECIPIENT.

d. Conducting Business Involving Close personal Friends and Associates. Executives and employees of SUBRECIPIENT will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering this Agreement, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for SUBRECIPIENT to conduct business with a friend or associate of an executive or employee of SUBRECIPIENT, an elected official in the area or a voting or non-voting member of the Workforce Investment Board (WIB), a permanent record of the transaction will be retained.

e. Avoidance of Conflict of Economic Interest. No executive or employee of SUBRECIPIENT elected official in the area, or voting or non-voting member of a WDB, will solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by SUBRECIPIENT or CITY. Supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes asserted or allowed under this Agreement. No voting member of the WDB will cast a vote on the provision of services or vote on any matter which would provide direct financial benefit to that member or any business or organization which the member directly represents.

f. Salary and Bonus Limitations. All Subrecipients of WIOA program funds are required to comply with federal requirements regarding the limitations on salary and bonus payments in accordance with Public Law 109-149, Section 7013.

VII. HOLD HARMLESS

A. SUBRECIPIENT shall indemnify and save harmless CITY, its officers, agents and employees, from and against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of CITY, and shall defend, indemnify and save harmless CITY, its officers, agents and employees, from any and all claims, demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitation, workers' compensation claims, resulting from or arising out of the negligent acts, errors or omission of SUBRECIPIENT, its employees or subcontractors.

B. SUBRECIPIENT shall indemnify and save harmless CITY, its officers, agents and employees, from and against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of CITY, and shall defend, indemnify and save harmless CITY, its officers, agents and employees, from and against any and all claims, demands, suits, actions or proceedings therefore, resulting from or arising out of the intentional or malicious acts of SUBRECIPIENT, its employees or subcontractors.

VIII. INSURANCE

1. Commercial General Liability. SUBRECIPIENT agrees to obtain and keep in force during the term of this Agreement a policy of comprehensive commercial general liability insurance insuring the State of California, CITY, and SUBRECIPIENT against any liability for accident, injury or death arising out of or in consequence of this Agreement. Such insurance shall be in an amount not less than One Million Dollars (\$1,000,000.00) for any injury to or death of any person or persons in any single accident or occurrence, with \$2,000,000 in the aggregate coverage. Said policy of comprehensive general liability insurance shall be endorsed to provide to CITY and to the State of California, Employment Development Department, at least thirty (30) days written notice prior to cancellation; name CITY, its officers, agents, employees, and volunteers, and the State of California, its officers, employees, and volunteers as Additional Insured; and state that such coverage is primary to any other coverage or self-insurance of the State of California and CITY (in substantially the form as

Exhibit I , Additional Insured Endorsement, attached hereto). Governmental entities may substitute a certificate of self-insurance.

2. Automobile Liability Coverage. SUBRECIPIENT shall also obtain and maintain, during the effective period of this Agreement, broad form automobile liability coverage with at least \$1,000,000 limit unless reduced by CITY, which applies to both owned/leased and non-owned automobiles used by SUBRECIPIENT employees or Participants in performance of this Agreement, or, in the event that CITY will not utilize such owned/leased automobiles but intends to require employees, Participants or other agents to utilize their own automobiles in the performance of this Agreement, SUBRECIPIENT shall secure and maintain on file from all such employees, Participants, or agents as self-certification of automobile insurance coverage. Governmental entities may substitute a certificate of self-insurance.

3. Workers' Compensation. If SUBRECIPIENT is an "employer", as set forth in California Labor Code Section 3300 et seq., or utilizes Participants as "employees," as set forth in California Labor Code Section 3350 et seq., SUBRECIPIENT shall obtain and keep in force during the term of this Agreement full Workers' Compensation insurance coverage for injuries suffered by Participants. Said insurance policy shall guarantee CITY at least thirty (30) days written notice of cancellation or modification. SUBRECIPIENT shall carry medical and accident insurance for those Participants not qualifying as "employees" for Worker's Compensation Coverage, pursuant to California Labor Code Section 3350, et seq.

4. Equipment Coverage. SUBRECIPIENT shall purchase a policy or policies of insurance covering loss or damage to any and all Equipment provided to or purchased by SUBRECIPIENT in accordance with this Agreement. Said insurance shall be in the amount of the full replacement value thereof, providing protection against the classification of fire, extended coverage, vandalism, malicious mischief, theft, and special extended perils. Governmental entities may substitute a certificate of self-insurance.

5. Youth Protection. To maintain a safe environment, funded youth providers that serve youth under the age of 18 will need to provide a Youth Protection Policy and proof of Sexual Abuse & Molestation insurance coverage of at least \$2,000,000. Youth providers will be held responsible for conducting a background clearance (live-scan) for staff that have direct interaction with youth Participants that are under the age of 18.

6. Proof of Insurance. Certificates and endorsements must be submitted and approved by CITY prior to any work under this Agreement. SUBRECIPIENT understands that CITY will make no payments under this Agreement until the required certificates and endorsements have been approved by CITY.

IX. CORPORATE STATUS

All corporate SUBRECIPIENTs shall be in good standing, without suspension by the California Secretary of State, Franchise Tax Board or Internal Revenue Service. Any change in corporate status or suspension shall be reported immediately to CITY.

X.

ASSIGNABILITY

None of the duties of, or work to be performed by, SUBRECIPIENT under this Agreement shall be subcontracted or assigned to any agency, consultant, or person without the prior written consent of CITY. SUBRECIPIENT must submit all subcontracts and other agreements that relate to this Agreement to CITY. SUBRECIPIENT acknowledges and agrees that it must follow procurement regulations for SUBRECIPIENTS (2 CFR §200.317). No subcontract or assignment shall terminate or alter the legal obligations of SUBRECIPIENT pursuant to this Agreement.

XI.

LAWS GOVERNING THIS AGREEMENT

In its performance under this Agreement, SUBRECIPIENT shall fully comply with the requirements of the following, whether or not otherwise referred to in this Agreement:

1. The Act and all applicable federal statutes, regulations, policies, procedures and directives, including but not limited to, 2 CFR 200 and 20 CFR. Parts 651 and 654
2. All applicable State statutes, regulations, policies, procedures and directives;
3. All applicable CITY policies, procedures and directives;
4. All applicable local ordinances and requirements, including use permits and licensing; —
5. Court orders applicable to its operation; and,
6. The terms and conditions of this Agreement.

If any of the foregoing is enacted, amended, or revised, SUBRECIPIENT will comply with such or will notify CITY after enactment or modification that it cannot so comply. CITY may thereupon terminate this Agreement, if necessary.

XII.

EXCLUSIVITY AND AMENDMENT OF AGREEMENT

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of SUBRECIPIENT by CITY, and contains all the covenants and agreements between the parties with respect to such employment. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement or amendment hereto shall be effective unless executed in writing and signed by both CITY and SUBRECIPIENT.

XIII.

FRAUD

SUBRECIPIENT shall immediately report to CITY all instances and facts concerning possible fraud, abuse or criminal activity relating to expenditure or receipt of funds under this Agreement.

**XIV.
CONTINGENCY OF FUNDS**

SUBRECIPIENT acknowledges that approval of and funding for this Agreement is contingent upon State approval, and funds received or obligated from the State of California to CITY. If such approval of funds is not forthcoming, or is otherwise limited, CITY shall immediately notify SUBRECIPIENT. Within twenty (20) days of receipt of such notice, SUBRECIPIENT shall modify or cease operations as directed by CITY and negotiate necessary modification to this Agreement and/or reimbursement of costs incurred hereunder.

**XV.
TERMINATION**

A. This Agreement may be terminated by either party at its sole discretion, upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. However, SUBRECIPIENT may not terminate this Agreement if undue hardship will result to any participant.

B. In the event SUBRECIPIENT defaults by failing to fulfill all or any of its obligations hereunder, CITY may declare a default and termination of this Agreement by written notice to SUBRECIPIENT, which default and termination shall be effective on a date stated in the notice which is to be not less than ten (10) days after certified mailing or personal service of such notice, unless such default is cured before the effective date of termination stated in such notice. If terminated for cause, CITY shall be relieved of further liability or responsibility under this Agreement, or as a result of the termination thereof, including the payment of money, except for payment for approved expenses incurred for services satisfactorily and timely performed prior to the mailing or service of the notice of termination, and except for reimbursement of (1) any payments made for services not subsequently performed in a timely and satisfactory manner, and (2) costs incurred by CITY in obtaining substitute performance.

**XVI.
DISPUTES**

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by CITY. In such a case CITY shall reduce its decision to writing and mail or otherwise furnish a copy thereof to SUBRECIPIENT. The decision of the City shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, CITY receives from SUBRECIPIENT written request to appeal said decision.

Procedures governing the appeal shall be prescribed by CITY and/or the State of California in accordance with the Act and all corresponding regulations and OMB circulars. Pending final disposition of the appeal, SUBRECIPIENT shall act in accordance with CITY's decision unless the dispute involves a change order.

**XVII.
25H-207**

BREACH - SANCTIONS

If, through any cause, SUBRECIPIENT violates any of the terms and conditions of this Agreement, and/or prior agreements whereby grant funds were received by SUBRECIPIENT pursuant to this Agreement, or if SUBRECIPIENT reports inaccurately or if any Audit Report makes disallowances, SUBRECIPIENT shall promptly remedy its acts or omissions and/or repay CITY all amounts due CITY as a result of SUBRECIPIENT's violation. For any such failures or violations, CITY shall also have the right at its sole discretion to either: (1) discontinue program support until such time as SUBRECIPIENT fulfills its obligations or remedies all violations of this Agreement or prior agreements; and/or (2) collect outstanding amounts as determined by CITY due CITY by offsetting or debiting from current claims or invoices, if after thirty (30) days' written notice SUBRECIPIENT has failed to repay same or a repayment schedule has not been made; and/or (3) terminate this Agreement by giving written notice to SUBRECIPIENT of such termination in accordance the notice provision in Paragraph XVIII herein below.

**XVIII.
NOTICES**

All notices, reports and correspondence between the parties hereto respecting this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

CITY: City of Santa Ana
Manager, WDB Administrative Office
P.O. Box 1988 (M-76)
Santa Ana, CA 92702

CLERK: Clerk of the City Council
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988
Telefacsimile (714) 647-6956

SUBRECIPIENT: City of Santa Ana / Santa Ana Public Library
26 Civic Center Plaza, Santa Ana, CA 92702
Phone: (714) 647-5288
Fax: (714) 647-6913

XIX.

MERGER

This Agreement, together with the attachments hereto, expresses the total understanding

of the parties. There are no oral understandings of the parties or terms and conditions other than as stated herein.

**XX.
VALIDITY**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**XXI.
MISCELLANEOUS PROVISIONS**

a. Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify CITY fully, including reasonable costs and attorney's fees, for any injuries or damages to CITY in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above-written.

ATTEST:

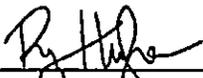
"CITY"

Maria D. Huizar
Clerk of the Council

By: _____
Cynthia J. Kurtz
Interim City Manager

APPROVED AS TO FORM:
Sonia R. Carvalho
City Attorney

"SUBRECIPIENT"

BY: 

Ryan O. Hodge
Assistant City Attorney

BY: _____
Name: Gerardo Mouet
Title: Executive Director
Tax ID #: 95-6000785

RECOMMENDED FOR APPROVAL:

Steven Mendoza
Executive Director
Community Development Agency

1. Experiences and Qualifications

The Seeds to Trees Academy apprenticeship program will be operated by the Santa Ana Public Library in partnership with Santa Ana College. The experience and qualifications of both agencies will be described in this section.

A. Briefly describe your organization- Santa Ana Public Library:

The Santa Ana Public library (SAPL) is a division of the City of Santa Ana's Parks and Recreation Department (PRCSA). SAPL's purpose is to respond to our community's informational, educational, and personal interest needs using books, materials, technology, and professional expertise. The library is subdivided into 4 primary departments: young adult services, adult services, youth services and technology and support services.

B. & C. List the facility address and address of headquarters if different location. Please include major cross streets. Indicate hours of operation for facility.

- The Santa Ana Public Library Main Branch located at 26 Civic Center Plaza, at the cross-streets of Civic Center and Ross in Santa Ana will be headquarters for the program. Hours: 10 am-9 pm Monday-Thursday and 10 am – 6 pm Friday and Saturday. Computer labs and classroom space available to students are located in the TeenSpace, the basement of the Main Library, and the Mezzanine. All three areas are wired for data transmission using the City's public access Internet.
- The Digital Media lab and Teen Center at Garfield Joint Use Community Center located at 850 Brown St. at the cross-streets of 4th Street and Lacy. Hours: 3:00 p.m. -6:00 p.m. Monday-Friday. Facility is equipped with a digital media production studio and a classroom-structured computer lab utilizing state of the art Mac computers.
- The TeenSpace at Jerome Recreation Center located at 726 S. Center Street, at the cross-streets of Center and McFadden. Hours: 3:00 pm – 8:00 pm Monday-Thursday and 3:00 pm - 6:00 pm Friday.
- Roosevelt E-library: Scheduled to be completed February 2018

D. Briefly indicate what makes your facility youth friendly and suitable for the proposed program.

All three locations offer young adults a designated, specially designed space for them to train, learn, work, relax, do homework and meet friends, and are ADA compliant.

E. Provide brief information on the following elements:

1. Average annual operating budget and sources of revenue – The Library's allocation of City General Fund monies for 2014-15 was \$3,194,170. Other sources of revenue include a CDBG block grant of \$250,000 to support Homework Help Centers. We were awarded a \$495,000 IMLS grant for history related programing.

2. Brief description of staff - The library employs 10 full-time librarians, 8 full-time paraprofessionals and 8 full-time clerical personnel. We currently employ 70 part time clerks and tutors in children's, teen and adult programs. Some of our part-timers are paid through the General Fund and others through various grants. Please refer to attachment W-2 for brief biographies of all TeenSpace staff who will participate in the Seeds to Trees Academy Program.

3. Past experience with WIOA programs or other youth programs - The trained staff contributing to this project will be: Young Adult Principal Librarian, Technology and Support Principal Librarian, Lead Case Manager, Out of School Youth Assistant Caseworker, and an In-School Youth Assistant Caseworker, WIOA Program Clerk, lead Out-of-School Youth Sr. Tutor and lead In-School Youth Tutor, Assistant Librarian, Youth Services Technician and Library Operations Manager. The Young Adult Principal Librarian has been the project director for the past 4 iterations of the Seeds to Trees WIA program and will devote approximately half of her work time to guiding and overseeing the program. The Technology and Support Principal Librarian is in charge of CTV-3 programming for the city and has been and will continue to be responsible for effective cooperation with Santa Ana College and its School of Continuing Education to insure that class schedules and locations, content and student monitoring are implemented and problems solved promptly. She also has had and will continue to have oversight of the work experience of the youth participants focused on CTV3 programming, coordinating filming, editing, and web content design through the efforts of her staff. Assistant Librarian Saïdy Valdez will serve as Lead Caseworker overseeing the entire program. This will be her second year overseeing the program. An Out-Of-School Youth Assistant Caseworker, an In-School Youth Assistant Caseworker and a WIOA Program Clerk will be recruited and hired for the project. It is anticipated that priority hiring will be given to staff that have previous experience working with the Seeds to Trees WIA program at the library. Lead in-School Tutor and lead out-of-school Sr. Tutors will be drawn from current pool of staff. Additional current staff will have roles as tutors and project mentors.

4. What kind of impact has your organization made on the youth community? The library has maintained a high number of ongoing apprenticeship programs for teens, including a very intensive Summer Volunteer Institute (SVI) that encourages teens to find self-worth and civic engagement through giving back to their community. In 2013-2014 the Young Adult department hosted 825 teen programs in which 3988 teens participated. That same year, the Young Adult department hosted 449 Buddy Programs in which both school-aged children and their teen mentors participated. The buddy programs had a total of 3,294 participants. The library's 350 volunteers completed 8,710 hours of volunteer work, and a majority of the hours were completed through the Young Adult department.

