

Honorable Mayor and Members
Of the City Council
Torrance, California

Council Meeting of
August 15, 2006

Members of the Council:

SUBJECT: Human Resources – Execution of a youth service agreement with Los Angeles Unified School District (LAUSD) Expenditure: \$37,800 in County of Los Angeles funds

RECOMMENDATION:

Recommendation of the Human Resources Director that Council authorize the execution of a Summer Youth Contract with Los Angeles Unified School District (\$37,800).

Funding

All funding for this contract comes from a County of Los Angeles Department of Community and Senior Services Grant.

BACKGROUND

The City of Torrance Workforce Development Division (WDD) collaborated with various governmental agencies and other entities to operate federally funded summer youth programs since the early 1980's. In 1999, the Workforce Investment Act (WIA) ended these summer programs. But, governmental entities such as the County of Los Angeles continued to operate smaller summer youth programs for a number of years.

In June of this year, the County of Los Angeles approached the WDD about operating such a program, and on June 27, 2006, Your Honorable Body authorized the WDD to participate in this project. (ATTACHMENT A) At the time, funding for this project was projected to be \$108,000, but that amount has now been revised to be \$94,000.

In turn, the WDD wishes to award a portion of the funding to Los Angeles Unified School District (LAUSD) to collaborate in the operation of this program. As a member of the Carson/Lomita/Torrance consortium (with Torrance being the administrative entity), the WDD is required to serve youth from all three cities. LAUSD will serve the youth from the Cities of Carson and Lomita.

The WDD also approached other agencies such as Torrance Unified School District and Southern California Regional Occupational Center about participating in this project, but, these organizations declined. The WDD will therefore operate the Torrance portion of this project in collaboration with other City Departments, similar to "The Green Team."

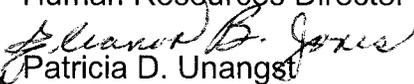
ANALYSIS:

The contract with LAUSD would be for \$37,800 to serve 27 youth and run from July 1, 2006 to September 30, 2006. Each youth participant will be allowed up to 100 hours of Work Experience and will be paid at the current minimum wage level (\$6.75).

The contract (ATTACHMENT B) has been reviewed and approved by the City Attorney as to form. The contract has been finalized and is ready for signature.

Respectfully Submitted,

ELAINE M. WINER
Human Resources Director

By  Patricia D. Unangst
Workforce Development Division Manager

CONCUR:


Elaine M. Winer
Human Resources Director


LeRoy J. Jackson
City Manager

Attachment:

- A. Excerpt from the Minutes of the 6/27/06, Torrance City Council Meeting
- B. Summer Youth Contract with Los Angeles Unified School District

EXCERPT OF MINUTES

✓ Minutes Approved

 Minutes Subject to Approval

June 27, 2006

**MINUTES OF AN ADJOURNED REGULAR
MEETING OF THE TORRANCE CITY COUNCIL****1. CALL TO ORDER**

The Torrance City Council convened in an adjourned regular session at 7:03 p.m. on Tuesday, June 27, 2006 in City Council Chambers at Torrance City Hall.

ROLL CALL

Present: Councilmembers Guyton, Mauno, McIntyre, Nowatka, Scotto, Witkowsky, and Mayor Walker.

Absent: None.

4. COUNCIL COMMITTEE MEETINGS AND ANNOUNCEMENTS

Mayor Walker announced that subsequent to the posting of the agenda, the City's Human Resources Director, through the Workforce Development Division, received an offer of funding to operate a summer youth program and that it was necessary to take immediate action in order to secure these funds. In order to add an item to the agenda, the California Government Code requires a determination by a two-thirds vote that immediate action is required and that the need to take action arose subsequent to the posting of the agenda.

MOTION: Councilmember Scotto moved to add the above-mentioned item to the agenda pursuant to Government Code §54954.2(b)(2). The motion was seconded by Councilmember Witkowsky and passed by unanimous roll call vote (considered as Item 11E).

**11E. ACCEPTANCE OF L.A. COUNTY FUNDING FOR YOUTH PROGRAM
(*Addendum item*)****Recommendation**

Recommendation of the **Human Resources Director** that City Council authorize the Workforce Development Division to accept County of Los Angeles, Department of Community and Senior Services funding of approximately \$108,000 to operate a summer youth program.

Workforce Development Manager Unangst advised that L.A. County recently took action to fund a summer youth program because state funding could not be secured.

MOTION: Councilmember Scotto moved to concur with the staff recommendation. The motion was seconded by Councilmember Nowatka and passed by unanimous roll call vote.

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**CARSON/LOMITA/TORRANCE WORKFORCE INVESTMENT NETWORK BOARD
2006 SUMMER YOUTH JOBS TRAINING AGREEMENT**

SIGNATURE PAGE

THIS AGREEMENT is between the CITY OF TORRANCE, a Municipal Corporation, (CITY) on behalf of the Carson/Lomita/Torrance Workforce Investment Network Board (WiN) and **Los Angeles Unified School District** (CONTRACTOR).

1. **TABLE OF CONTENTS.** This Agreement consists of this signature page, Section 1, and the exhibits listed below.

Exhibit A - Agreement and Terms of Conditions
 Exhibit B - Statement of Work
 Exhibit C - Curriculum/Training Outlines
 Exhibit D - Program Specific Roles and Responsibilities
 Exhibit E - Performance Objectives
 Exhibit F – Terms of Payment
 Exhibit G – Program Budget
 Exhibit H - Information and Notices
 Exhibit I – Definition of An At-Risk Youth

2. **AGREEMENT FUNDING.** Subject to the availability of funding, the CITY will compensate the CONTRACTOR an amount not to exceed \$37,800 for the period beginning July 1, 2006 through September 30, 2006. To be payable, costs must be accrued during this period unless advance written approval is granted by the CITY.

This is a (check one or more):

1. Cost Reimbursement Agreement
 2. Tuition Based Fixed Fee Agreement
 3. Commercially Available Fixed Fee Agreement

3. **LEGAL AUTHORITY.** The CONTRACTOR assures and certifies that it possesses the legal authority to execute this Agreement.

The undersigned parties mutually agree to fulfill all terms and conditions of this Agreement.

CITY OF TORRANCE
A municipal corporation,

Los Angeles Unified School District

By _____
Frank Scotto, MAYOR
CITY OF TORRANCE

By _____
Nicholas Rogers
Director, Career Development, LAUSD

ATTEST:

Sue Herbers
CITY CLERK

APPROVED AS TO FORM:

John Fellows III
CITY ATTORNEY

By: _____
Heather Whitham
Deputy City Attorney

EXHIBIT A AGREEMENT TERMS AND CONDITIONS

1. **DELIVERY TERMS.** All Agreement activities will be performed in compliance with State and local laws, rules, regulations, ordinances and directives, and State and CITY WIN policies and procedures hereby incorporated by this reference.
2. **AVAILABILITY OF FUNDS.** If the Los Angeles County Youth grant is suspended, modified, or terminated, in whole or in part, the funding for this Agreement is subject to termination or unilateral modifications.
3. **ACCOUNTING AND PAYMENT CONDITIONS.** Payment will be made in accordance with Exhibit G according to the method(s) described in the CITY'S policies and procedures. Payments may be withheld to cover claims which the CITY may have against the CONTRACTOR.
4. **FISCAL ACCOUNTABILITY.** The CONTRACTOR will comply with all applicable Federal OMB Circulars and State fiscal policies and procedures.
5. **ACCOUNTING.** The CONTRACTOR must establish and maintain on a current basis an adequate accounting system in accordance with generally accepted accounting principles and standards. Regardless of payment terms, CONTRACTOR will maintain fiscal records which can be used to classify all Agreement expenditures under this project and cost category and in accordance with generally accepted accounting and bookkeeping principles and standards.
6. **COMMINGLING OF FUNDS.** Funds paid pursuant to this Agreement will be used exclusively for services funded under this Agreement and will not be commingled with any other funds or accounts of the CONTRACTOR.
7. **PROHIBITED USE OF PROJECT FUNDS.** The CONTRACTOR agrees that funds for this project cannot be used in litigation against the CITY, the C/L/T WiN Board nor for any action or activity inconsistent with this Los Angeles County Youth Grant or its implementing regulations.
8. **PROVISIONS FOR EARLY TERMINATION AND FOR SUSPENSION.** Upon written notice of suspension from the CITY, CONTRACTOR will immediately suspend Agreement activities for a period not to exceed thirty (30) days. The CITY will have the sole discretion of determining when a suspension is appropriate. This suspension provision will not limit in any way the CITY's right to terminate this agreement as provided in this agreement or under any other provision of the law.

The CITY may terminate this Agreement in whole or in part with ten (10) days written notice to the CONTRACTOR upon the CONTRACTOR's failure to comply with one or more of any of the provisions of this Agreement. If part of the Agreement is terminated, this in no way will void or invalidate the rest of the Agreement. If the Agreement is terminated in whole or in part, the CITY will pay to the CONTRACTOR an amount sufficient to reimburse the CONTRACTOR for activities completed consistent with Agreement requirements up to the date of termination, less payments previously made to CONTRACTOR for such activities.

If the Agreement is terminated, the CONTRACTOR agrees to provide written notice of Agreement termination, within five (5) days of receipt of the notice of termination, to all subcontractors.

Either party may, without cause, terminate this Agreement or any part of it by giving thirty (30) days written notice to the other party.

9. **AGREEMENT MODIFICATIONS AND AMENDMENTS.** This Agreement fully expresses the agreement of the parties. Any modification or amendment of the terms or conditions of this Agreement must be approved by both parties in writing.

The funding for this Agreement will be in an amount not to exceed the amount listed in Section 2 of the Signature Page.

10. **DEFECTIVE COST OR PRICING DATA.** If any cost or price under this Agreement is significantly increased or decreased as a result of defective data submitted by CONTRACTOR, the CITY may, at its sole discretion, re-negotiate the Agreement or disallow and collect funds obtained by the CONTRACTOR due to defective pricing data.

11. **INDEMNIFICATION.** The CONTRACTOR agrees to indemnify, defend and hold harmless the CITY, the City Council, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss incident to the performance of this contract by the CONTRACTOR, except for those liabilities, expenses, including defense costs and legal fees, arising from the negligence or willful misconduct of the CITY, or its officers, agents, representatives or employees.

The CITY agrees to indemnify, defend and hold harmless the CONTRACTOR and the Board of Education of the CONTRACTOR from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss incident to the performance of this contract by the CITY, or its officers, agents, representatives or employees, except for those liabilities, expenses, including defense costs and legal fees, arising from the negligence or willful misconduct of the CONTRACTOR, or its officers, agents, representatives or employees.

12. **ALLEGATIONS OF FRAUD AND/OR ABUSE.** In the event of allegations of fraud or abuse, the CITY may, at its sole discretion, withhold ten percent (10%) of the Agreement amount or the amount of the final request for payment, whichever is the greater, until a determination is issued in writing by the CITY that withheld funds should be released to the CONTRACTOR. Such written determination will not supersede or replace the final audit report.
13. **DISALLOWED COSTS.** CONTRACTOR will pay the full amount of the CONTRACTOR's liability to the CITY or the State for any audit exceptions caused by the CONTRACTOR or its subcontractors, upon written demand by the CITY at any time after completion of the grievance procedures at the State Service Delivery Area level. The CITY may, without limiting any other remedies, withhold payments to the CONTRACTOR if the CONTRACTOR has failed to refund unexpended funds or funds spent for disallowed costs relating to any Los Angeles County Summer Youth Agreement that the CONTRACTOR has with the CITY. All subrecipients charging costs to these funds shall comply with federal requirements regarding the allowability of costs per the State of California Employment Development Department WIAD03-10 (Attachment A).