At present, teens continue to volunteer through the school year in math, reading, fitness and art "Buddy" programs aimed at young children. There are daily activities for teens at both library branches and the Jerome Recreation Center. Half of our part time staff are involved exclusively in assisting with these projects, and are experienced and committed to the growth and development of the young people they work with. The majority of teens hired through our grant programs have begun their contact with the library through the volunteer program. Our volunteers are mentored by staff and older teens and transition age young adults (18-24), and encouraged to develop personal and academic goals and an understanding of the importance of their work to themselves and others. The library has also been unusually effective in working with probation youth volunteers. Annually, forty to fifty probation youth complete their community service at the library. Ten to fifteen of those continue volunteering at the library when their community service responsibilities are concluded.

The TeenSpace program Circle of Mentoring is advised by the Teen Library Club. As a group, these teens have contributed many thousands of hours of community service to the library and to

various civic engagement projects around the city. Ninety-eight percent have graduated from high school and 90 percent have gone on to higher education. These are teens that do not represent the top 10-20 percent of their high school class. They are not involved in student government or school activities. They are the quiet at-risk youth whom no one notices. But at our TeenSpace, they are noticed, nurtured and appreciated.

In all of our youth-centered programs, two guiding principles have been primary: The Circle of Mentoring concept and its successor, the Seeds to Trees concept. The first emphasizes the value to both mentor and mentee of a close and lasting supportive relationship, and the second the value of providing long-term mentoring, teaching and financial support for developing youth. These principles are the basis of our success with WIA youth in our previous programs. All full-time employees at the library are involved in mentoring the students we employ under WIA.

In collaboration, the efforts of staff members have produced notable successes, especially with WIA-mandated goals. The program has achieved full enrollment very early in the cycle for the previous and current WIA programs. In recent years, a total of sixty participants completed the first phase of the training successfully, and were awarded certificates from Rancho Santiago Community College District (RSCCD) testifying to their mastery of digital media preproduction skills. 29 (90%) of youth participants of the 2014-2015 program have successfully attained their Microsoft Office certifications and the remaining youth are currently working with their tutors to complete their certifications. 4 (100%) of our 2014-2015 out-of-school participants have been enrolled in Santa Ana College and are currently receiving training in Business and Digital Media. Participants have been able to take part in the RSCCD Young Entrepreneurs Program, which exposes youth to mechanisms and methods of increasing the marketability of their products and skills.

In November of 2014 the TeenSpace Circle of Mentoring Program was recognized with an award from the President's Committee on the Arts and the Humanities (PCAH) which was presented by First Lady Michelle Obama at a ceremony at the White House. The award recognizes the country's best creative youth development programs for using engagement in the arts and the humanities to increase academic achievement, graduation rates, and college enrollment. The awardees—chosen from a pool of more than 350 nominations—are chosen for their impact on the youth of their community.

A. Briefly describe your agency - Santa Ana College/ School of Continuing Education:

Santa Ana College (SAC) has had a long history of serving Santa Ana youth. Santa Ana College was founded in 1915 as a department within Santa Ana High School. As such, the campus has focused on serving the youth of Santa Ana from its very inception. In 1947 Santa Ana College moved to a permanent campus at 17th and Bristol. It was the second junior college founded in Orange County and the fourth oldest in all of California. The college has evolved into one of the most energetic and fastest-growing comprehensive community colleges in the nation, currently serving 29,318 credit and non-credit students per semester. Santa Ana College provides a dynamic learning environment that prepares students for transfer to four-year institutions, careers and lifelong intellectual pursuits in a global community. The Middle College High School program provides college level instruction to high-school-aged youth.

The Centennial Education Center operated by Santa Ana College is the only major Adult Education provider in the City of Santa Ana. The programs offered at Centennial Education Center are award winning, receiving 4 major awards in 2013 from agencies which include the California Department of Education. All programs and services offered at the Centennial Education Center are Tuition Free.

SAC also provides access to the (DMC) Digital Media Center, a 28,000-square-foot, innovative, state-of-the-art that features a business incubator for start-up companies, instructional space for SAC's digital media arts, TV/video production and digital music programs. The facility also houses a collection of business seminars related to the digital media and business industries.

B. & C. List the facility address and address of headquarters if different location. Please include major cross streets. Indicate hours of operation for facility.

1. Centennial Education Center - 2900 W Edinger Ave, Santa Ana, CA 9270, Cross Street Edinger and Fairview – Hours: Monday – Thursday 8:00 AM– 6:45 PM; Friday 8:00AM – 4:30PM
2. Santa Ana College Main Campus - 1530 W 17th St, Santa Ana, CA 92706, Cross Street 17th and Bristol – Hours: Monday – Thursday 8:00 AM– 6:45 PM; Friday 8:00AM – 4:30PM
3. Digital Media Center - 1300 S. Bristol Santa Ana, CA 92704 Cross Street Edinger and Bristol – Hours: Monday – Thursday 8:00 AM– 6:45 PM; Friday 8:00AM – 4:30PM

D. Briefly indicate what makes your facility youth friendly and suitable for the proposed program.

In 2002, voters approved a \$337 million general obligation bond to renovate existing campus buildings and construct new classrooms for the RSCCD that provided improved facilities for SAC. In November of 2012, additional funds were provided to improve facilities at Santa Ana College. These improved and expanded facilities are now available to provide the best possible educational setting for the next generation of Santa Ana Youth.

E. Provide brief information on the following elements:

1. **Average annual operating budget and sources of revenue** - A majority of the classes will be undertaken the (CEC) Centennial Education Center. Their annual budget is \$13,662,882. These funds come from various state, county, and local sources and are managed by Santa Ana College and the Ranch Santiago Community College District.

2. **Brief description of staff** - The Centennial Education Center has 5 administrators, 11 Full-time Faculty and Counselors, 297 part time faculty and counselors, along with 103 support staff. The management team is made up of Interim Vice President Jim Kennedy, Dean Nilo Lipiz, Dean Dr. Sergio Sotelo, Associate Dean Christine Kosko, and Associate Registrar Phuong Nguyen.

3. **Past experience with WIOA programs or other youth programs** - The Adult Education center has had a long history of serving nontraditional high school students of all ages. Their GED and high school diploma programs have been utilized by many members of the Santa Ana community. The faculty and staff are very experienced in helping nontraditional students reenroll into productive educational courses. The Adult Education Center will also have access to the resources that are typically made available to other incoming community college students.

4. **What kind of impact your organization has made on the youth community?** According to the US Census, 48% of adults over the age of 25 in Santa Ana (over 89,000 residents) do not

have a High School Diploma or GED equivalent. Over 20% of households in the city do not have a member in the household over the age of 14 that can speak English fluently. The Continuing Education Center has answered these needs for the last 33 years by providing a place where students lacking a high school diploma could take the steps needed to complete their secondary education. Last year a total of 13,072 courses were completed by all students in the program. The Center served a total of 24,259 students enrolled in various programs. Of these, 4,558 were full-time equivalent students working towards a degree or credential. In addition, Centennial Education Center students earned over 1,400 state approved certificates in English as a second language and career and technical education programs.

2. Proposed Program

A. Provide an overview of the program's main objectives

The "Seeds to Trees Academy: Digital Media Technology Institute" program developed by the Santa Ana Public Library in partnership with Santa Ana College (SAC) is a free comprehensive apprenticeship program comprised of paid training and work-experience consisting of student internships and externships for 15 youth ages 14-24 leading to certifications and college credit in the fields of digital media, business, and computer information technology. Of these 15 WIOA eligible student interns, 12 youth (80%) will be "**Out-Of-School Youth**" (ages 16-24) and 3 youth (25%) will be "**In-School Youth**" (ages 14-21). At least 3 (20%) will be foster or probation youth, youth with learning disabilities and/or youth who have dropped out of high school. In addition to the youth populations mentioned above, the program will be recruiting returning veterans who are out-of-school youth (18-24).

The program is an evolutionary outgrowth of the library's previously successful WIA funded "Seeds to Trees Digital Media Technology" program that the library implemented successfully for 3 years in partnership with the Rancho Santiago Community College District's (RSCCD) Corporate Training Institute (CTI). This program was revamped for 2014-2015 by modifying the Seeds to Trees approach to include additional elements considered beneficial to the participants of the program. These additional elements are: 1) enrolling all participants in Santa Ana College and paid training leading to transferable college credit; 2) increased focus on work-experience internships and externships at local businesses and city departments leading to potential employment and; 3) a program element that introduces participants to post-secondary **Massive Online Open Courses (MOOCs)** in a structured staff/tutor led classroom setting. We will continue to focus on providing youth participants with these three additional elements for 2017-2018. (Please refer to attachment W3 for a further explanation of MOOC'S)

The program will provide participants with WIOA Elements 1-14. 1)

The program will offer students tutoring, study skills training, and instruction leading to the completion of a high school diploma and post-secondary education readiness. 2) Students who are high school dropouts will have the opportunity to complete their high school diploma or attain their GED via programs provided by the SAC School of Continuing Education. 3) Students will have access to occupational skill training in clerical office skills, as well as media technology through Santa Ana College and its Continuing Education Center Program. 4 &5) Students will have work experience and on-the job training opportunities at the library creating design/content for various agency and affiliate web sites, producing videos for the city's CTV-3

channel, and work experience at externship sites at local businesses and city departments. 6) During their work experience, the youth will operate in teams, where the need for teamwork will help them to develop an understanding of the importance of responsible behavior and an opportunity to display leadership. They will also participate in a Teen Community Leadership Institute program that will be coordinated by library's Youth Civic Engagement internship program. 7) Students will be provided with the educational materials and equipment required to successfully complete the program, as well as transportation to and from program sites from the library. 8) During the entire learning and working period, youth will be mentored and supported by adults and responsible young adults from the library and the College. 9) Follow-up services for a minimum of 12 months after program completion will be provided for youth to support educational and/or employment endeavors. 10) A Masters in Counseling intern and Doctor of Psychology skilled in a variety of fields, including addiction and family counseling, will be available to students as needed to provide counseling and referral services. 11) All youth participants will be provided workshops that will train them in financial literacy, 12) in entrepreneurial skills training and, 13) in labor market information leading to career awareness and exploration. 14) Fieldtrips to post-secondary education institutions, enrollment in SAC study skills, business and/or digital media classes, one-on-one college counseling sessions and workshops, as well as Padres Promotores workshops for youth and parents of in-school youth will serve to help youth prepare for and transition to postsecondary education.

Upon eligibility determination, all 15 participants will be streamed into 2 program tracks.

Track 1: Out-of-School Youth: Microsoft Office Applications certifications and Intro Digital Media Apprenticeships (12 participants; 450 hours): Digital Media Arts 100 Course (3 Units): 56 hours, Video Production : 40 hours, One-on-one Educational Counseling: 3 hours, MOOC's based certification trainings: 28 hours, Workshops, Field Trips, Trainings: 93 hours, Civic Engagement/Volunteer projects: 30 hours, Work-Experience Internship/ Externships: 200 hours.

Track 2: In-School Youth: Microsoft Office Applications certifications and Beginner Digital Media Apprenticeships (3 participants; 200 hours): Digital Media Arts 100 Course (3 Units): 56 hours, Video Production : 16 hours, MOOC's based certification trainings: 28 hours, Workshops, Field Trips, Trainings: 30 hours, Civic Engagement/Volunteer projects: 20 hours, Work Experience Internship/ Externships: 50 hours

The duration of the Seeds to Trees program is approximately one year (44 weeks), from August 2018 to June 2019. In order for a youth apprentice to receive the maximum benefits of the program, we require that he/she must commit to between 5-12 hours a week of participation. These hours per week include instruction and work experience in addition to workshops to enhance participant skills.

There will be 2 Part-time (1 full-time equivalent) lead Case Manager that will be assigned to oversee this program. There will be one Assistant Case Manager for Out-of-School Youth. Case managers will be assisted by part-time Clerk, Sr. Tutor and Tutor staff assigned to the project. Students have the opportunity of interacting with their respective Case Manager at each class, work experience or workshop. On average students and Case Managers will interact 4-5 times a week. For more intensive needs of the students, the Case Manager and/ or additional support staff will be available.

3. Population

A. Describe the total number of youth that will be served by this grant.

The Seeds to Trees Academy program will serve 15 youth.

B. Describe the age range of the youth that will be served.

Of the 15 youth, 12 will be "out-of-school youth" (ages 16-24) and 3 will be "in-school youth" (ages 14-21).

C. Describe any minimum requirements that youth need to have in order to be enrolled into your program (aside from the WIOA Youth eligibility requirements).

In addition to WIOA Youth eligibility requirements, priority enrollment will be provided to WIOA eligible returning military veterans who are out-of-school youth (refer to letter of support from SAC Veteran Upward Bound program). Additional priority enrollment will be provided to WIOA eligible youth who have completed a minimum of 30 hours of volunteer service in Santa Ana Public Library and/or Parks and Recreation programs.

D. Special consideration for organizations that can serve the following youth populations:

1. At least 80% of Out-of-School youth (required): Yes we will serve 80% this population
2. At least 10% of youth with disabilities: Yes 10% will be this population
3. At least 10% of foster/emancipated youth: Yes 10% will be this population
4. At least 10% youth that have dropped out of high school: Yes 10% will be this population
5. At least 10% of youth on probation: Yes 10% will be this population

E. Specify how the targeted youth populations (out-of-school, youth with disabilities, foster/emancipated, probation, dropouts) will be recruited.

- **Out-of-School and dropout youth** will be recruited via referrals from SAC Continuing Education Program, SAUSD (refer C2), Access California services (refer to letter of intent F9) and at outreach events. We will also post flyers and recruit for the program among library patrons (refer to attachment W4).
- **Youth with Disabilities:** The library has had a successful association with serving as a work experience site for the Santa Ana Unified School District's Special Education Program Youth. The Transition Center has agreed to continue to refer youth with disabilities to the Seeds to Trees Academy (please refer to Letter C4 from SAUSD Transition Center). Youth with physical disabilities will be welcome in the program, as will youth with mild learning disorders. We have had tremendous success working with youth who are autistic, and have started a partnership with Easter Seals Autistic Services program. They have agreed to refer youth to our program as well (please refer to letter C5 from Easter Seals Autistic services). Youth with severe cognitive disabilities will find the educational components of the program too demanding. With space in the program limited, it is necessary to offer the training only to those who can benefit from it.
- **Foster Youth:** The library has developed a successful association with Orangewood Children's Foundation which serves foster youth in Orange County, and they have agreed to refer emancipated foster youth for participation in the program (refer to Letter C7 from Orangewood Children's Foundation). Further, the Project Director has been attending

meetings of the Foster Youth Breakthrough Collaborative since 2009 and the Orange County Social Services Agency has agreed to refer foster youth to the program (refer to Letter C6 from the Orange County Social Services Agency). Since several project employees are former emancipated foster youth from Orange County, we will have staff on hand uniquely qualified to assist foster youth interns.

- **Probation Youth:** The “Seeds to Trees Academy” program plans to recruit youth who are on probation through our partnership with the Orange County Probation Department who have agreed to refer probation youth for participation in the program (refer to Letter C8 from Orange County Department of Probation). We have had great success with probation youth community service volunteers. Forty to fifty probation youth volunteer at the library annually, and ten to fifteen of those remain as volunteers after their service hours are completed. We are currently piloting a program specifically aimed at probation youth that includes workshops on adolescent behavior and attitudes and how they resonate in a student’s life, as well as classes in needed academic subjects.

F. Include a Letter(s) of Support from organizations that have agreed to refer youth to your program as Attachment C.

Refer to Attachment C for letters of support.