14. **INSURANCE**

A. CONTRACTOR must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:

1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
 - a. Primary Bodily Injury with limits of at least \$500,000 per person, \$1,000,000 per occurrence; and
 - b. Primary Property Damage of at least \$250,000 per occurrence; or
 - c. Combined single limits of \$1,000,000 per occurrence.
2. General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.
3. Professional liability insurance with limits of at least \$1,000,000 per occurrence.
4. Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least \$1,000,000.

B. The insurance provided by CONTRACTOR will be primary and non-contributory.

C. CITY, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.

D. CONTRACTOR must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.

E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.

15. **SUFFICIENCY OF INSURERS AND SURETIES.** Insurance or bonds required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to CITY, the CONTRACTOR agrees that the minimum limits of any insurance policies or performance bonds required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONTRACTOR will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of CITY within 10 days of receipt of notice from the Risk Manager.

16. **AUDIT RIGHTS AND REQUIREMENTS.** Per OMB Circular A-133 (Revised June 27, 2003) all entities expending \$500,000 or more in federal funds during a fiscal year must have a single audit or program

–specific audit conducted during that year. CONTRACTOR is responsible for obtaining and financing an independent audit in compliance with regulations and applicable OMB Circulars.

17. **ACCESS TO RECORDS.** The CONTRACTOR agrees to allow authorized representatives of the CITY, State, and Federal agencies full access to the CONTRACTOR's facilities and all related documentation and other physical evidence for the purposes of auditing, evaluation, inspection, and monitoring of Agreement activities, including the interviewing of the CONTRACTOR's staff and program participants during normal business hours.

The CONTRACTOR further agrees to take all actions necessary to enable any of the representatives to clearly determine whether the CONTRACTOR is properly performing its contractual obligations.

18. **RECORD RETENTION.** The CONTRACTOR will make all Los Angeles County Summer Youth-related records, reports, participant files, and other documentation and physical evidence, in addition to documents required by the Agreement, available for inspection and audit by the CITY or any Federal or State agency, for five years from the termination date of this Agreement. In the event of litigation, unresolved audits and/or unresolved claims, the CONTRACTOR will retain all such records, reports, participant files, and other documentation and physical evidence beyond the five-year period, until all such litigation, audits, and claims have been resolved.

The CONTRACTOR will inform the CITY in writing of the exact location where all records, reports, participant files, and other documentation and physical evidence are to be retained within thirty (30) days of the beginning date of this Agreement. The CONTRACTOR will inform the CITY in writing of any location changes within ten (10) days from the date the records, reports, participant files, and other documentation and physical evidence are moved.

Any transfers of the records, reports, participant files and other documentation beyond the boundaries of the County of Los Angeles will require prior written approval by the CITY. If the CONTRACTOR ceases operations prior to five years from the ending date of this Agreement or before all litigation, audits and claims have been resolved, the CONTRACTOR will provide the name, address, and telephone number of the CONTRACTOR's representative plus an inventory of all such records, reports, participant files, and other documentation and physical evidence and either (1) notify the CITY where the records, reports, participant files, and other documentation will be stored and how they will be made available upon request in a timely fashion, or (2) deliver all the documentation to a location designated by the CITY.

The CONTRACTOR agrees to maintain an official Agreement file which contains at least the signed Agreement and any modification to the Agreement.

19. **ASSIGNMENTS AND SUBCONTRACTS.** The CONTRACTOR agrees not to assign or subcontract any part or all of its interest in this Agreement without prior written approval from the CITY.

All applicable provisions and requirements of this Agreement will apply to any subcontracts or agreements. The CONTRACTOR agrees that the CONTRACTOR will be held responsible by the CITY for the performance of any subcontractor(s). Subcontracts must be in writing and a copy of each subcontract must be provided to the CITY. This paragraph will not require pre-approval of individual OJT or CLASSROOM TRAINING agreements.

20. **NON-DISCRIMINATION.** The CONTRACTOR certifies that the CONTRACTOR and all persons employed by the CONTRACTOR, its affiliates, subsidiaries or holding companies, if any, shall not discriminate in the provision of services hereunder and that the aforementioned parties shall comply

with all applicable federal and State statutes to the end that no person shall, on the basis of race, color, religion, ancestry, national origin, ethnic group, sex, age, condition of physical or mental disability, marital status or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement including the Nontraditional Employment for Women Act of 1991; title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 34. The United States has the right to seek judicial enforcement of this assurance.

21. Compliance With Statutes and Regulations:

CONTRACTOR will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders. These shall include, but are not limited to:

- A. State Energy and Efficiency Policy & Conservation Act (Title 24, California Administrative Code);
- B. Clean Air Act (Section 306, 42 USC 1857(h)); and
- C. Clean Water Act (Section 508, 33 USC 1368, Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR part 15) where applicable to contracts, subcontracts, and subgrants of amounts in excess of \$100,000.

22. AMERICANS WITH DISABILITIES ACT. The CONTRACTOR agrees to comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq) which prohibits discrimination on the basis of disability, and all applicable federal and State laws and regulations, guidelines, and interpretations issued thereto.

23. CHILD SUPPORT COMPLIANCE ACT. In accordance with the Child Support Compliance Act, the CONTRACTOR recognizes and acknowledges:

- The importance of child and family support obligation and shall fully comply with applicable 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 Family Code: and
- That 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).

24. GRIEVANCES AND DISPUTES. The CONTRACTOR agrees to submit a grievance procedure to the CITY within thirty (30) days of Agreement execution. The CONTRACTOR will process all complaints/grievances in accordance with its adopted grievance procedure.

Subject to the provisions of the previous paragraph, the CONTRACTOR agrees to participate in and be bound by the grievance procedures at the County Service Delivery Area level with respect to questioned/disallowed costs and all complaints/grievances.

25. PARTICIPANT RIGHTS. The CONTRACTOR agrees to provide each program participant under this Agreement with job training and other benefits similar to those of other participants in similar circumstances with the CONTRACTOR. The CONTRACTOR will provide an orientation to the program designed for each participant to understand who will be providing services, what support services are available, and what the participant must do to be successful in the program.

26. **SAFETY.** The CONTRACTOR agrees to provide a safe working and/or training environment for program participants and its employees and to comply fully with the provisions of the Occupational Safety and Health Act of 1970 and the California Occupational Safety and Health Act.
27. **PROBATION.** The CITY may place the CONTRACTOR on probationary status when the CONTRACTOR either (a) fails to achieve any of the Agreement goals or objectives, (b) is out of compliance with WIN Sanction Policy Guidelines, or (c) is in violation of the terms and conditions of this agreement. If the CONTRACTOR is placed on probationary status, the CONTRACTOR will submit a corrective action plan within ten (10) days of the notice of probationary status. The CITY reserves the right to terminate Agreement(s) of any CONTRACTOR on probationary status if the CONTRACTOR does not submit an acceptable corrective action plan or fails to meet the goals of an approved corrective action plan.
28. **CHANGES.** The CONTRACTOR will abide by all terms and conditions imposed and required by the Subgrant Agreement between the CITY and the STATE. If statutory or other changes are made to the Subgrant for any reason during the period of this Agreement, the CONTRACTOR agrees to abide by all such changes.
29. **RELIGIOUS, POLITICAL, AND LOBBYING ACTIVITIES.** The CONTRACTOR agrees not to engage in or permit any religious or political activities in connection with the performance of this Agreement. CONTRACTOR further agrees to comply with the provisions of the Hatch Act, which limits political activity of employees, and, where applicable, Public Law 101-121, which prohibits influencing Federal financial transactions.
30. **UNEMPLOYMENT BENEFITS.** The CONTRACTOR will not place participants with employers identified as not providing Unemployment Insurance Benefits.
31. **CONTRACTOR REPORTING.** The CONTRACTOR agrees to submit the reports for each program in this Agreement to the CITY as required by the CITY's policies and procedures.
32. **INDEPENDENT CONTRACTOR STATUS.** All parties to this Agreement will be acting in an independent capacity and not as agents, employees, partners, joint venturers, or associated of one another. The employees or agents of one party will not be deemed or construed to be the agent or employee of the other party for any purpose whatsoever.
33. **CONFLICT OF INTEREST.** The CONTRACTOR, including its agents and employees, will comply with all applicable Federal, State, and local laws, regulations, ordinances, and policies and procedures governing conflicts of interest.
34. **CITIZENSHIP AND ALIEN STATUS.** The CONTRACTOR will comply with the Immigration Reform and Control Act of 1986.
35. **MILITARY SELECTIVE SERVICE COMPLIANCE.** The CONTRACTOR will ensure that participants comply with Section 167(a)(5) of the Military Selective Service Act and other eligibility requirements applicable to the program under which the participant is enrolled.
36. **CONFIDENTIALITY OF RECORDS.** The CONTRACTOR agrees to maintain the confidentiality of any information regarding program applicants pursuant to the CITY's policies and procedures.
37. **TRAINING STAFF QUALIFICATIONS AND REQUIREMENTS.** The CONTRACTOR agrees to exercise due diligence to maintain a consistent level of staffing for the programs in this Agreement in

accordance with the levels of staffing set out in the Statement of Work. If maintaining the level of staffing is not possible in any or all training components, the CONTRACTOR agrees to submit a corrective action plan within seventy four (74) days of any staffing shortfall to reprogram funds of vacant staff positions for the benefit of program participants consistent with County and State regulations.

38. **NEPOTISM.** The CONTRACTOR will not hire nor permit the hiring of any person in a position funded under this Agreement if a member of the person's immediate family is employed in an administrative capacity by the CONTRACTOR. For the purposes of this section, the term "immediate family" means spouse, child, mother, father, brother, sister, brother-in-law-, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, and step-child. The term "administrative capacity" means persons who have overall administrative responsibility for a program, including selection, hiring, or supervisory responsibilities.
39. **PUBLIC STATEMENTS.** All press releases or statements to the public related to the program must be approved in advance and must state that the program is funded by the C/L/T WiN Board funds made available under this County grant received by the CITY. All public statements must indicate that the CONTRACTOR is an Equal Employment Opportunity employer.
40. **DRUG-FREE WORKPLACE.** The CONTRACTOR agrees to take all necessary and legal steps to ensure a workplace and training environment free of illegal drug use by the CONTRACTOR's employees and program participants.
41. **PATENT, COPYRIGHTS AND RIGHTS IN DATA.** The CONTRACTOR will disclose to the CITY any invention, written product, 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, Los Angeles County, 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 CONTRACTOR. Upon written request, CONTRACTOR will transfer all pertinent information, specifications and right, title and interest to the designated agency.
42. **SAFELY SURRENDERED BABY LAW.** The CONTRACTOR will notify and provide its employees a fact sheet regarding the Safely Surrender Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth as an Exhibit in this agreement and is also available on the Internet at www.babysafela.org for printing purposes.
43. This agreement is a subcontract under the terms of a prime contract with the county of Los Angeles and shall be subject to all the provision of such prime contract. All representations and warranties under this subcontract shall inure to the benefit of the County of Los Angeles.