G. Describe your recruitment plan that will fulfill the requirement of enrolling 100% of youth by the 2nd quarter of the program (December 31, 2018).

Recruitment and outreach for the program will occur at the start of the grant cycle 7/1/2018. Prior to the start of the program, the library TeenSpace staff will promote the upcoming “Seeds To Trees” program during its Summer Volunteer Institute program which annually recruits over 120 summer volunteers, many of which are WIOA eligible, and it’s Probation Youth Community Service program which has an average annual participation of 40- 50 youth on probation. In addition, staff will make presentations at Orange County FYO (Foster Youth Outcomes) meetings, CASA (Court Appointed Social Advocates) meetings and at local Santa Ana High Schools, to recruit candidates for this program. In addition to Foster Youth, Probation and Youth with disability referrals, Access program OC, and the Veteran’s Upward Bound program have agreed to provide referrals of interested participants to our program as well. We will begin accepting notices of interest in the “Seeds To Trees Academy: Digital Media Technology Institute” in May 2018 (refer to attachment W4 for recruitment flyer), and distributing and accepting applications, including gathering all documents required by the Service Navigator to determine youth WIOA eligibility, in July 2018. Once youth eligibility is confirmed, youth will be hired as Work Experience employees (WEX). It is anticipated that all this will occur in the month of August, 2018 in anticipation of the certificate and courses which simulate a college semester. The goal at this point is to have recruited and enrolled at least 12 (80%) of total 15 youth participants planned in the program.

4. Assessment

A. Youth Service Providers are required to use the Test for Adult Basic Education (TABE) assessment tool, but may use other assessment tools upon approval. Yes we will utilize the TABE test as an assessment tool.

B. Describe how your program will conduct assessments for youth participants, elaborate on the type of assessment tools or surveys that will be used. During the initial recruitment and eligibility determination phase, all student participants will take a TABE assessment test to determine their basic skill level.

C. Describe knowledge of the barriers that youth encounter.

- **Basic Skills Deficiency:** Among the youth served by the Santa Ana Public Library, there are a number of barriers associated with poverty preventing the achievement of short and/or long term goals. The most common barrier as revealed by the TABE test is basic skills deficiency. A majority of students tested are performing at or below an equivalency of 8.9 grade level. These students often have difficulties in the completion of their education, are likely to fall behind in semester credits and in turn eventually drop out of high school.
- **Poor Work History:** Students with poor work history are defined as at least 19 years of age and have never had a full-time job. As students continue to search for opportunities in a competitive job market, their limited education and work experience limit their opportunities. Many of the youth do not have reliable transportation to and from school or to the place of employment. As a result it causes an attendance and/or punctuality issue. Many do not have professional clothing readily available for employment interviews or professional events. These barriers are often setbacks for students.
- **High School Drop-Outs/ Lack of High School Diploma/GED:** A significant number of youth in our community come from economically disadvantaged families. Low socio-economic status often leads to a number of impediments to student success such as educational underachievement, higher likelihood of dropping out of school, offender status, teen parenthood, and welfare dependency. Latino students comprise a majority of the student population in the Santa Ana Unified School District. Nearly seventy-two percent of these are reported as dropping out. Statistically, high school dropouts earn lower wages, are more likely to commit crimes, and are considered less healthy both physically and emotionally than students that graduate. Many jobs in the market require a high school diploma, so that youth who do not graduate contribute to increasing unemployment rates among youth, juvenile arrests, gang affiliation and births to teens, perpetuating the poverty cycle.
- **Lack of post-secondary education/ training:** Many our students graduating high school do not enroll in post-secondary institutions and enter the workforce to assist their families financially. But with limited education, training, and/or experience it is difficult to find employment with sustainable earnings. As a result many youth become frustrated and resort to substance abuse for escape. Additionally, our students who do enroll in post-secondary education are often first generation students and have difficulties adjusting to the role of college student. Students are often unaware of the resources on campus available to assist them with the completion of their degree. Therefore, many students perform poorly and eventually drop out of college.

D. Specify how your organization will address the barriers that youth encounter

The "Seeds to Trees" program plans to recruit youth with barriers to employment, educational advancement, and a successful future. The Seeds to Trees program will supports students by providing resources, knowledge and/or informational tools to find personal connections for

educational and local workforce opportunities. Students will partake in various activities to enhance their educational, employment and life skills.

Youth who are TABE tested and determined basic skills deficient will be provided with one-on-one tutoring in order to assist them to improve those skills. All youth participants will be provided with valuable work experience via internship and externship opportunities offered by the Seeds to Trees Institute. Youth participants who are drop-outs or in danger of dropping out will be enrolled in the SAC School of Continuing Education high school diploma or GED completion program and will be provided with one-on-one tutoring to assist them with classes. All youth participants will be provided work training leading to state recognized certificates in computer maintenance and repair or general clerical as well as industry recognized certificates in customer service and digital media disciplines. To address the barriers to post-secondary education, all youth will be enrolled into Santa Ana College, and will be provided specialized college course training leading to college credits upon completion.

Given the dramatic 13% decline in the employment prospects of American teens recently reported by the Brookings Institution, it is vital that training programs offer flexible education models that can adapt to changing needs of employers. The Brookings report found that many of teens would face permanent effects of being locked out of the job market. Per the research findings in the report, we believe that our MOOC pilot program cohorts can help to link high school students to post-secondary educational credentials. Furthermore these courses will help to strengthen career and technical education opportunities in industry specific areas. An additional benefit of these courses is that they are highly adaptable to local job market conditions and can be tailored to the regional labor market as the Brookings institution suggests.

5. Paid & Unpaid Work Experience

A. Describe in detail the paid and unpaid work experience opportunities that will be offered to the youth such as:

- 1. Summer Employment:** 5-8 youth participants of 2018-2019 Seeds to Trees Academy program will be hired on as library page interns in the summer of 2019.
- 2. Pre-apprenticeship programs; 3. Internships or job-shadowing; 4. On-the-Job training opportunities:** The entire format of the "Seeds to Trees" program focuses on work-based learning opportunities via an apprenticeship approach. All 22 WIA eligible youth are hired as apprentice Work Experience employees (WEX) and paid an hourly wage to receive a complete in-class and on-the-job training work experience that they can use to propel them into higher education, employment and/or self-employment as a freelance entrepreneur. As part of their work experience, all apprentices will be provided opportunities to obtain internships onsite working on various digital media productions for CTV3, as well externships at sites that have committed to hosting interns from our program. Job shadowing and work based learning will be a part of this program.

B. Special consideration will be given to organizations that can prepare youth for targeted in-demand industries as identified in the SAWIB's five year plan:

This WIOA program will have a variety of supportive partnerships to guide youth into in-demand career fields. Youth interns interested in pursuing careers in manufacturing will have the

opportunity to work with artisan manufacturers at the People's Soap Company or to pursue a career in a variety of construction related careers through referrals to the OC Labor Federation. Those interested in healthcare and social services fields will work closely with the OC Chapter of the National Association of Hispanic Nurses to identify employers that can utilize the intern's digital media training. These interns will also have the opportunity to intern at the LGBT Center to help them provide social services to their populations.

As a result of the proximity to several downtown hospitality and entertainment businesses the interns will have a number of nearby options to pursue after their training. Marcas Gallery, and MC Gallery have agreed to host and train interns from this program in the requirements needed to run art related businesses. Additional entertainment options include positions at Downtown Inc. and the online ticketing/event company EventFire. Interns aged 21 and over will also have the option to intern with event coordinators at the Copper Door as part of their social media team. Environmentally interested interns will be able to work with the Santa Ana Zoo and Heritage house on promoting and implementing sustainability programs at each site.

As part of their training, youth will be trained to provide digital media support and promotion for all the above industries. Additionally, youth will be trained to work in the government sector that has many of the components of the above industries, such as recreation centers, library, and public works. All youth will have opportunity to work part of their externship hours at the newly built Roosevelt E-Library (projected to be built 6/2018) assisting with implementing new programs at the center.

C. Special Consideration for organizations that offer job training/preparation in the industries of: 1. Science, 2. Technology, 3. Engineering, 4. The Arts, 5. Math

The Digital Media Institute will prepare interns to enter a wide range of STEAM-related industries by providing them a solid foundation in how to capture, edit, and distribute media content for their employer. This training will introduce the interns to real world applications for digital media technology within a flexible framework that can be applied across different industries. This built-in flexibility emphasizes the need for each intern to approach their future careers by merging science and technology with an understanding of artistic considerations across industry barriers.

D. List some of the employers that will assist in the paid and unpaid work experience opportunities.

The Santa Ana Public Library has agreed to hire youth apprentices who have interned/externed at the agency contingent upon youth work performance and availability of resources. Additional potential employers who have committed to hosting interns, and may hire youth apprentices who have interned in their sites are: the Frida Cinema, the Bower's Kidseum, Heritage Museum of Orange County, Batch co-op space, , Marcas Gallery, the LGBT Center OC, Downtown Inc., Left of the Dial Records, and the Suavecito.

Additionally, OC Animal Care confirmed that they will give youth apprentices the information and workshops intended to advance a career in animal care. (Refer to attachment F12)

Staff will continue to pursue additional employer partnerships during the course of the program to ensure that youth get a wide variety of employment options. SAPL staff members are working closely with the following City departments to identify additional positions: Treasury Department of the Finance and Management Services Agency, the Planning and Building Agency, the City Attorney's Office, and the Santa Ana Zoo.

E. Include Letters of Commitment from employers as Attachment D. (Attached)

F. Include a copy of the Work Experience policy as Attachment E. (Attached)

6. Alternative Secondary School Services

A. Describe in detail the alternative secondary school services or dropout recovery services that will be made available for youth.

The program will be partnering with Santa Ana College's Adult Continuing Education program to provide additional dropout recovery education support programs to out-of-school youth participating in the program (Please refer to Letter F2 from Sac Continuing Ed program).

B. Describe in detail the activities that will lead youth to attainment of secondary school diploma or equivalent.

The following classes will be provided at no cost to out-of-school participants at the designated Parks and Recreation-Library "Seeds To Trees" program training sites:

- Adult High School Diploma Program
- High School Exit Exam Preparation (GED, HSET, etc.) for participants requiring the services
- Adult Basic Education (0 to 8th grade level) for participants needing additional assistance in improving their basic literacy/numeracy skills.

These classes will aid greatly in dropout prevention and dropout recovery for youth participants who are struggling with high school completion. Additionally, youth who have dropped out or are in danger of dropping out will have additional hours assigned to their designated dropout prevention/ recovery mentor. They will meet weekly with their mentor and receive one-on-one help with their completion programs.

7. Preparation for Postsecondary Education and Training

A. Note: WIOA only accepts certificates that are accredited by a State recognized educational entity or are recognized by employers.

Certificates and college credit courses will be provided by Santa Ana College and/or SAC Continuing Ed program. Students will be receiving certificates of completion for Microsoft Office basics from industry recognized MOOC providers, as well as Digital Media Certificates from CTV3.

B. Special consideration for organizations that offer preparation for postsecondary education and training in high-demand industries.

Students will receive training in Digital Media arts and business, both high demand industries.

C. Identify and/or develop a pathway for youth that can lead them from high school to career or college. Please elaborate on the specific pathway(s).

The program will seek to work with small and large businesses to identify current and evolving job opportunities and to learn what employers look for in candidates. The apprenticeship will give students the chance to earn college credit in career related fields. 2013-2014 job shortages included positions in marketing, computer programming, computer science marketing, and systems analysis. We will continue to expand our program's focus on providing the skills necessary for our participants to engage high value jobs in the region's emerging industries.

The training provided in our work plan provides the participants with the first steps they will need to take in order to begin the process of obtaining the education needed to begin a career in these high demand fields. The use of MOOCs is a tool with which the students are introduced and guided through college level course work. The introduction to college via classes in business and intermediate digital media arts will reinforce this as well. It is our belief that this early introduction to a college education will encourage them to pursue a degree after the program is completed. Additionally, the high level of computer programming and technology to which the digital media technology courses and MOOC's will expose our youth will help them transition into other computer-programming-related fields.

D. Describe in detail how the program will prepare youth for postsecondary education and training.

1. The Seeds to Trees Academy program utilizes a blended program approach that combines traditional post-secondary education, in-person training and educational methods with cutting edge online post-secondary training and educational methods via MOOC's.

2. All youth participants in the Seeds to Trees Academy will be enrolled in Santa Ana College, and will be able to obtain at least 3 college credits via the completion of an Intro Digital Media Basics course

3. All youth will receive one-on-one and group higher education counseling hours and workshops from Santa Ana College. They will work with their counselor to develop a higher Education plan.

4. In-school youth and their parents will participate in youth higher education preparation workshops put on by Padres Promotores for Higher Education from Santa Ana College.

5. Youth in follow-up year will also have access to one-on-one college counseling sessions and workshops.

6. All youth will attend College Scholarship workshops that will provide them the opportunity to apply for college scholarships (please refer to attachment W-5).

E. How will your organization expose youth to the various post-secondary educational institutions (colleges, universities, vocational training schools, apprenticeships, etc.).

1. Out-of-School youth will be enrolled in college level SAC courses in the field of digital media. This will insure that our program will enroll each one of our participants in a center for higher education by the end of the first quarter.

2. Participants will be introduced to post-secondary education via MOOC's that will provide access to courses from some of the most elite universities in the U.S and the world.

3. Interns will attend workshops on college searches, college applications, scholarships and financial aid, as part of their on-the-job training. Interns will also be taken on field trips to local

colleges such as Santa Ana College, Cal State Fullerton, Chapman University, the Art Institute in Santa Ana, Cal State Long Beach and UC Irvine.

4. The Santa Ana Public Library works closely with the Adelante program at Santa Ana College, an initiative advocating for a college degree in every home in the city. High school students may enroll in the Adelante program and upon completion of general education requirements are guaranteed admission to either University of California Irvine or California State University Fullerton.

5. Santa Ana College and Santa Ana Public Library have recently partnered to create a Higher Education Center (HEC) at the Santa Ana Central Library. Youth will be provided access to all services/programs planned at the HEC (Please refer to attachment W-5 for list of HEC services/programs)

F. Describe the certificates that youth will be able to earn while in your program or within 1 year after exit.

1. Santa Ana College Course Credits

- 3 College Credits: Art 195: Intro to Digital Media Arts (15-25 Youth)

2. Santa Ana College School of Continuing Education

- Adult High School Diploma Program
- High School Exit Exam Preparation (GED, HSET, etc.) for participants requiring the services
- Vocational courses leading to the attainment of state-approved certificates in areas of entry-level high employment potential. This will be provided in follow-up year.

3. Massive Open Online Course (MOOC) Pilot Program Certificates:

- ALISON — Advanced Learning Interactive Systems Online (Alison.com). Provides industry recognized free certified training in a variety of subjects. Currently used by Employ Florida and Virginia Workforce Connection to train job seekers requiring additional skills and certifications.
- Microsoft Digital Literacy- IT Basics, Internet & Productivity Programs Diploma (35 youth) - Diploma is verified by Microsoft and is industry recognized. (Completed during program year)
- Google Applications Certifications – courses and certificates developed and verified by Google and are industry recognized. (Offered during Follow-up year)
 - Google Webmaster Certificate
 - Google Fundamentals of Marketing Youth Business Online Certificate
 - Fundamentals Google Docs Certificate
 - Exploring Google Apps Certificate
 - Google Applications for Business certificate
 - Fundamentals of Google Android Development Certificate
 - Google AdSense Certificate
 - Google Analytics Certificate
 - Google SketchUp for 3D Modeling certificate
- EdX- “is a not-for-profit offering the highest quality education, both online and in the classroom. Founded by the Massachusetts Institute of Technology (MIT) and Harvard University, EdX offers online learning to on-campus students and to millions of people around the world. EdX is building an open-source online learning platform and hosts a web portal at www.edx.org for online education”. In addition to providing courses

leading to certificates of completion from Harvard and MIT, EdX also provides access to courses and certificates of completion from a host of highly accredited Universities throughout the U.S and the world. Will be offered in follow-up year.

Youth Participants will be able to participate in tutor assisted online courses leading to "Honor Code Certificates of Achievement" from the university that administers the course. We will focus on tutor assisted courses focused on Digital Media, Information Technology, and/or Business application topics, depending on the availability of these courses on the EdX platform.

G. Include data and research that supports the industries or pathways listed above.

Caring mentors and teachers are only a part of the overall program designed to ensure that participants are able to find gainful employment upon exiting the program. More importantly the "Seeds to Trees Academy: Digital Media and Information Technology Institute" enables youth to undertake apprenticeship training in technologically advanced fields. An examination of the California Occupational Employment Projections for 2010-2020 suggests that computer technology-related skills is such a field. According to this study the top 50 fastest growing occupations include software related fields that will grow at the projected rates of 31.9 with a median annual wage of more than \$100,000. Other growing fields requiring a bachelor's degree include Marketing Specialists (24,600 jobs), Database Administrators (3,600 jobs), and Software Developers (24,100 jobs). There will also be 31,200 jobs for Computer Support Specialists that will not require a college degree. These positions will be filled with individuals with the technical training needed to meet that positions industry recognized requirements.

Advances in information technology have inundated the lives of millions with a vast amount of media. User generated content has fast become a source of news, entertainment, and artistic expression for an entire generation of web savvy individuals. As e-commerce continues to grow at faster rates than the rest of the economy, the ability to express one's insights with multimedia presentations has become an increasingly marketable skill. Those individuals with the proper training and knowledge of software tools will be in a prime position to excel in a 21st century economy. Many of our local youth are already naturally web savvy and are open to the idea that they could one day follow a career in software creation. In this way, the academy taps into a youth's desire for self-expression and teaches valuable work skills in the process.

In addition, the training from this program will open up to students the possibility of working in one of the industry clusters that the WIB board identified in their 5 year strategic plan. These clusters include established fields of hospitality, government positions, and clerical positions in finance, insurance, and real estate clusters. Opportunities for job growth also exist within the emerging clusters of advanced manufacturing, information technology, and other scientific services. In the longer term, the Bureau of Labor Statistics' latest Occupational Outlook (<http://www.bls.gov/oco/ocos090.htm>) suggests that video and web design-related employment will grow between 8 and 24 percent in the next ten years (Please refer to attachment W-6 for more detailed breakdown).

H. Include Letters of Intent from training agencies as Attachment F.

Please refer to attachment F1 and F2 for letters of intent from Santa Ana College, The School of Continuing Education and the Youth Entrepreneurship Programs.

8. Tutoring

I. & J. Note: Youth Service Providers are required to use the Test for Adult Basic Education (TABE) on ALL youth to assess their literacy and numeracy skills. Youth who score 8.9 and below are considered “basic skills deficient” who should receive tutoring or remedial training to improve their literacy and numeracy skills. Describe in detail the tutoring resources that will be provided to youth.

The Santa Ana Public Library currently operates an after-school tutoring program in its Central Library and Newhope Learning Centers as well as in its Jerome and Garfield TeenSpace programs. All student interns will have access to these tutoring services. Prior to acceptance into the program, all WIOA enrolled youth will take a TABE test to assess their levels of basic skills. All enrolled youth who are basic skills deficient will be assigned a TeenSpace Sr. Tutor or Tutor mentor who will schedule time to tutor them on a daily or weekly one-on-one basis to increase their basic skills to the 9th grade level. Students who are not basic skills deficient will also have access to one-on-one hands-on tutoring, primarily in English (as this is what is most needed in the production field) with the goal of increasing the grade levels of their English abilities. Tutoring help will be provided to in-school youth who are in 12th grade to complete their high school diploma. Out of school youth who do not possess a high school diploma must enroll in the SAC Continuing Education High School Diploma or GED completion program. These youth will be assigned a Tutor mentor to assist them with their diploma or GED test preparation. Sr. Tutor and Tutor mentors will utilize TeenSpace math and English computer software applications and MOOC courses as a creative strategy to assist all their students to increase their literacy and numeracy gains.

9. Mentoring

K. Specify how your organization will provide mentoring to youth.

Mentorship has always been a cornerstone of the Santa Ana Public Library’s Teen (12-18) and Young Adult (18-24) programming, and it will be a cornerstone of the “Seeds to Trees Academy” program as well. All program participants will be assigned a Tutor Mentor, who they will meet with individually on a weekly basis for 30 minutes as part of their on-the job training. They will discuss the progress of their vocational and on-the job training as well as any additional educational tutoring and support service needs that they may have. Tutor Mentors will provide the necessary resources to meet their mentees’ needs. Tutor Mentors will also schedule their mentees’ tutoring time at this meeting. In addition to mentoring from their assigned Tutor Mentors, interns will also receive mentorship on their particular production projects from project mentors. These Project Mentors will be responsible for helping interns develop and produce content for programming on specific topics. They will also receive mentoring from the Case Managers who will meet with them on a bi-monthly basis to track their progress and needs. Interns will also receive additional mentoring from their in-class vocational training instructors and externship employers.

L. Specify what types of support your organization will offer youth who are facing challenging obstacles such as: family dysfunctions, mental health issues, low self-esteem, probation, gang issues, parenting issues, etc.

Dr. Lawrence Singer, who has a Doctorate in Psychology, will be on-staff to provide guidance with life skills workshops, and referrals to counseling services to help youth in successful development (Refer to Attachment W-7). Counselors will compile a resource binder for use in referring youth to (Please refer to attachment W-7 for resumes of both counseling staff members).

M. Will your organization offer mental health services or referrals to mental health agencies, describe.

Yes, we will offer counseling per previous answer and will provide referral service to local service providers.

N. Describe how your organization will provide or refer youth to comprehensive guidance and counseling for drug and alcohol, etc.

The program provides referrals for youth to comprehensive guidance and counseling for drug and alcohol. We will get support for these referrals from our counselors on staff and from our health agency partners. Additionally we will be providing "The Truth about Drugs" drug education program workshops in partnership with drugfreeworld.org. These workshops will also serve as a referral point. (Please refer to attachment W8 for a referral list of drug and alcohol counseling providers and for a description of the drugfreeworld.org program.)

10. Workshops

O. Provide information about the following workshops and how or when the workshops will be provided to youth in the program:

1. Financial Literacy/ Budget Management

A Workplace Financial Education Program will be presented by Orange County Credit Union (refer to Letter of intent F3)

2. Entrepreneur Skills Training

Rancho Santiago Community College District's Youth Entrepreneurship Program (YEP) will provide a 5 week series of two hour workshops that will teach youth the basics of entrepreneurship (refer to Letter of Intent F4)

3. Labor Market Information

WHW (WomenHelpingWomen/Men2Work) will provide workshops on labor market information, as well as employment readiness (Refer to Letter of Intent F5). Additionally, staff will provide workshops on navigating the 0-Net <https://www.onetonline.org/> online tool for career exploration and job analysis.

4. Family Planning

The Cal State University Fullerton Community Nursing program will provide a series of workshops on pregnancy prevention and sexual health (refer to Letter of Intent F6)

5. Worker's Rights/Labor Laws

The Orange County Labor Federation will provide workshops on Labor Laws and Worker Rights (refer to Letter of Intent F7). Additionally, the Library's former SEIU Union representative (1/2010-1/2015) Zulma Zepeda will provide training/workshops on Santa Ana employee Worker's Rights/ Labor Laws.

6. Analytical Skills at the Workplace

HR Consultant Quinn Hedrick, will provide workshops on Workplace Analytical Skills (Refer to letter of Intent F8 and attachment W-9 for a brief biography of Mr. Hedrick). Additionally, Access California Services will provide employment preparation workshops (Letter of Intent F9).

7. Health Resources

The Orange County Chapter of the National Association of Hispanic Nurses (OCNAHN) will provide several health education workshops on a variety of health topics, as well as workshops on health careers (Refer to Letter of Intent F10)

8. Public Speaking Skills

Latin Leaders Toastmasters organization will provide workshops on communication and leadership. Interns will be assigned to attend these workshops during the course of their work-experience (Refer to Letter of Intent F11).

11. Civic Engagement or Leadership Development

A. Can your organization offer a civic engagement opportunity or leadership development opportunity for WIOA youth and other youth in the community, if so, please describe.

In response to the priorities set in the five year strategic plan, the City of Santa Ana has begun to implement a youth civic engagement program designed to encourage youth to become actively involved in the Santa Ana community. These efforts have resulted in the creation of the Youth Civic Engagement (YCE) internship program. The youth selected for the YCE program have a mandate to identify and implement strategies designed to increase civic participation among youth in Santa Ana. In 2015 & 2016 the YCE interns will organize a 6 week long Summer Youth Leadership Institute (refer to attachment W-10 for a tentative proposal for this program). This program will begin with a Summer Youth Volunteer Fair. The event will assemble fifteen or more local organizations at an outdoor venue where they will have the opportunity to meet and recruit youth in Santa Ana to become civically engaged via summer volunteer opportunities (refer to attachment W-11 for a proposal of this fair). This is an opportunity for youth to build their resumes, learn about the breadth of volunteer opportunities available in their community, and develop civic awareness and leadership skills.

In addition, the Civic Engagement Interns will have the opportunity to participate in the Teen Library Club volunteer program, and join in the many community and library volunteer service projects the Club undertakes, including the Santiago Creek Clean-ups, OC Marathon Clean-ups, Heritage House Gala Fundraisers, Autism Walk, Library Halloween Haunted House, Santa's Corner, and Library Book Sales. Opportunities added to the program this year include the organization and promotion of photo scanning events to preserve and share local history. Additionally, all student interns will spend a portion of their on-the-job work time assisting TeenSpace staff in one of our "Buddy" programs. As part of the "Buddy" program, student interns will learn to mentor and serve as role models to younger children (4-11) in a variety of

ongoing “Buddy” programs such as “Reading Buddy”, “Math Buddy”, “Art Buddy”, “Sports Buddy”, “Healthy Buddy”, “Garden Buddy”, “Acting Buddy” and “Science Buddy”.

Access California Services (Letter of Intent F9) and Latin Leaders (Letter of Intent F11) will provide several leadership workshops to youth interns as well.

B. Indicate the number of youth that will participate in the civic engagement or leadership development opportunity.

The Summer Youth Leadership Institute program will target Santa Ana youth between the ages of 14 and 24 years. Youth will be recruited through a combination of planned entertainment, free food and beverages, and partnerships with the represented agencies. Given previous experience working with organizing community fairs, our department estimates that we will have roughly 200 youth in attendance at the fair. The YCE will organize a curriculum for up to 80 youth to participate in the 6 week leadership program following the volunteer fair. These youth will be drawn from interns from other WIOA programs as well as from the general young adult (14-24) population of Santa Ana. These 80 youth will be given an overview of the basics of civic participation including but not limited to lessons on the organizational structure of the City of Santa Ana, the various locally elected positions, and differences between City, SAUSD, and County government. The participants will then be divided into smaller cohorts to work on specialized civic projects of their own choosing.

All 15 WIOA youth will be part of these civic engagement projects. The attendance at the individual events ranges from 5-60 people depending on the size of the event. Most of the sessions will take place in groups of less than 20.

C. Special consideration for organizations that can leverage funds to provide services to non-WIOA youth participants.

We are able to leverage our funding to include the WIOA youth participants in a host of civic engagement events throughout the programming calendar. The active engagement of Santa Ana youth in civic affairs is part of the core mission of the SAPL TeenSpace program. The Youth Leadership Institute program will leverage funds from the general fund allocation to Civic Engagement to meet the strategic goals of both WIOA and the YCE programs. Youth from WIOA will be given a priority in applying for this institute, although the program will be open to all Santa Ana youth age 14-24.

12. Supportive Services

P. Will your organization provide supportive services to youth such as gas cards, bus pass, childcare assistance, etc. If so, please describe.

Seeds to Trees Academy program will provide supportive services, in the form of transportation to and from training sites, professional clothing assistance, college course books, portfolios and background checks/live-scans. Additionally, youth WIOA participants will be able to participate in the City of Santa Ana Employee Blue Skies program and receive incentives for using an alternate mode of transportation to commute to and from work each day (please refer to letter of intent F13 and attachment W-12 for benefits of the Blue Skies program)

Q. Include the Supportive Service Policy as Attachment G.: Attached**13. Incentives****A. Will your organization provide incentives to youth for accomplishing program benchmarks or personal goals, if so, please describe.**

No, we do not provide incentives as our focus is in providing a paid work experience and training. We do however have a scholarship program that has been established by one of our previous WIA Seeds to Trees youth interns; "The Seeds to Trees" Scholarship which provides an annual scholarship of \$300 to a WIOA youth. Incentives are provided via the Blue Skies supportive service program that all WIOA youth will be enrolled in. The youth will be eligible for the following incentives from the Blue Sky program: Carpooling \$20-\$60 a month, Bus users: \$45 a month; Biking and walking \$20-\$45

B. Include the Incentive Policy as attachment H –

Not Applicable

14. Follow-Up Services**A. Youth Service Providers are required to provide follow-up services to youth participants 12 months after exit. Follow-up documentation will be required 30 days after exit, 60 days after exit, and 1st, 2nd, 3rd, and 4th quarter after exit.**

The Seeds to Trees program will provide follow-up services for these time periods. — — —

B. Elaborate on the types of services that will be provided to youth during each quarter during the 12 month follow-up period.

Youth will be provided the following services and activities during the 12 month follow up period:

1. **College Counseling (Provided by Santa Ana College):** Santa Ana College will continue to provide up to 2 hours of one-on-one College Counseling to youth after exit, to help them keep on track in the post-secondary educational pursuits.
2. **2019 Summer Youth Leadership Institute:** Youth Interns will continue internships in the summer months at the Summer Youth Leadership Institute Program.
3. **Digital Media Apprenticeships:** 8-10 interns from 2017-2018 will be hired as library pages in July of 2017, and will serve as digital media apprentices and peer mentors for the 2018-2019 incoming WIOA youth.

C. Describe if your organization will provide case management, job retention services, mentoring, and ensure the participants attains their goals.

We will continue to provide one-on-one mentoring, tutoring and case-management services. Additionally, we will provide skills development workshops as well as advanced MOOC workshops to reinforce what they have learned.

D. Describe how your organization will ensure that youth meet the Performance Indicators during the follow-up period.

Interns will attend career skills on-site instructor-based and MOOC-based workshops on resume and cover letter creation, interviewing techniques and “Dressing for Success” as part of their on-the-job training. Towards the completion of their program, interns will also attend workshops on job searches, submit applications, and post their resumes on several sites. The youth are brought into contact with potential employers and taught to present themselves effectively in the job market. Students have access to an employment binder where a number of job postings are included weekly. In addition the Case Manager sends several job leads to each participant’s email weekly. After exit, students will continue to have access to the employment binder and also receive emails from Case Manager in regards to possible job leads

E. Describe if your organization will provide youth with incentives or supportive services during follow-up to assist youth retention.

Youth will continue to receive college counseling, referrals, and access to all services that library provides for free. We will not provide incentives, other than inviting youth to celebration events, and providing food and entertainment.

F. How often will the youth be engaged or receive service during the follow-up period.

At minimum, youth will be contacted on a monthly basis and will be encouraged to continue meeting with their mentors on a monthly basis. Additionally, youth will be part of a mailing list with invites to all library/TeenSpace events, special programs and workshops.