**EXHIBIT B
STATEMENT OF WORK**

I. TERMS

A. Terms of Statement of Work

The CONTRACTOR will provide work experience training programs for twenty-seven (27) economically disadvantaged or at-risk youth, ages fourteen through twenty-one (14-21), who reside in the Los Angeles County workforce investment area – of which seventeen (17) must be youth who are deemed eligible under CalWorks guidelines. The amount of the contract will not exceed \$37,800. The contract period will begin July 1, 2006 and end September 30, 2006.

II. PURPOSE

A. Purpose of this Agreement

To provide Work Experience Training to at-risk youth.

B. Program Objectives

1. To provide Work Experience Training to twenty-seven (27) at-risk youth or economically disadvantaged youth.

C. Targeted Groups

1. The contract will serve at-risk or economically disadvantaged youth, fourteen to twenty-one (14 to 21) years of age – of which seventeen (17) must be youth who are deemed eligible for participation under CalWorks guidelines.

D. Duration of Training

Training will not exceed eight (8) hours per day, forty (40) hours per week, or a total of one hundred twenty (120) hours for the duration of the program. The minimum number of hours is one hundred (100).

III. GENERAL RESPONSIBILITIES

A. Management, Staffing, and Direction of Programs

1. The day to day training and operations under this agreement will be conducted by the Los Angeles Unified School District (LAUSD) Work Experience Coordinator and staff.
2. The CONTRACTOR will provide the staff, equipment, materials, supplies and facilities to assure youth performance to the minimum skill levels necessary to complete the training program.
3. The CONTRACTOR will have the following staffing positions in place for the Program: one Work Experience Adviser, responsible for Los Angeles Unified School District, one Teacher Assistant and one Office Assistant.

B. Location and Facilities

1. The CONTRACTOR's training facilities are at the following locations:
 - Carson High School 22328 S. Main Street, Carson CA 90745
 - Narbonne High 24300 S. Western Ave., Harbor City CA 90710
 - Banning High 1527 Lakme Ave., Wilmington, CA 90744
 - Administrative Office: 716 E. 14th Street, Los Angeles, CA 90021

The CONTRACTOR will obtain prior written consent from the CITY for the use of any other facilities.

2. The Work Experience will be performed at public sector worksites, private sector businesses, public and approved non-profit agencies that have been pre-approved by the CITY. The CITY will provide written approval for worksites prior to enrolling participants into work experience.

C. Hours of Operation

The hours of program operation will be from 8:00 a.m. to 5:00 p.m., Monday through Friday.

D. Coordination with The CITY

The CONTRACTOR agrees to coordinate all services of program delivery with the CITY. Coordination will be made through the terms of this agreement and through communication via postal mail, telephone calls, and periodic meetings, occurring, but not limited to once per month.

E. Administrative Procedures

The CONTRACTOR agrees to perform all administrative procedures related to this agreement within the agreed time limits.

IV. SERVICES TO BE PERFORMED

A. Applicant Services

1. The CONTRACTOR will be responsible for outreach, recruitment, selection, and evaluation of eligible candidates for training. Youth can also be referred from the Los Angeles County Department of Community and Senior Services and the City of Torrance.
 - a. The CONTRACTOR will recruit youth from the Los Angeles County service delivery area. Outreach activities include, but are not limited to the following: Publicizing the program through local media, preparing and distributing flyers outlining the eligibility requirements, maintaining contact with agencies and organizations which have members of the target populations, and initiating personal contacts with individuals who may be eligible for the program.

- b. Youth may be recruited from referral by the Department of Community and Senior, local schools through school records, independent study programs, school bulletins, flyers and counselor recommendations, and the Los Angeles County Service Area. The CONTRACTOR will make every effort to target youth who have been named as members of the targeted youth population.
 - c. CONTRACTOR will recruit youth who are eligible for services as defined by the Los Angeles County Department of Community and Senior Services.
 - d. Under Los Angeles County guideless for this program, the CONTRACTOR may NOT co-enroll youth who are currently participating in other existing youth programs during the term of this agreement.
2. The CONTRACTOR will determine eligibility for the youth. Proper documentation must be provided in order to verify that the youth is a member of the targeted population. Verification of this documentation will be performed by the CITY.
 3. Eligibility of youth will be verified by CONTRACTOR staff and authorized by the CITY prior to any youth enrollment in the program. This staff (refer to Section III - A.3) will consist of individuals other than the original intake interviewer.
 4. CONTRACTOR or its employees who determine eligibility must be certified by the CITY or its designee as qualified to determine eligibility.
 5. A priority rating system to determine eligibility must be established by the CONTRACTOR and approved by the CITY or its designee.
 6. The CONTRACTOR will provide documentation of eligibility for each youth and will follow the CITY's procedure for determining eligibility. The CITY will review all youth files to confirm eligibility.
 7. The CONTRACTOR will determine if the youth can successfully complete the training program within the established time frames of this Agreement.
 8. In the event that the CONTRACTOR is unable to serve a youth (e.g. – lack of proper documentation), the CONTRACTOR will provide written justification for not serving the youth and provide the youth with an appropriate referral to another agency.

B. Enrollment Services

1. The CONTRACTOR will require that youth be ages 14-21, meet the target group requirements, and above all be committed to completing the training program.
2. Prior to the training, the CONTRACTOR will discuss the nature and scope of the training program with prospective youth and review training policies and expectations. A Youth Orientation is recommended and may included, but are not limited to, the following information and activities:
 - Overview of program, funding source (Los Angeles County), and the WiN
 - Purpose of the training
 - Work Experience Expectations, Rules and Requirements

- Availability of counseling and supportive services
- Name and position of all responsible program staff
- Payment schedule: Wages will be paid to youth throughout the program, including the period of Pre-Employment Training and during Special Projects.