15. WIOA Performance Indicators

A. Include a flow chart or visual aid or brief explanation of how your organization will meet the following WIOA Performance Indicators: (Please see attachment for Performance indicators)

16. Prior Outcomes

A. If your organization was previously awarded a WIA contract through the Santa Ana Workforce Investment Board, OC Workforce Investment Board or Anaheim Workforce Investment Board please disclose your organization’s past performance outcomes for the past 1-2 years from each WIB if applicable:

| Performance Outcomes: (Santa Ana WIB grant) | | | | |
|---------------------------------------------|-------------------------|--------------|-------------------------|--------------|
| COMMON MEASURES | 2012 | | 2013 | |
| | (Example: 5 ÷ 15 = 33%) | | (Example: 5 ÷ 15 = 33%) | |
| Increased Literacy/Numeracy Skills | 7 | ÷ 8 = 88 % | 16 | ÷ 18 = 89 % |
| Entered Employment or Post-Secondary | 1 | ÷ 1 = 100 % | 2 | ÷ 5 = 40 % |
| Attained Credential/Diploma/Certificate | 20 | ÷ 20 = 100 % | 21 | ÷ 21 = 100 % |

17. Fiscal Competency

A. Describe the process used to capture and report fiscal data.

The City of Santa Ana uses the Lawson Financial Management System to capture, report, and monitor revenues and expenditures. Grants are provided a unique accounting unit and activities are used to track grant program expenditures and grant matching funds. Every expenditure requires an accounting unit and activity number. Lawson is capable of generating reports at the accounting unit or activity number level.

B. Attach a copy of the organization's procurement policies and procedures as Attachment I. (Attached)

C. What systems are used to ensure fiscal accountability, appropriate expenditures, and planned costs.

The management of the City of Santa Ana has established a comprehensive internal control framework that is designed both to protect the government's assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of the City's financial statements in conformity with GAAP. Because the cost of internal controls should not outweigh their benefits, the City of Santa Ana's comprehensive framework of internal controls has been designed to provide reasonable rather than absolute assurance that the financial statements will be free from material misstatement. As the City, we assert that, to the best of our knowledge and belief, the financial information is complete and reliable in all material respects.

Additionally, the City is also required to undergo an annual "Single Audit" in conformity with the provisions of the Single Audit Act of 1996 and U.S. Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. The standards governing Single Audit engagements require the independent auditor to report not only on the fair presentation of the financial statements, but also on the audited government's internal controls and compliance with legal requirements, with special emphasis on internal controls and legal requirements involving the administration of federal awards.

D. Describe invoicing process and list qualifications of staff assigned to task.

The invoicing process will consist of a review of each period's expenditures, identifying eligible expenditures and submitting a periodic report documenting eligible expenditures. Staff assigned to this task has many years of experience in reporting to local, state and federal agencies. Additionally, staff assigned to the task has performed this function during prior grant years. With each WIA report submitted staff continues to gain experience to provide information more efficiently and effectively.

E. Describe how your organization's financial stability is not dependent on WIOA funds.

The City receives over \$400 million in revenue each year. Additionally, Parks, Recreation, and Community Services Agency (PRCSA) is appropriated approximately \$17.7 million from the General Fund. The amount requested in WIA funds is approximately \$400,000, which

represents approximately 2% of the Agency’s General Fund appropriation and therefore the Agency’s financial stability is not dependent on WIA funding. On the other hand, while the amount of WIA funding is small in comparison to PRCSA General Funds, these funds allow PRCSA to provide very valuable educational opportunities to Santa Ana residents. With such a large City the demand for services often exceeds the available resources. For this reason PRCSA is requesting WIA funding to provide services that otherwise would not be provided by the City due to the limitation of funds.

F. Identify the percentage of budget that will go directly to youth (i.e.: work experience payments, direct training, supportive services, incentives, etc.) versus the percentage of overhead and administrative costs.

90% of the budget will be directly spent on youth in the form of work experience, training, supervision and mentoring.

G. Submit most recent 2 years of audited financial statements as Attachment T & U with the Audited Financial Statement Form signed (Attachment S)

For a complete look at the 2 latest Comprehensive Annual Financial Reports for the City of Santa Ana please visit: <http://www.santa-ana.org/finance/cafr/default.asp>

H. Please include 1 budget form and 1 budget narrative for PY 2015-2016 and one budget form (but not a narrative) for 2016-2017.

(Attached)

18. Additional Attachments

A. You may include additional documents such as flyers, brochures, training descriptions, and/or testimonials that support your proposal and/or further describe the program, as Attachment W.

Please see following page for list of additional attachments.

| | |
|-----|-----------------------------------------------------------------------------------------------|
| W-# | Example: WIOA Youth Brochure |
| W-1 | Letter of Support from Congresswoman Loretta Sanchez |
| W-2 | TeenSpace Staff Biographies |
| W-3 | Description of MOOC's |
| W-4 | Recruitment Flyer for Seeds To Trees Academy |
| W-5 | SAC Higher Education Center @ SAPL Programming |
| W-6 | Occupational Outlook |
| W-7 | Resume's for Counseling Staff: Dr. Larry Singer (PsyD) and Krystal Zavala (MS Counseling) |
| W-8 | List of Referrals for Drug and Alcohol Recovery Programs and Description of drugfreeworld.org |

EXHIBIT 3

| | |
|------|-------------------------------------------------|
| W-9 | Quinn Hedrick – HR Consultant Biography |
| W-10 | Summer Youth Leadership Institute Proposal |
| W-11 | Summer Youth Volunteer Fair |
| W-12 | Blue Skies : Commuter Services Program Brochure |
| W-13 | List of Planned Field Trips |
| W-14 | List of CTV3 Past Videos produced Youth Interns |
| W-15 | Life-Skills and Self-Esteem Workshop Syllabus |
| W-16 | Santa Ana College CASP Program Brochure |
| W-17 | TeenSpace Program Schedule and Flyers |
| W-18 | Testimonials from Past and Present WIA youth |

YSPN MEMBER PERFORMANCE PLAN 2018-2019

Santa Ana Public Library

| WIOA YOUTH POPULATION | | |
|-------------------------------------------|-------|-------------------------|
| Youth Population | Ages | # of Youth to be Served |
| In-School | 16-18 | 3 |
| Out-of-School (75% minimum) | 16-24 | 12 |
| TOTAL NUMBER OF YOUTH TO BE SERVED | | 15 |

| PROJECTED ENROLLMENTS & EXPENDITURES (NOTE: 100% OF YOUTH MUST BE ENROLLED BY 2 ND QUARTER-DECEMBER 31, 2018) | | |
|-----------------------------------------------------------------------------------------------------------------------------|------------------------------|------------------------------------|
| Quarter | # of Enrollments per Quarter | Estimated Expenditures per Quarter |
| 1 st | 12 | \$30,000 |
| 2 nd (100% Enrollment Required) | 3 | \$30,000 |
| 3 rd | | \$30,000 |
| 4 th | | \$30,445 |
| TOTAL | | \$120,445 |

| 14 WIOA ELEMENTS mark a "x" next to the elements provided in your program | |
|------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| X | 1. Tutoring, study skills training, dropout prevention strategies |
| X | 2. Alternative secondary school services or dropout recovery |
| X | 3. Paid & unpaid work experience that have academic and occupational components, which may include: summer employment, pre-apprenticeship, Internships & job-shadowing, or On-the-Job training (20% of funds must be used for this element) |
| X | 4. Occupational skills training—priority for recognized credentials aligned with sectors in-demand |
| X | 5. Education offered concurrently with workforce preparation activities |
| X | 6. Leadership development-community service & peer centered activities |
| X | 7. Supportive Services |
| X | 8. Adult mentoring |
| X | 9. Follow-up services for not less than 12 months after exit (required) |
| X | 10. Comprehensive guidance & counseling drug & alcohol, etc. |
| X | 11. Financial literacy |
| X | 12. Entrepreneurial skills training |
| X | 13. Labor market information-career awareness and exploration |
| X | 14. Activities to help youth prepare for and transition to postsecondary education |

| PERFORMANCE MEASURES July 1, 2018-June 30, 2019 (Projected Benchmarks subject to change) | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| 1. % of Participants who are in education/training, or in unsubsidized employment during the 2 nd quarter after exit | Benchmark: 66% |
| 2. % of Participants who are in education/training, or in unsubsidized employment during the 4 th quarter after exit | Benchmark: 68% |
| 3. The median earnings of Participants in unsubsidized employment during the 2 nd quarter after exit | Benchmark: Pending* <i>*Pending further State and Federal guidance.</i> |
| 4. % of participants who, during the program, are in education or training that leads to a recognized postsecondary credential or employment AND who are achieving measurable skill gains | Benchmark: Pending* <i>*Pending further State and Federal guidance.</i> |
| 5. % of Participants who obtain a recognized postsecondary credential or secondary diploma during participation OR within 1 year after exit | Benchmark: 58% |
| 6. Effectiveness in serving employers | Benchmark: Pending* <i>*Pending further State and Federal guidance.</i> |

COMPLAINT HANDLING
UNDER THE
WORKFORCE DEVELOPMENT ACT

SANTA ANA
WIOA

Santa Ana Local Workforce Development Area
Revised April 25, 2018

EXHIBIT C

25H-236

Table of Contents

| | | |
|------|-------------------------------------------------------------------------|----|
| I. | Information Regarding Complaints_____ | 3 |
| | A. Nondiscrimination and Equal Opportunity Complaints_____ | 3 |
| | 1. Policy Statement_____ | 3 |
| | 2. Civil Rights_____ | 4 |
| | 3. Nondiscrimination laws under WIOA_____ | 4 |
| | 4. How to File Your Complaint_____ | 5 |
| | B. Criminal Complaints_____ | 6 |
| II. | General Procedures for Handling Non-Criminal Violations of the Act_____ | 6 |
| III. | Procedures for Handling Complaints at the LWDA Level_____ | 8 |
| IV. | Procedures for Handling Complaints at the State Level_____ | 12 |
| V. | Procedures for Handling Discrimination Complaints by Participants_____ | 15 |
| VI. | Procedures for Handling Disability Complaints by Participants_____ | 17 |
| | GLOSSARY OF WIOA TERMS_____ | 20 |

I. Information Regarding Complaints

A. Nondiscrimination and Equal Opportunity Complaints

1. Policy Statement

In carrying out the purpose of the Workforce Innovation Opportunity Act (WIOA), the City of Santa Ana Local Workforce Development Area (LWDA) will establish programs to prepare youth and unskilled adults for entry into the labor force and to afford job training to those individuals facing serious barriers to employment. Every effort will be made to provide services necessary for eligible individuals to obtain productive employment.

In implementing WIOA, all contractors in the Santa Ana LWDA will foster equal opportunity and non-discrimination, as provided in State and Federal equal opportunity and non-discrimination laws including, but not limited to:

- Title VI of the Civil Rights Act of 1964
- Title VII of the Civil Rights Act of 1964
- The Age Discrimination Act of 1975, as amended
- Section 503 of the Rehabilitation Act of 1973
- Section 504 of the Rehabilitation Act of 1973
- Title IX of the Education Amendments of 1972
- Section 188 of the Workforce Innovation Opportunity Act of 2014

In keeping with our commitment, no individual shall be excluded from participation in, denied benefits of, subjected to discrimination under, or denied employment, in the administration or of in connection with any WIOA funded program because of race, color, religion, sex, national origin, age, disability, or political affiliation or belief.

Participation in programs and activities financially assisted in whole or in part under WIOA shall be open to citizens and nationals of the United States, lawfully admitted permanent resident aliens, lawfully admitted refugee, parolees, and other individuals authorized by the Attorney General to work in the United States.

No individual will be intimidated, threatened, coerced, or discriminated against because of filing a complaint, furnishing information, or assisting or participating in any manner in an investigation, compliance review, hearing or any other activity related to the administration of WIOA.

Administration responsibility for this Equal Opportunity/Affirmative Action (EO/AA) Program is delegated to the Equal Employment Opportunity (EEO) Officer for the Santa Ana local Workforce Development Area. Equal opportunity and non-discrimination, however, will only be achieved through leadership and implementation of a viable Affirmative Action Equal opportunity Program.

2. Civil Rights

No one applying for or enrolled in the Workforce Innovation Opportunity Act (WIOA) programs may be discriminated against because of race, color, creed, disability, national origin, sex, age, political affiliation, or beliefs.

This means that – for any of the characteristics listed above:

- You may not be denied the opportunity to enroll in WIOA.
- No benefits or services may be denied you for discriminatory reasons.
- You may not be segregated or treated any differently from other applicants or participants, while you are being registered, interviewed, counseled or tested; or while you are working or attending classes as part of the program.
- You must be provided an equal chance to use all facilities available in the program.
- Fair employment practices must be provided to all staff with regard to recruiting, hiring, transferring, promotions, training, compensation, benefits, layoff, and termination.

You have the right to make a complaint if you feel you have been denied any of the above opportunities. You cannot in any way be penalized for filing a complaint. Your WIOA sponsor has established a mechanism for handling complaints and grievances. Your complaint must be filed within 180 days. All complaints will be handled confidentially.

3. Nondiscrimination Laws under WIOA

Title VI of the Civil Rights Act of 1964

Prohibits discrimination on the basis of race, color, national origin, or religion.

The Age Discrimination Act of 1975

Prohibits arbitrary discrimination against persons age 40-70.

The Rehabilitation Act of 1973

Prohibits discrimination based on disability.
Title IX of the Education Amendments of 1972

Prohibits discrimination in any education or training program or activity receiving federal financial assistance.

OTHER CIVIL RIGHTS LAWS:

Title VII of the Civil Rights Acts of 1964

Prohibits discrimination in employment based on race, color, religion, sex, or national origin in all terms and conditions of employment and establishes the Equal Employment Opportunity Commission as the administrative agency.

White House Executive Order no. 11246 as Amended by Executive Order No. 11375

Creates the office of Federal Contract Compliance and prohibits discrimination based on race, color, sex, religion, or national origin.

Department of Labor Secretary's Order no. 4-73

Prohibits discrimination based on sex.

Equal Pay Act of 1963

Prohibits pay differential solely because of sex.

Emergency Employment Act of 1971

Prohibits discrimination based on race, creed, national origin, political affiliation, or beliefs.

4. How to File Your Complaint

- a. Put your complaint in writing.
- b. Have it sworn to before a notary public, if possible.
- c. Provides details that tell what happened, where it happened and when it happened.
- d. Give the name and addresses of all persons who were present or who had anything to do with the matter.

...Complaints on the basis of race, color, or national origin, age, sex, religion, political affiliation or belief, retaliation and citizenship, must be filed within 180 days of the alleged occurrence directly with:

Director
Civil Rights Center
U.S. Department of Labor, Room N-4123
200 Constitution Ave., NW
Washington, D.C. 20210

Complaints on the basis of disability must be filed within 180 days of the alleged occurrence. These complaints must be filed directly with the WIOA administrative entity. The WIOA administrative entity shall issue a written decision within 30 days of the filing of the complaint. If the complaint is still unresolved, an appeal may be made to the Chief of State Workforce Investment Division Office.

The Department of Labor, the Civil Service Commission, the Equal Employment opportunity Commission, and many other offices and agencies are committed to assuring equal employment opportunities for all persons. They will protect you.

A case may be taken to court if the other processes do not yield satisfactory results.

You may hire your own lawyer, or if you cannot afford one, the court may appoint one for you.

It is unlawful for an employer, union, or employment agency to punish you or any witness for attempting to present the facts in a case.

YOUR CIVIL RIGHTS UNDER THE
WORKFORCE INNOVATION OPPORTUNITY ACT
Santa Ana Local Workforce Development Area
1000 E. Santa Ana Blvd., Ste 200
Santa Ana, CA 92701
(714)565-2600

B. Criminal Complaints

In accordance with the WIOA and the implementing code of Federal section 667.600.... Federal handling of criminal complaints and report fraud, abuse and other criminal activity. "All information and complaints involving fraud, abuse or other criminal activity shall be reported directly and immediately to the City of Santa Ana and the Secretary of Labor."

II. General Procedures for Handling Non-Criminal Violations of the Act

The following procedure is promulgated to meet the requirements of Title 20, of the Code of Federal Regulations, Section 186 through 188 of the WIOA regulations, and Section 181 of the Act (Public Law 105.200: 29 U.S. Code Sec. 2931 et seq.) at the State and LWDA level for the

EXHIBIT 3

receipt, investigation, hearing, and resolution of complaints by WIOA participants, sub recipients, applicants for participation, or financial assistance, labor unions, community based organizations, or any other persons.

These procedures provide for resolution of non-criminal complaints arising from the operation of the Santa Ana LWDA.

A complaint is defined here as a written expression by a party alleging a violation of the Act, regulations promulgated under the Act, recipient grants, sub agreements, or other specific agreements under the Act, including terms and conditions of employment of such participants in employment training programs. All complaints, amendments and withdrawals shall be in writing. These procedures are intended to resolve matters which concern policies, procedures or action(s) arising in connection with WIOA programs operated by each LWDA grant recipient and sub recipient under the Act.

These procedures shall not be construed as affecting any other available legal remedy outside of the WIOA complaint process (i.e., disputes regarding terms and conditions of employment of any employee who is not a participant), either separately or simultaneously, that a person may wish to pursue in the resolution of a non-WIOA complaint. Also, these procedures do not restrict the LWDA grant recipient staff in carrying out informal discussion

Procedures do not restrict the LWDA grant recipient staff in carrying out informal discussion and resolution of any problems outside of and without resort to the formal complaint procedure.

A. The following principles and rules apply to all complaints at all steps of the complaint procedures:

1. All complaints must be made in writing within 180 days of the alleged occurrence, except complaints alleging fraud or criminal activity.
2. All persons filing a complaint shall be free from restraint, coercion, reprisal, or discrimination. Good faith efforts shall be made to informally resolve the complaint prior to the scheduled hearing. Complainants have the right to withdraw their complaints (in writing) at any time prior to the hearing. A complainant may amend his/her complaint to correct technical deficiencies but not to add issues.
3. Complainants shall have the right to be represented at their own expense by person(s) of their choosing at all levels of the complaint process.
4. Upon enrollment into employment or training, participants shall be provided with a written description of these procedures, including notification of their right to file complaints and instructions for filing.

An employer of participants, including private-for-profit employers of participants, may use this or other complaint resolution procedures so long as the participant is informed of the complaint resolution procedure they are to follow and the time frames governing review of complaints are met.

A "participant", within the meaning of these procedures, is an individual who receives employment-training services under a program funded by Santa Ana LWDA. The Complaint Resolution Procedures contained herein (or the alternative procedures which an employer may use) shall be available to participants to resolve disputes regarding items and conditions of employment of such participants in employment training programs. However, such procedures shall not be used to resolve disputes regarding terms and conditions of employment of any employee who is not a participant, as defined herein.

5. If a complaint does not receive a decision at the LWDA grant recipient level within 60 days of filing the complaint or receives an unsatisfactory decision, the complainant then has a right to request a review of the complaint by the Governor.
6. Complainants must initially file and exhaust LWDA grant recipient/hearing procedures prior to appealing to the State except where the State determines that the LWDA grant recipient's procedures are not in compliance with the State's procedures.

III. Procedures for Handling Complaints at the LWDA Level

A. Receipt Complaints

Pursuant to the WIOA regulations found at 20 CFR, Section 683.600, the LWDA administrative entities have the responsibility to conduct hearings and resolve complaints made by individuals about the administration of programs in the LWDA. "LWDA level" encompasses LWDA administrative entity and employers to which the administrative entity has delegated the complaint resolution process. The following comprise the guidelines for resolving issues arising in connection with WIOA programs operated by the Santa Ana LWDA including resolutions of complaints arising from actions, such as audit disallowances or the imposition of sanctions taken by the Governor with respect to audit findings, investigations or monitoring reports.

1. Form and Filing of Compliant

Official filing date of the compliant is the date the written complaint is received. The filing of the complaint with the Santa Ana LWDA Equal Employment Opportunity Officer shall be considered as a request for hearing and a decision must be issued within 60 days. The complaint must be in writing and must be signed and dated. The complaint should also contain the following information:

- a. Full name, telephone number, if any, and mailing address of the complainant;
- b. Full name, telephone number, and mailing address of the agency involved (respondent);
- c. Clear and concise statement of facts including dates constituting alleged violation;

EXHIBIT 3

- d. What provisions under the Act, regulations, grant or other agreements under the Act, are believed to have been violated;
- e. Remedy sought by the complainant; and
- f. If the complainant is a private or public entity or corporation, and not a natural person, the filing of the complaint must be duly authorized by the governing body of such entity or corporation.

The absence of any of the requested information shall not be a basis for dismissing the complaint.

A copy of the complaint must be sent to the respondent and both parties notified of the opportunity for an informal resolution. At each step of the complaint process, the complainant must be notified in writing of the next procedural step.

2. Informal Conference

Informal conferences will be utilized by the Santa Ana LWDA to resolve complaints; however, such informal conferences shall not extend the time within which a decision must be issued after receipt of a complaint. Attempts at informal resolution will commence with two (2) weeks of the date of filing of the complaint.

- a. The EEO Officer will review the case and ascertain facts prior to the conference so that appropriate resolution can take place at the time of this meeting whenever possible.
- b. Although the complainant should be encouraged to attend this conference, his/her failure to do so should not preclude his/her right to request a hearing on the matter.
- c. If mutually satisfactory resolution results and the Santa Ana LWDA concurs, the EEO Officer will write a brief report for the file stating the issues and resolution. The matter shall then be considered closed.
- d. If resolution does not result, the complainant shall be provided the necessary information and assistance to request a hearing if he/she so desires.

3. Request for Hearing

- a. As in the case of the complaint, the request for a hearing should be put in writing and be filed in person or by mail. A governing board resolution of authorization to appeal should also be submitted when appropriate. The request should be filled with:

Jennifer Sommers
Sr. Personnel Analyst – EEO Officer
20 Civic Center Drive, M-24
Santa Ana, CA 92701
(714) 647-5348

- b. A hearing will be scheduled by the EEO Officer within thirty (30) days of the date of filing of the complaint.

4. Notice of Hearing

Upon receipt of the request for hearing, the complainant and the respondent will be notified in writing of the hearing ten (10) calendar days prior to the date of the hearing. The ten-day notice may be shortened with the written consent of the parties. A decision will be issued by the Santa Ana LWDA within sixty (60) days of the date of filing of the complaint.

The hearing notice shall be in writing and contain the following information:

- a. The date of notice, name of the complainant, and the name of the party against whom the complaint is filed.
- b. The date, time and place of hearing before an impartial hearing officer.
- c. A statement(s) of the alleged violation(s)
- d. Advise as to where information or assistance may be obtained, and the name, address, and telephone number of the Santa Ana LWDA Equal Employment Opportunities (EEO) Officer who can answer inquiries.

B. Conduct of Hearing

The hearing shall be conducted in an informal manner with strict rules of evidence not applicable. Unnecessary technicalities should be avoided. It should provide the flexibility to enable adjustment to the circumstances presented.

- 1. The hearing officer shall have complete independence to obtain facts and make decisions. The hearing officer shall be in a position to render impartial decisions and thus should not be subordinate to the Santa Ana LWDA or its sub recipients. The hearing officer will be selected from a list of names on file with the EEO Officer.
- 2. Full regard must be given to the requirements of due process to insure a fair and impartial hearing.
- 3. The hearing office designated by the EEO Officer to function in a quasi-judicial capacity should begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted, making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer might take testimony under oath or affirmation to give some assurance of veracity to the hearing.

EXHIBIT 3

4. The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.
5. The party involved should have the right to be represented (at their own expense) if he/she so desires. Other he/she is limited to his/her own abilities and those to the hearing officer in obtaining testimony in the case.
6. It is important that the hearing officer obtain the fullest information for the record. If the parties involved, or their representatives, do not know how to ask the right or pertinent questions in pursuing their right to due process, it shall be necessary for the hearing officer to step in to have all the materials and relevant facts elicited.
7. The practice in informal hearings is generally not to apply strict rules of evidence in obtaining facts. However, the quantity of evidence required to support a decision on an issue should be sufficiently credible that the state (or other appropriate agency), upon reviewing the decision, would conclude that the decision is supported by substantial evidence.
8. The hearing officer should attempt to negotiate a resolution of the issue at any time prior to the conclusion of the hearing.
9. Within ten (10) days of the conclusion of the hearing, the hearing officer will issue a recommended decision to the LWDA for final determination. The recommended decision shall be in writing and may be accepted, rejected or modified by the Santa Ana Workforce Development Board.

C. Issuance of Decision

Within sixty (60) calendar days of filing of the complaint, the Santa Ana LWDA shall issue a written decision to all parties by first class mail. The final decision shall contain the following information:

1. The name of the parties involved.
2. A statement of the alleged violation and issues related to the alleged violation.
3. A statement of the facts.
4. The decision and the reasons for the decision.
5. A statement of corrective action, if any, to be taken.
6. Notice of the right to request, within ten (10) calendar days of receipt of the decision, a review of the decision by the State Review Panel.

D. Record of Hearing

An administrative file containing support documents on the complaint resolution process hearing conducted will be retained by the Santa Ana LWDA. The purpose of a record is to serve as substantiation of the process followed by the Santa Ana LWDA on the resolution of the issues and the results. This information would then be available for subsequent review in the event the matter is raised with the State. Such records must be retained for a three-year period after the grant has been officially closed out.

The Santa Ana LWDA's written decision will be included in the record. Evidence received at the hearing, notes by the hearing officer, stenographer's notes and tape recordings may also be used.

E. Establishment of Complaint Procedures

In accordance with Section 683.600, each employing agency including private-for-profit employers of participants under the Act is required to establish a complaint procedure for resolving matters relating to the terms and conditions of employment. Employers may operate their own grievance system or may utilize the Santa Ana LWDA's established procedures under Section 683.600. At a minimum these procedures must include:

1. Written notice, upon enrollment into employment training services, of the scope and availability of such procedures. Employer's grievance procedures shall be set forth in a written document and must meet the regulation mandate that a complaint will be resolved with sixty (60) days from the date the complaint was filed. A copy of employer's grievance procedure shall be provided to each participant upon enrollment in employment training.
2. Written notice, at the time the grievance is filed, of the procedures under which the grievance will be processed.
3. Written notification of the disposition of the grievance and a written decision shall be issued within thirty (30) days of the filing of the grievance unless a present and long established grievance specifically provides other limits; and
4. Written notification of the participant's right to request a review of the employer's decision by the Santa Ana LWDA and the State Review Panel in accordance with Section 683.600.

IV. Procedures for Handling Complaints at the State Level

Section 181 (c) of the Act and the WIOA regulations at 20 CFR, Section 683.600 (d) requires the Governor to establish a State Review process of complaints filed at the LWDA grant recipient level and of complaints initially filed at the State level.

Appeals of decisions issued at the LWDA level including audit disallowances and sanctions shall be reviewed by the State Review Panel. The State Review Panel shall review the record

established at the LWDA level and shall issue a decision based on the information contained therein.

Complaints which may be initially filed at the State level will be heard by an independent hearing officer designated by the State Workforce Investment Division (WID). The hearing officer shall conduct a hearing and issue a recommended decision to the State Panel. The recommended decision shall be in writing and may be accepted, rejected or modified by the State Review Panel.

A. Form and Filing of Complaint.

1. Request for State Review of LWDA Level Decisions

On receipt of a complainant's request for review because of an unsatisfactory decision, the State shall provide for an independent state review.

2. Filing of Requests for State Review

The State Review Panel shall review all LWDA level decisions when a request for review is filed within 10 days of receipt of the adverse decision. Such requests must be filed in writing with the Chief of the WID Office. The request for review should contain the following information:

- a. Full name, address, and telephone number of the party requesting the review
- b. Full name, address, and telephone number of the other party
- c. A copy of the decision
- d. Brief statement of reasons for review or the section of the LWDA decision to be reviewed including regulatory and statutory citations
- e. A statement of the relief sought.

3. Complainant Responsibility

It is the responsibility of the complainant to include in the request for review a written statement setting forth the facts presented at the LWDA hearing which support the requested relief.

The Chief, WID, shall mail a copy of the request for review to the other party and to the LWDA. It shall be the responsibility of the LWDA to submit the complete record including a typed record of the hearing to the Chief, WID, within ten (10) days.

B. Conduct of Hearings.

1. Request for Hearing at the State Level

If no decision has been issued at the LWDA level or the State has determined an audit disallowance or imposed sanctions, the complainant may request a hearing. The hearing officer will then issue a recommended decision to the State's Review Panel for final determination.

2. Filing for Request for Review

The request for a State hearing shall be filed within ten (10) days after LWDA should have issued a decision or ten (10) days after the issuance of the audit disallowance or sanction. The request shall be filed directly with the Chief of the WID in writing and should include the following:

- a. Full name, address, and telephone number of the LWDA
- b. Name, address, and telephone number of the LWDA
- c. Copies of complaints made at LWDA level from which no decisions were issued or sanctions and imposed.
- d. A statement of basis for the request for hearing.

3. Evidentiary Hearing

Upon receipt of the request for a State level hearing, a hearing before a designated hearing officer will be scheduled.

The hearing will be recorded mechanically or by court reporter.

Both parties concerned will have the opportunity to present oral and written testimony under oath, to call and question witnesses in support of his/her position, to present oral and/or written arguments, to examine records and documents relevant to the issue(s), and to be represented.

The hearing officer shall issue a written decision, which shall be forwarded to the State Review Panel for final determination.

The State Review Panel may accept, reject or modify this recommendation. The decision of the State Review Panel is final except for audit disallowances, which must be approved by the Secretary of Labor

C. State Review Panel

The State Review Panel will consist of a panel of three representatives from the Employment Development Department: one from the Legal Offices, one from the WID, and one from the Director's office. The panel will issue a written decision, which will be sent to the appropriate parties within thirty (30) days of receipt of the request for State review.

Decisions issued by this panel, under the authority of the Governor, are final.

D. Issuance of State Review Decision.

The State review will be limited to violations of the WIOA, implementing WIOA regulations or the grant agreement. This review shall be limited to the record established at the LWDA hearing.

V. Procedures for Handling Discrimination Complaints by Participants.

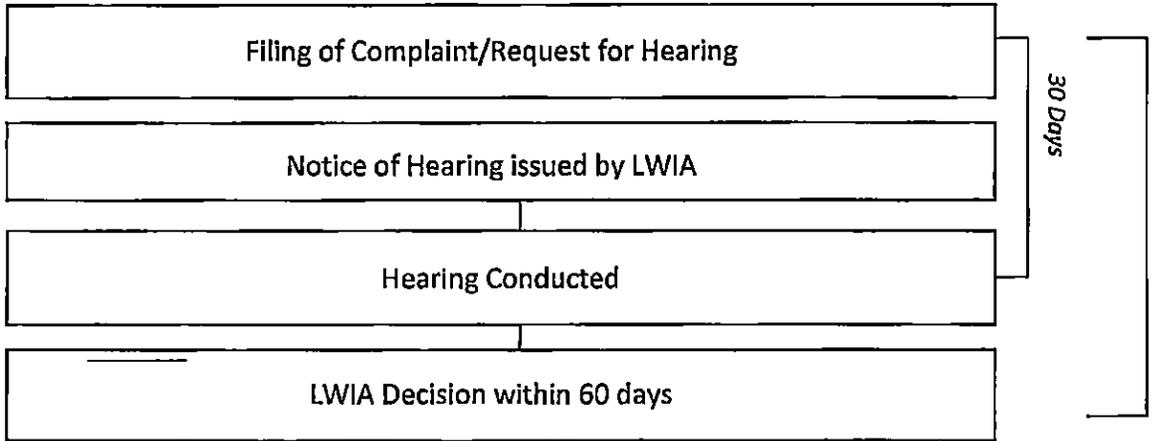
- A. Complaints on the basis of race, color, or national origin, age, sex, religion, political affiliation or belief, retaliation, and citizenship, where appropriate, must be filed within 180 days of the alleged occurrence.
 - 1. It is the responsibility of the Santa Ana LWDA's Equal Employment Opportunity (EEO) Officer to determine jurisdiction and to make the complainant aware of and provide assistance in filing a complaint in accordance with the Santa Ana LWDA's procedure under Section II (A).