It is recommended that each youth participant be given a handbook containing:

- | | |
|---------------------------------------|---------------------------------|
| • Program goals | • Accident reporting procedures |
| • Program definitions | • Workers Compensation |
| • Length of Program | • Grievance Procedures |
| • Hours of program operation | • Payroll procedures |
| • Report-to-work form | • Attendance policy |
| • Work restrictions/site restrictions | • Time Sheets |
| • Safety rules and regulations | • Reasons for termination |

3. Parental or guardian signatures authorizing program youth under eighteen (18) years of age to participate in the program will be obtained prior to enrollment.
4. A certified eligible youth is considered enrolled after:
 - Completion of Registration Form (Los Angeles County)
 - Completion of Enrollment Form (Los Angeles County)
5. The CONTRACTOR will obtain final enrollment approval for all youth by September 29, 2006.
4. Subjective data will be obtained on each youth and documented in each youth's file. Subjective data will be gathered from, but not limited to, situations and life circumstances, or barriers to participation in training and work.

C. Supportive Services

1. Necessary Supportive Services will be identified at the time of assessment as well as while the youth's progress through the program.
2. CONTRACTOR will provide on-going skills-related and job-related counseling for all youth as necessary.
3. Information and referral services that direct the youth to a wide range of community resources such as child care, special services and materials for the disabled will be provided as necessary.
4. The CONTRACTOR will make referrals to appropriate state and local agencies when needed supportive services are not available through the program as necessary.
5. All instances of counseling information and referral services will be documented in the file.

D. Training Services

1. Number of Youth Served

- a. The CONTRACTOR will provide training services to twenty-seven (27) at-risk or low income youth between the ages of fourteen and twenty-one (14-21), of which seventeen (17) must be youth who are deemed eligible under CalWorks Guidelines (either directly or through a family member).
2. Youth/Instructor Conditions
 - a. The average youth/teacher ratio will not exceed an average of 27 to 1 unless approved by the CITY.
 - b. A substitute instructor will be provided when the regular instructor is not available.
3. Training Approach
 - a. The CONTRACTOR will provide work experience training at the worksite and if necessary Work Maturity Training that will enable the youth to be successful both personally and professionally.
4. Length of Training
 - a. The CONTRACTOR will provide a maximum of one hundred twenty (120) hours of Work Experience Training on the worksite. The minimum number of hours is one hundred (100).
 - b. Youth will not spend more than a total of forty (40) hours per week in Work Experience Training at the worksite.
5. Program Size/Number of Youth Served

The CONTRACTOR will make available twenty-seven (27) youth slots.
6. Attendance Requirements

Youth will follow all Los Angeles Unified School District's attendance policies.
7. Skill Levels, Certifications, Licenses

Youth may receive skill or completion certificates prior to the end of the program if the CONTRACTOR deems this to be appropriate.
9. Work Experience
 - a. The CONTRACTOR will provide work experience for all youth. Work experience will be designed to promote the development of good work habits and basic work skills.

- b. The CONTRACTOR will maintain a CITY approved Work Experience Worksite Agreement for each work experience youth, signed by the youth's worksite supervisor.
- c. The CONTRACTOR will provide orientation and training for worksite supervisors in accordance with the training provided by the CITY and must include all guidelines for the youth orientation as listed in this Exhibit (Section IV - B.3) and include the following:
- Employer' Roles and Responsibilities
 - The function of the youth
 - Definition of Work Maturity and Work Experience
 - Explanation of Mentoring
 - Time Sheets
 - Work Maturity Evaluation
- d. The CONTRACTOR will place youth in work experience at worksites previously approved by the CITY.
- e. The CONTRACTOR's tracking system will contain the following information:
1. Name of youth
 2. Title/Position
 3. Name and address of worksite
 4. Total number of work experience hours worked
 5. Name and address of placement worksite
 6. Total hours for Academic Enrichment/Basic Remedial Education
- f. The CONTRACTOR will assure that the youth work experience program hours do not exceed eight (8) hours per day, forty (40) hours per week, or one hundred twenty (120) hours in total during the program. The minimum length of work experience training is one hundred (100) hours.

EXHIBIT C
CURRICULUM/TRAINING OUTLINES

CONTRACTOR will submit copies of its training agreements, outlines, and curricula and materials to be used in its training programs and orientations. Curricula and materials submitted to the CITY are incorporated into this Agreement by reference, if not physically attached, and will be used as part of the assessment, evaluation, inspection, monitoring, and auditing of this Agreement and the CONTRACTOR's attainment of Agreement goals.

I. TRAINING

A. Work Experience Training – Maximum of one hundred twenty (120) hours.

The CONTRACTOR will develop worksites in labor market demand occupations as determined by the CLTC. Work experience must correspond with each youth's Individual Service Strategy (ISS) employment goal and be provided at pre-approved worksites. Work Experience will not exceed forty (40) hours per week, or one hundred twenty (120) hours - in combination with any or all other components – for the program's duration. The minimum number of Work Experience hours will be one hundred (100). Job Specific Skills will be identified for each work experience position and listed on the back of each worksite agreement.

**EXHIBIT D
PROGRAM SPECIFIC ROLES AND RESPONSIBILITIES**

I. CONTRACTOR Responsibilities

A. The CONTRACTOR will:

- Provide Instructional Staff
- Provide Instructional Equipment and Materials
- Provide Classrooms (if necessary) for Orientation Workshops
- Maintain a source document tracking system

B. The CONTRACTOR will maintain all youth files. The files will include, but not be limited to:

- MIS Source Documents
- Eligibility Forms and Documentation
- Individual Service Strategy
- Time Sheets with Work Experience Evaluations
- Youth ratings

C. All assessment activities (if any) will be documented in each youth's file.

D. All counseling sessions (if any) will be documented in the youth's file.

E. The CONTRACTOR will notify the CITY immediately of any problems, either behavioral or academic to ensure prompt attention.