PROCEDURES FOR HANDLING NON-CRIMINAL COMPLAINTS

No later than
180 days of
alleged
discrimination

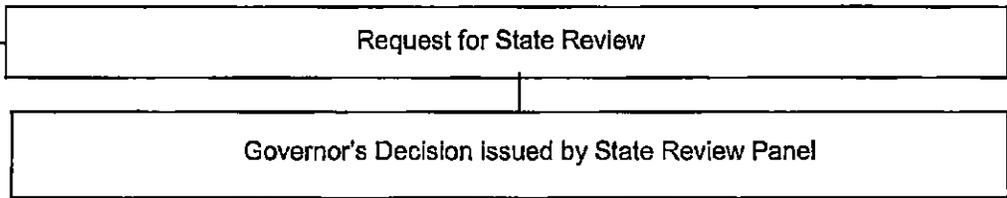
Handling of complaints filed at LWIA level arising in connection with WIA programs operated by LWDA's

Informal Resolution Process



Unsatisfactory Decision or LWDA Decision not issued within 60 days

Within 10 days of
receipt of
unsatisfactory
decision or 10
days from date
LWIA decision
should have been
issued.



If no decision issued by State Review Panel

Appeal to DOL

2. In cases where areas of authority overlap, it is the responsibility of the EEO Officer to advise the complainant of the existence of State, Federal and other proper action agencies, which may also have a bearing.
3. Complainants alleging discrimination under this part will be made aware of their right to file directly with the Office of Civil Rights (OCR), U.S. Department of Labor and applicable procedures.
4. Complainants must file their complaint directly with:

Jennifer Sommers
Sr. Personnel Analyst – EEO Officer
20 Civic Center Drive, M-24
Santa Ana, CA 92701
(714) 647-5348

VI. Procedures for Handling Disability Complaints by Participants

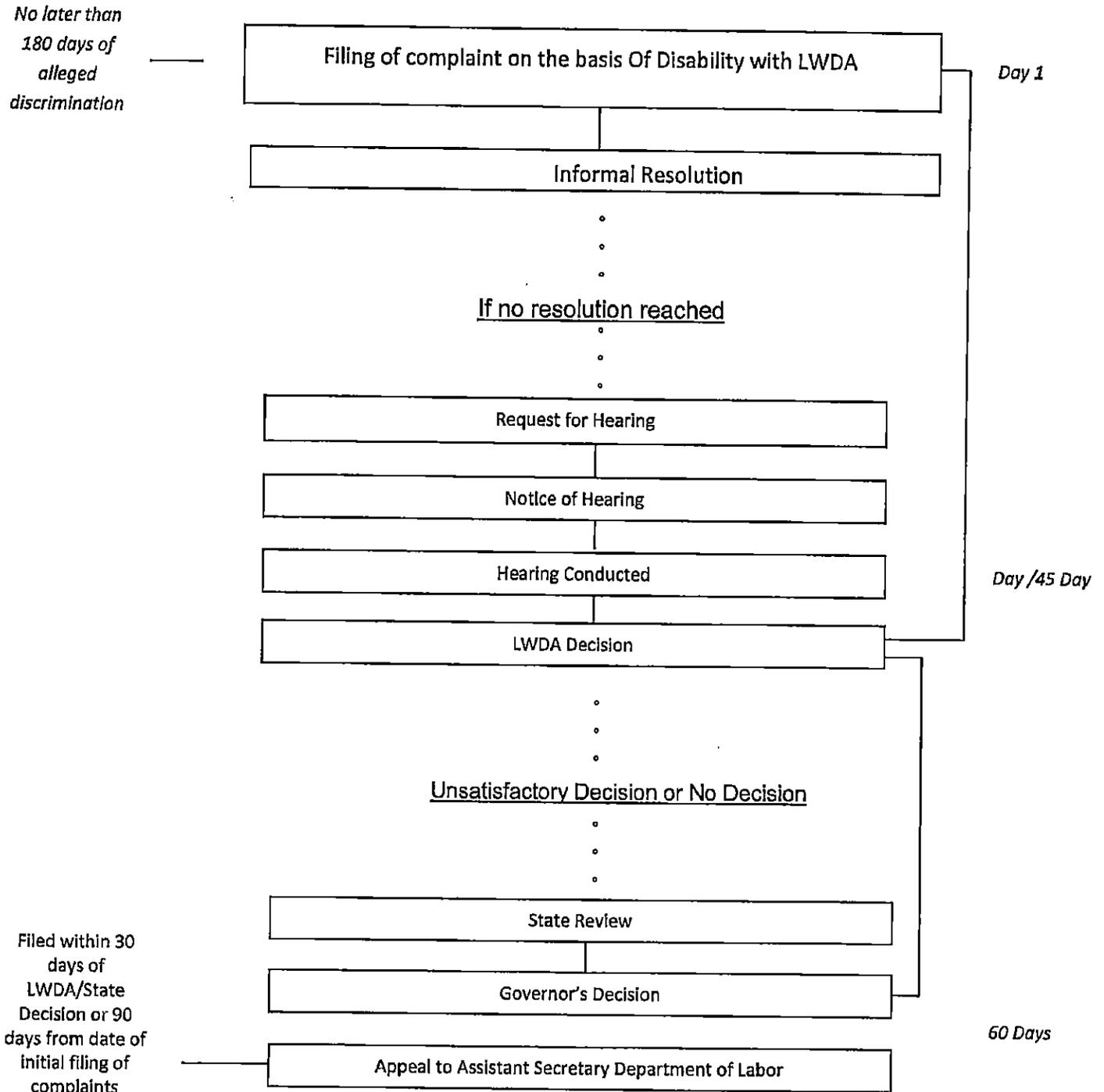
Complaints alleging discrimination on the basis of disability will be filed and processed under the Department of Labor regulations implementing Section 504 of the Rehabilitation Act of 1973 at 29 Code of Federal Regulations Section 32.

1. Complaints must exhaust the Santa Ana LWDA's informal resolution procedures before filing their complaint with OCR.
 2. Complainants will be made aware of the 180 days requirement in which to file his/her complaint.
- A. Procedures at the LWDA Level
1. The complainant shall file his/her complaint directly with the Santa Ana LWDA. Upon receipt of the complaint, the EEO Officer shall investigate and gather information concerning the complaint.
 2. An informal conference will be held with the parties concerned in an effort to resolve the issue(s). The complainant has the right to be present and may be represented during the conference.
 3. The Santa Ana LWDA shall issue in writing its decision to the complainant no later than thirty (30) days after the filing of the complaint.
- B. Procedures at the State Level
1. The complainant may appeal to the State if he/she is not satisfied with the decision of the Santa Ana LWDA.

EXHIBIT 3

2. The Complainant must file his/her appeal as a request for review directly with the Chief WID within ten (10) calendar days after the receipt of the Santa Ana LWDA's decision.
3. The Chief-WID, shall issue a decision no later than thirty (30) calendar days after receipt of the request for review.
4. After the complainant has received a decision or no decision has been received from the Director of Employment Development Department (on behalf of the Governor), the complainant has the right to appeal his/her complaint within thirty (30) calendar days to the Office of Civil Rights (OCR) with the Department of Labor.

PROCEDURES FOR HANDLING DISABILITY COMPLAINTS



GLOSSARY OF WIOA TERM

AGE DISCRIMINATION ACT – A law passed by Congress in 1975 which prohibits discrimination on the basis of age by any program or activity receiving Federal Funds.

APPLICANT – An individual who applies to a subrecipient or contract for services provided under WIOA and who has not yet transitioned to the status of participant.

ASSESSMENT – Services designed to determine each participant's employability, aptitudes, abilities and interests and to develop a plan to achieve the participant's employment and related goals; also to identify the available employment and training activities appropriate for the participant. Testing and counseling may also be used during assessment process.

CHARGING PARTY (CP), COMPLAINANT, GRIEVANT, OR AGGRIEVED PERSON – The person who charges that he/she has been discriminated against under Department of Justice nondiscrimination and civil rights regulations and/or guidelines.

DISCRIMINATION – In general, a failure to treat all equally, whether intentional or unintentional; the effect of an action, policy or practice which selects an individual or class of persons to receive unequal treatment.

ELIGIBLE NON-CITIZEN – Lawfully admitted permanent resident, aliens, lawfully admitted refugees, and parolees and other individuals authorized by the Attorney General to work in the United States.

EMPLOYER – An employer subject to the provisions of the Civil Rights Act of 1964, as amended, including state and local governments and any Federal agency subjects to the provisions of Section 717 of the Civil Rights Act, as amended; and any Federal contractor or subcontractor covered by executive Order 11246, as amended.

GRIEVANCE – An allegation that something imposes an illegal obligation or burden or denies some equitable or legal right, or causes injustice .

INDIVIDUAL WITH A DISABILITY – Any individual who has a physical or mental disability that constitutes or results in a substantial challenge to employment.

INTAKE – Includes screening to determine eligibility; to select from eligible applicants those individuals who are most in need and can benefit from program services; to complete procedural requirements necessary to enroll an individual into the program and to refer those not enrolled to other programs.

JOINT COMPLAINT – A complaint of employment discrimination covered by Title VII or the Equal Pay Act and by Title VI or Title IX. Individual "joint complaints" are normally investigated by EEOC

EXHIBIT 3

unless OCR has a compelling reason to investigate. "Joint complaints" alleging discrimination in employment and other practices and pattern or practice "joint complaints" are normally investigated by OCR.

JURISDICTION – Authority to investigate and resolve complaints against an institution subject to a law or statute which has been assigned to OCR for enforcement, i.e., Title VI, Title IX, etc.

PARTICIPANT – Any applicant who has: (1) Been determined eligible for participation upon intake; and (2) Who is receiving subsidized employment, training or services (except post-termination services) funded under the Act, following intake, except for an individual who receives only outreach and/or intake and assessment services.

CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
and COOPERATIVE AGREEMENTS

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 any agency, 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 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 31 U.S.C. 1352. 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 occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure.

Santa Ana Public Library
Grantee/Contractor Organization

Seeds to Trees Academy
Program Title

Gerardo Mouet
Signature

Gerardo Mouet
Name of Certifying Official Signature

Certification Regarding Drug-Free Workplace Requirements

The certification set out below is a material representation upon which reliance is placed by the U.S. Department of Housing and Urban Development in awarding the grant. If it is later determined that the contractor knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the U.S. Department of Housing and Urban Development, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

CERTIFICATION

- A. The contractor certifies that it will provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing a drug-free awareness program to inform employees about --
 - (1) The dangers of drug abuse in the workplace;
 - (2) The contractor's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee who will be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the contract, the employee will -
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
 - (e) Notifying the U.S. Department of Housing and Urban Development within ten days after receiving notice under subparagraph (d)(2) from an

EXHIBIT E

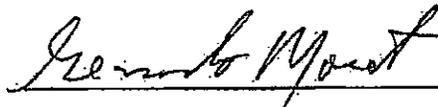
employee or otherwise receiving actual notice of such conviction;

- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted -
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The contractor shall insert in the space provided on the attached "Place of Performance" form the site(s) for the performance of work to be carried out with the grant funds (including street address, city, county, state, and zip code) .the contractor further certifies that, if it is subsequently determined that additional sites will be used for the performance of work under the contract, it shall notify the U.S. Department of Housing and Urban Development immediately upon the decision to use such additional sites by submitting a revised "Place of Performance" form.

5-8-18

Date



Gerardo Mouet

City of Santa Ana/SAPL

**DIVISION OF EMPLOYMENT SERVICES
PLACE OF PERFORMANCE
FOR CERTIFICATION REGARDING DRUG-FREE
WORKPLACE REQUIREMENTS**

Name: City of Santa Ana/ Santa Ana Public Library

Name of Contractor: City of Santa Ana/ Santa Ana Public Library

Contractor Number: A-2017-

Date: July 1, 2017 - June 30, 2018

The Contractor shall insert in the space provided below the site(s) expected to be used for the performance of work under the contract covered by the certification:

Place of Performance (include street address, city, county, state, zip code for each site):

26 Civic Center Plaza, Santa Ana, CA 92702

Address

EXHIBIT E

25H-260

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' Responsibilities. The regulations were published as Part VII of the May 16, 1988, Federal Register (Pages 19160-19211).

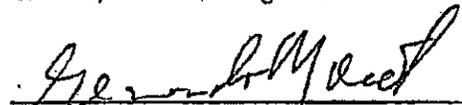
(Before completing certification, read instructions which are an integral part of certification)

1. The prospective primary participant, (i.e. grantee) certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Santa Ana Public Library-Seeds to Trees Academy
 Grantee/Contractor Organization


 Gerardo Mouet, Executive Director

5/8/2018

Date

INSTRUCTION FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. 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) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarment", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principle", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set 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.
5. 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 the DOL.
6. The prospective recipient of Federal assistance funds agrees by submitting this proposal, that it will include the clause title "Certification Regarding Debarment, Suspension, Ineligible, or Voluntarily Excluded from the Covered Transaction unless it knows that the certification is erroneous.
7. 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 to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. 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.

BUDGET FORM 2018-2019

| Organization Name: | Administrative Cost (Not to Exceed 10%) | Total Program Cost | Total WIOA Cost | Match/In Kind |
|---------------------------------------------------------------------------|-----------------------------------------|---------------------|--------------------|------------------|
| Santa Ana Public Library: Seeds to Trees Digital Media Technology Academy | | | | |
| Personnel Salaries: | | | | |
| 1 :Lead Case Managers (100% FTE) | | | \$36,119 | |
| 2 Program Director | | | | \$9,000 |
| 3 Assistant Program Director | | | | \$17,886 |
| 4 Library Operations Manager | | | | \$15,276 |
| 5 Support Staff/Tutor/Mentors – (55% FTE) | | | \$7,705.05 | \$72,957 |
| Personnel Benefits: | | | | |
| 1 :Lead Case Manager (100% FTE) | | | \$2,889.52 | |
| 2 Program Director | | | | \$2,167.5 |
| 3 Assistant Program Director | | | | \$5,560 |
| 4 Library Operations Manager | | | | \$4,736 |
| 5 Support Staff/Tutor/Mentors – (55% FTE) | | | \$616.40 | \$ 17,634.19 |
| Total Personnel Salaries & Benefits | \$0.00 | \$172,445 | \$47,329.97 | \$145,217 |
| Operating Expenses: | | | | |
| Rent | | | | |
| Legal Services | | | | |
| Auditing Services | | | | |
| Indirect Cost | \$2655.74 | | \$2655.74 | |
| Staff Training | | | | |
| Staff Conferences | | | | |
| Participant Wages | | | \$68,659.97 | |
| Supportive Services | | | | \$2,500 |
| Participant Training | | | | \$6,952 |
| Youth Conferences | | | \$1,800 | |
| <i>Follow-Up Services for 2019</i> | | | | \$ 21,000 |
| Total Operating Expenses | \$2655.74 | \$104,857.71 | \$73,115.71 | \$31,742 |
| GRAND TOTAL (Personnel + Operating) | \$2655.74 | \$297,404 | \$120,445 | \$176,959 |

BUDGET NARRATIVE

Organization: Santa Ana Public Library

Instructions:

This Budget Narrative provides a detailed description of each line item reflected on the Budget Form (Attachment B). Only need to submit 1 Budget Narrative for Program Year 2015-2016. However, you will need to fill out two Budget Forms, one for 2015-2016 and one for 2016-2017. Please include the cost allocation of each line item within this budget narrative. Please align the budget narrative with the budget form. Each section of this budget narrative describes the cost allocation, formula, and/or bases for the costs of the program. The Budget Narrative and Budget Form may be amended and/or modified during the program year to adjust line items, but not to exceed the total grant amount, with the approval of the contractor's Executive Director and City of Santa Ana's approval. Please elaborate on the appropriate line item budget narrative how the program will fulfill at least 20% of funds will be used for work experience.

1. Personnel Salaries

- a. List each individual position dedicated to this project. List the staff title, percentage of full time equivalent (FTE) or the amount of time to be charged to this project and indicate cost for each staff
 - b. Briefly describe their role and how the grant will benefit from their role
- i.) **Lead Case Managers—TBD (3 Library Assistants): 100% FTE for 12 months: \$ 36,119 WIOA Funds (75% OSY = \$ 27,089.25 WIOA Funds)**
 Responsible for management of all student interns, maintaining WIA compliance, mentoring of several youth, follow up services to previous year WIA youth and management of all employment and library based training components. The Case Manager will dedicate 100% of their time to WIOA for 12 months to recruit and enroll youth, provide WIOA youth with case management, work readiness preparation, educational resources, coordinate work experience sites, and assist youth in obtaining employment, training, and State recognized certificates. Supervise interns working on e-library web portal for Youth College and Career preparation.
- ii.) **Program Director – Cheryl A. Eberly (Youth Service Supervisor): 10% FTE for 12 Months: \$9,000 In-Kind.** Responsible for general oversight and direction of program. Youth Services Supervisor – Cheryl A. Eberly. 10% (200 hrs) of \$91,000 (annual salary) = **\$9,000 In-kind (In-Kind)**
- iii.) **Assistant Program Director – Lyzbeth Beltran (Library Assistant): 35% FTE for 12 Months: \$17,886 In-Kind.** Responsible for assisting with general oversight and direction of program and for training case workers. 35% (700 hours) of \$51,104 (annual salary) = **\$17,886 (In-Kind)**

EXHIBIT 3

iv.) **Technology/CTV3 Coordinator – Lynn Nguyen (Principal Librarian) : 25% FTE for 12 Months: \$20,535.00 In-kind.** Responsible for oversight and management of technology aspects of the grant, website and CTV3 television programming.

v.) **Library Operations Manager – Heather Folmar (Library Operations Manager):15% FTE for 12 Months: \$15,276.00 In-Kind.** Responsible for supervising library operations in relation to this grant.

v.) Support Staff/ Tutor/Mentors

1.) **Clerical Support Staff – Clerk (TBD): 45% FTE for 12 Months:**

\$7,705.05 WIOA (75% OSY = \$5778 WIOA Funds) Assist in document management, recruitment, eligibility determination, payroll of staff, assist with overall operations, and inquiries and information technology courses.

4.) **Out-of-School Youth Tutors/Mentors: 85% FTE for 12 Months: \$24,429.00 In-Kind.**

One-on-one mentoring and tutoring of out-of-school youth, and coordination and instruction of several workshop/ MOOC components.

5.) **In-School Youth Tutor/Mentors: 40% FTE for 12 Months: \$9,688 In-Kind** One-on-one mentoring and tutoring of In-school youth, and coordination and instruction of several workshop/ MOOC components.

6.) **MOOC's coordinator – Saldy Valdez (Librarian): 35% FTE for 12 Months: \$19,950 In-Kind.**

Responsible for management of all MOOC based training elements of program, will mentor several out-of-school youth.

7.) **Garfield Site Coordinator – David Lopez (Librarian): 30% FTE for 12 Months: \$17,100 In-Kind.**

Responsible for management college credit course based training components located at Garfield and video production workshops.

8.) **Graphic Design/ Website Design Course Coordinator – (Librarian): 15% FTE for 12 Months:**

\$8,550 In-Kind: Responsible for development of intro to graphic design/ website design training components.

2. Personnel Benefits

a. List each individual position dedicated to this project and describe the type of benefits and the cost of each benefit for that staff.

i.) **Lead Case Managers—TBD (3 Library Assistants): 0.08% benefits of \$ 36,119 WIOA salary: \$2,889.52 WIOA Funds for Benefits (75% OSY = \$2167.5 WIOA Funds)**

Deferred Comp (-3.75%), Medicare (-1.45%), Worker's Comp (2.96%)

ii.) **Program Director – Cheryl A. Eberly (Youth Service Supervisor): 31.09% benefits of \$9,000 salary: \$2,799 In-Kind for Benefits**

PERS/Social Security (-12.07%), Medicare (-1.45%), Health Insurance (-13.71%), Retiree Health (-0.90%), Worker's Comp (2.96%)

EXHIBIT 3

ii.) Assistant Program Director – Lyzbeth Beltran (Assistant Librarian): 31.09% benefits of \$17,886 salary: \$ 5,560 In-Kind for Benefits

PERS/Social Security (-12.07%), Medicare (-1.45%), Health Insurance (-13.71%), Retiree Health (-0.90%), Worker's Comp (2.96%)

iii.) Technology/CTV3 Coordinator – Lynn Nguyen (Principal Librarian) : 31.09% benefits of \$20,535.00: \$6,366 In-kind for Benefits.

PERS/Social Security (-12.07%), Medicare (-1.45%), Health Insurance (-13.71%), Retiree Health (-0.90%), Worker's Comp (2.96%)

iv.) Library Operations Manager – Heather Folmar (Library Operations Manager): 31.09% benefits of \$15,276.00: \$4,736 In-Kind for Benefits.

PERS/Social Security (-12.07%), Medicare (-1.45%), Health Insurance (-13.71%), Retiree Health (-0.90%), Worker's Comp (2.96%)

v.) Support Staff/ Tutor/Mentors

1.) Clerical Support Staff – Clerk (TBD): 8.16% benefits of \$7,705.05 WIOA: \$617 WIOA for Benefits (75% OSY = \$462.75 WIOA Funds)

Deferred Comp (-3.75%), Medicare (-1.45%), Worker's Comp (2.96%)

4.) Out-of-School Youth Tutors/Mentors: 8.16% benefits of \$24,429.00 In-Kind : \$1,994 In-Kind for Benefits

Deferred Comp (-3.75%), Medicare (-1.45%), Worker's Comp (2.96%)

5.) In-School Youth Tutor/Mentors: 8.16% benefits of \$9,688 In-Kind (CDBG) : \$791 In-Kind for Benefits

Deferred Comp (-3.75%), Medicare (-1.45%), Worker's Comp (2.96%)

6.) MOOC's coordinator – TBD (Librarian): 31.09% benefits of \$19,950 In-Kind: \$6,185 In Kind for Benefits

PERS/Social Security (-12.07%), Medicare (-1.45%), Health Insurance (-13.71%), Retiree Health (-0.90%), Worker's Comp (2.96%)

7.) Garfield Site Coordinator – David Lopez (Librarian): 31.09% benefits of \$17,100 In-Kind: \$5,301 In Kind for Benefits

PERS/Social Security (-12.07%), Medicare (-1.45%), Health Insurance (-13.71%), Retiree Health (-0.90%), Worker's Comp (2.96%)

8.) Graphic Design/ Website Design Course Coordinator – (Librarian): 31.09% of \$8,550 In-Kind: \$2,651 for Benefits.

PERS/Social Security (-12.07%), Medicare (-1.45%), Health Insurance (-13.71%), Retiree Health (-0.90%), Worker's Comp (2.96%)

3. Indirect Cost

a. **Indicate the rate for the indirect cost and what**

The rate of 6.06% was used to calculate Indirect Cost using salary of part-time WIOA funded staff w/out benefits base of \$43,824.05 (WIOA funded personnel) = \$2,655.74 WIOA Funds (75% OSY = \$1991.80 WIOA Funds)

4. Participant Work Experience Wages

a. Briefly describe or refer to Work Experience policy, number of youth, and cost.

A. PARTICIPANT WAGES: All youth will participate in a 44 week long combination paid Work Experience training and Internship/externship program. \$63,480 WIOA Funds / (\$ 59,616 OSY)

1. Track 1: Out –of-School Youth: Microsoft Office

Applications certifications and Intermediate Digital Media Apprenticeships (12 participants X 450 hrs X \$11.04 hr = \$ 59,616): Digital Media Arts 100 Course (3 Units): 56 hours, Video Production : 40 hours, One-on-one Educational Counseling: 3 hours, MOOC’s based certification trainings: 28 hours, Workshops, Field Trips, Trainings: 93 hours , Civic Engagement/Volunteer projects: 30 hours ,Work-Experience Internship/ Externships: 200 hours.

2. Track 2: In-School Youth: Microsoft Office Applications

certifications and Beginning Digital Media Apprenticeships (3 participants X 200 X \$11.04 hr = \$ 6,624 (\$ 3864 WIOA/\$ 2760 in-kind): Digital Media Arts 100 Course (3 Units): 56 hours, Video Production : 16 hours, MOOC’s based certification trainings: 28 hours, Workshops, Field Trips, Trainings: 30 hours, Civic Engagement/Volunteer projects: 20 hours, Work Experience Internship/ Externships: 50 hours

Participant Benefits: Benefits for the Paid Work Experience Training and Internship/ Externship Program are based on a percentage of the participant’s wages as follows: Deferred Comp (-3.75%), Medicare (-1.45%), Worker’s Comp (2.96%) = 8.16% x \$67,100 = \$5,179.97 for benefits (OSY = \$4,459.28)

B. Santa Ana College Course Technical Training Partnership: Charge is the contract amount to be charged by Santa Ana College to provide the Counselling, Intermediate Digital Media Courses and Business Courses and Counselling services **Year 1 (2016-2017) Santa Ana College Seeds To Trees College Training program = \$6,951.17 In-Kind Funds**

| Instructor Costs | Costs |
|--------------------------------------------------------------------------------|------------|
| STDY SKILLS 091: 1 unit (LHE) x 18 hrs/semester @ \$65.73/hour = \$1,183.14 | \$1,242.36 |

| | |
|------------------------------------------------------------------------------------------------------------|-------------------|
| CNSL 100: 2 units (LHE) x 18 hrs/semester @\$65.73/hour = \$2,366.28 | \$2,484.72 |
| Total Salary = \$3,549.42 | \$3,727.08 |
| Benefits, estimated at \$13.78% = \$490.00 | \$746.93 |
| Counseling hours = \$56/hr x 3hrs per youth x 15 youth | \$2,477.16 |
| TOTAL YEAR 1 (2015-2016) * | \$6,951.17 |
| * Budget line items may be adjusted to meet specific program needs but overall total will not be exceeded. | |

5. Supportive Services = \$2,500 In- Kind

- a. Briefly describe or refer to Supportive Service policy, number of youth that will receive supportive service, maximum dollar amount per youth, and most common types of supportive service.
Books for the college courses will be purchased for youth = \$2,500 In-Kind Costs

6. Youth Conference = \$1,800

- a. Identify the type of conference, cost, and number of youth that will attend the conference.
CWA Conference cost for 4 youth interns (4x \$250)= \$1000 and CWA Conference cost for 2 adult mentors (2 x \$400) = \$800

7. At the end of the narrative please explain the pertinent documents/forms that will be used to track work experience compensation or participant incentives (i.e.: timecards, sign-in sheets, record logs etc.).

Please refer to **Attachment 1** for all pertinent documents/forms that will be used to track work experience and training.

2018-2019 WIOA Funds Allocation for Out-Of-School Youth = \$ 96,596.58 (80.4%)
(Out-of-School WEX allocation = \$59,107.28)

Note: Audit Requirements

States, local governments and non-profit institutions who spend \$500,000 or more in federal funds in a fiscal year shall meet the audit requirements of the OMB Circular A-133, "Audits of States, and Local Governments and Non-Profit Institutions."

Assurances & Certifications

Selected providers will be required to sign and submit "actual" assurances and certificates as required by the City of Santa Ana and the Workforce Development Board on all contracts.

I recognize that I must give assurances for each item below. If I cannot, this proposal will be automatically rejected. *Please initial each box.*

- I am authorized by my Board of Directors, Trustees, other legally qualified officer, or as the owner of this agency or business to submit this proposal.
- We are not currently on any Federal, State of California, or local Debarment list.
- We will provide records to show that we are fiscally solvent, if needed.
- We have, or will have, all of the fiscal control and accounting procedures needed to ensure that WIA funds will be used as required by law and contract.
- We have additional funding sources and will not be dependent on WIA funds alone.

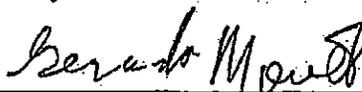
We do or will meet the applicable Federal, State, and local compliance requirements. These include, but are not limited to:

- Records accurately reflect actual performance.
- Maintain record confidentiality, as required.
- Reporting financial, participant, and performance data, as required.
- Comply with State and Federal fiscal and program activity audits.
- Complying with Federal and State non-discrimination provisions.
- Meeting requirements of Section 504 of the Rehabilitation Act of 1973.
- Meeting requirements of the American's with Disabilities Act of 1990. (submit completed survey)
- Meeting all applicable labor law, including Child Labor Law standards.
- Agree to provide a drug free workplace.
- Agree to insure the City of Santa Ana through General Liability Insurance and Automobile Liability Coverage in the amount of \$1,000,000.00 policy.
- Agree to provide all participants with Grievance Procedures.
- Agree to insure proposer's employees through Workers Compensation Insurance (including part-time employees)
- Procurement policies and procedures are in place and meet federal guidelines.

We will not:

- Place a youth in a position that will displace a current employee.
- Use WIA money to assist, promote, or deter union organizing.
- Use funds to employ or train of persons in sectarian activities.
- Use funds for youth in the construction, operation, or maintenance of any part of a facility to be used for sectarian instruction or religious worship.
- Use WIA funds for activities that would interfere with or replace regular academic requirements for eligible youth who are not dropouts.
- Use WIA funds to carry out programs funded under the School-to-Work Opportunities Act of 1994 unless the program(s) are only for youth eligible to participate under WIA.
- Use WIA money under this contract to purchase any equipment.

I hereby assure that all of the above are true.



Gerardo Mouet

Executive Director

Title

5/8/18

Date

EXHIBIT H

City of Santa Ana Public Library

Self-Insured

ADDITIONAL INSURED ENDORSEMENT

Insurance Company _____

This endorsement modifies such insurance as is afforded by the provisions of Policy # _____ relating to the following:

1. The City of Santa Ana, 20 Civic Center Plaza, Santa Ana, California 92702; its officers, employees, agents and volunteers are named as additional insureds ("additional insureds") with regard to liability and defense of suits arising from the operations and uses performed by or on behalf of the named insured.

2. With respect to claims arising out of the operations and uses performed by or on behalf of the named insured, such insurance as is afforded by this policy is primary and is not additional to or contributing with any other insurance carried by or for the benefit of the additional insureds.

3. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

4. With respect to the additional insureds, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days written notice has been given to the City of Santa Ana, 20 Civic Center Plaza, Santa Ana, California 92702.

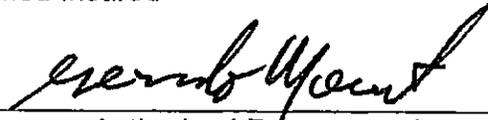
(Completion of the following, including countersignature, is required to make this endorsement effective.)

Effective _____, this endorsement form as a part of

Policy # _____

Issued to _____

Named Insured

Countersigned by 
Authorized Representative

25H-272