F. Each youth's performance will be evaluated every two weeks by the worksite supervisor.

G. The CONTRACTOR will maintain time and attendance records for all youth enrolled in training. Those records will be submitted to the CITY when invoicing, in a format approved by the CITY.

H. The CONTRACTOR will submit all reports and information as requested by the CITY including, but not limited to the following:

- CONTRACTOR's policies and procedures
- Responses to monitoring reports and/or recommendations
- Other information as required in this Agreement

I. The CONTRACTOR will monitor each worksite at least once during the duration of the program and will provide the CITY with a monitoring schedule prior to the beginning of the program.

II. CITY's Roles and Responsibilities

A. Referral of Applicants

The CITY will: Verify eligibility for all potential youth.

B. Screening and Selection of Participants

The CITY will: Provide final approval for enrollment from those youth approved for selection by CONTRACTOR.

C. Enrollment Procedures

The CITY will: Process all Management Information System (MIS) source documents received from the CONTRACTOR.

E. Support Services

The CITY will:

1. Provide the CONTRACTOR with the following documents: All source documents, Youth Evaluation Forms, and Payroll Status Summary Forms.
2. Provide technical assistance (as needed) to the CONTRACTOR to aid in the resolution of any problems which may develop during program operations.

F. Monitoring

The CITY will monitor the CONTRACTOR at least once during the course of the program in the following areas: Operational and Fiscal Components.

EXHIBIT E
PERFORMANCE OBJECTIVES

- A. Termination Procedures
1. The CONTRACTOR will discuss with the CITY any youth whose termination is imminent to determine the propriety of such action and if the action may be the result of possible program or administrative weaknesses.
 2. The CONTRACTOR will obtain and report the current telephone number and address for each youth immediately prior to their termination and maintain this information in the youth's file.
 3. Upon final completion of activities the CITY reserves the right to require the CONTRACTOR to return all youth records to the CITY.

B. Reporting

1. All counseling sessions and supportive services will be documented in the youth's file.
2. CONTRACTOR will maintain a source document tracking system at all times. All submittal of source documents (Registration, Enrollment, Completion, Placement and Follow up) will be accompanied by a batch report.

SUBMITTAL DATES:	AS EARLY AS	NO LATER THAN:
Registration Forms	07/01/06	09/29/06
Enrollment Form	07/01/06	09/29/06
Placement/Exit Form	09/15/06	09/30/06

3. In addition, the CONTRACTOR will submit reports and information as requested by the CITY including but not limited to, the following:
 - a. CONTRACTOR's policies and procedures
 - b. Responses to monitoring reports and/or recommendations
 - c. Other information as required in this Agreement
4. Documentation on job placement activities (if any) will be maintained in the youth's files.
5. Each youth will evaluate the training programs and the instruction and/or assistance received prior to the termination of the training program. A copy of the evaluation will be kept in the youth's file.

C. Performance Standards and Objectives

The CONTRACTOR will be evaluated in terms of accomplishing pre-defined and measurable goals and objectives as set forth below:

1. One Hundred Percent (100%) of planned youth will be enrolled into the program and all will be placed in Work Experience Training.
3. Youth eligible for enrollment into WIA Funded Programs will be enrolled on or any time after October 1, 2006 (i.e. – after termination from participation under this project).

**EXHIBIT F
TERMS OF PAYMENT**

Failure of the CONTRACTOR to comply with the requirements of this Exhibit will constitute a material breach of Agreement, upon which the CITY may cancel, terminate, or suspend this Agreement.

I. General Terms

- A. No reimbursable cost may duplicate any expense included in a fixed fee payment. It is the CONTRACTOR's responsibility to ensure that no such duplication occurs and to clearly document the segregation of each type of cost.
 - 1. This Agreement will be a Cost Reimbursement Performance Based Agreement payable upon receipt of a monthly invoice according to the Program Budget and should not exceed line item cost categories. The Program Budget must be reviewed and approved by the CITY prior to the start of the program. No Line Item budget changes or payments thereon, will be made without prior written approval from the City.
 - e. The terms of payment will be applied to participants enrolled in the program and declared eligible of the program from July 1, 2006 to September 30, 2006.
 - 3. CONTRACTOR will submit invoices on a monthly basis. Late invoices, i.e., invoices submitted after the Exhibit due date may be refused payment and are subject to availability of grant funding.
- B. CITY deobligation/reobligation policies will apply regardless of refunds, other sanctions, or other payment and delivery terms and conditions.
- C. Public and Private, Nonprofit Organizations are subject to the CITY's Program Income Policy that requires that earnings more than expenses be spent on program-related costs.
- D. Unless waived in writing by the CITY, the CONTRACTOR will submit a written statement listing all revenue received, or expected to be received by the CONTRACTOR from all sources to be applied to offset in whole or in part any of the costs incurred by the CONTRACTOR in conducting any activities relating to this Agreement. The CONTRACTOR will file supplemental statements within fifteen (15) days following receipt of additional funding. Funding may not be used to duplicate any costs.
- E. Allowable costs that are paid using other sources of funds may potentially qualify as stand-in costs. All such stand-in costs must be reported by CONTRACTOR on a quarterly basis.
- F. CONTRACTOR will comply with CITY's policy regarding the acquisition and disposition of non-expendable property. All property costing one thousand dollars (\$1000) or more purchased with program funds requires prior written approval from the CITY and must be depreciated, tagged, and tracked as property of the C/L/T WiN Board.
- G. The CONTRACTOR will follow the method of compensation set out in the Exhibit(s) to submit final payment requests, and will make final payment requests within 10 days of the termination of the Agreement. If no final request for payment is made within the 10 day period, the

CONTRACTOR agrees that the CITY at its sole discretion will determine and pay the amount, if any, which is due the CONTRACTOR. Upon completion or termination of this Agreement, the CONTRACTOR agrees to return any advanced funds that exceed payments due the CONTRACTOR, if any, within thirty (30) days of completion or termination of this Agreement.

II. Invoicing Services

- A. The CONTRACTOR will prepare and submit invoices to the CITY in accordance with this Exhibit.
- B. Invoices for any period in which youth complete a training interval will include supportive documentation.
- C. Each youth will evaluate the training programs and the instruction/assistance received before termination from the program. A copy of the evaluation will be kept in the youth's file. A second copy will be submitted to the CITY.

III. Terms of Payment

A. Type of Payment

- 1. All payment requests must be for costs incurred during the term of this Agreement and must be supported by sufficient documentation (as outlined in Exhibit G - Section III.A.C) to justify payment. Reimbursement requests must be accurate, timely, and complete, and must be in the form required by the CITY. All activities for which reimbursement is requested must be allowable under the terms of this Agreement and must comply with federal, State, and CITY requirements, policies and procedures.
- 2. Any change in any line item, or major cost category (i.e., Training, Training Related, Supportive Services or Administrative) within the total Agreement Budget, is not permitted without prior approval from the CITY.

B. Frequency and Amount or Payment Cycles

Partial payments will be made to the CONTRACTOR when invoices are submitted by the CONTRACTOR and verified by the CITY, but not more frequently than once per month.

C. Conditions for Payment (Training)

To qualify for payment for services the CONTRACTOR will submit the following proofs of performance for each youth:

- 1. Upon enrollment -- Cost Reimbursement CONTRACTOR Invoice, MIS Source document Enrollment Form, Detailed Statement of Costs and Participant Payroll and Status Summary.
- 2. Payment each month -- Cost-reimbursement CONTRACTOR Invoice, Detailed Statement of Costs, Participant Payroll and Status Summary and proof of attendance.

3. Upon Termination -- Cost Reimbursement CONTRACTOR Invoice, MIS Source document Status Change Form, Participant Payroll, Participant evaluation of the training program, Status Summary and proof of attendance.

D. Conditions for Payment (Maintenance Supplies)

Costs of maintenance supplies purchased directly for this Agreement may be included on any invoice only after payment by cash, check, or other form of actual payment. Proof of purchase for supplies will be in the form of a receipt or other written document agreed to by the CITY (as submitted by the CONTRACTOR in the program budget).

E. Conditions for Non-Payment of an Invoice

1. Any cost incurred or payment earned by the CONTRACTOR over and above the sums set up in the line item budget will be at the sole risk and expense of the CONTRACTOR. The CITY will not pay more than the total amount set forth in the line item budget.
2. All necessary source documents, receipts, payroll records, Time Sheets must be submitted in a timely manner and must be received by the CITY prior to the CONTRACTOR billing for that period.
 - f. Failure to comply with any record keeping or reporting requirements or any other terms included in this Agreement will be grounds for the CITY to withhold payment against submitted invoices until such compliance is demonstrated.

**EXHIBIT G
PROGRAM BUDGET**

The following plan is to support the distribution of any joint costs related to the activities of this Agreement. All costs included in the plan must be supported by formal accounting records which will substantiate the propriety of eventual charges. Budget allocations are not adequate documentation. The CONTRACTOR will retain on file all documentation supporting the methodology utilized to determine the reasonableness of allocated costs. Failure to comply may result in non payment, partial or reduced payment or Agreement termination.

**EXHIBIT H
INFORMATION AND NOTICES**

- A. All Notices given by CITY to the CONTRACTOR will be in writing and delivered to:

Nicholas Rogers, Director, Career Development
Los Angeles Unified School District
1545 Wilshire Blvd.,
Suite 200, Los Angeles, CA 90017
(213) 207-2200
(213) 413-0975 FAX

and

Russell Ung, Supervisor, Collaborative Programs
Los Angeles Unified School District
716 E. 14th Street
Los Angeles, CA 90021
Tel: 213 745-1930
Fax: 213 741-0952

or at such other address or to such other persons as CONTRACTOR may from time to time designate in writing.

- B. All payments given by CITY to the CONTRACTOR will be delivered to:

Nicholas Rogers, Director, Career Development
Los Angeles Unified School District
1545 Wilshire Blvd.,
Suite 200, Los Angeles, CA 90017
(213) 207-2200
(213) 413-0975 FAX

or at such other address or to such other persons as CONTRACTOR may from time to time designate in writing.

- C. All Notices given by CONTRACTOR to the CITY will be in writing and delivered to:

Patricia D. Unangst, WIN Manager
Carson/Lomita/Torrance Workforce Investment Network Board
One Civic Plaza, Suite 500
Carson, CA 90745
(310) 518-8100
(310) 518-8215 FAX

or at such other address or to such other persons as CONTRACTOR may from time to time designate in writing.

D. All payments given by CONTRACTOR to the CITY will be delivered to:

Mary Wu, Accountant
 City of Torrance Finance Department
 3031 Torrance Boulevard
 Torrance, CA 90503
 (310) 781-7674
 (310) 618-5832 FAX

E. All programmatic questions by CONTRACTOR to the CITY will be delivered to:

Patricia D. Unangst, WIN Manager
 Carson/Lomita/Torrance Workforce Investment Network Board
 One Civic Plaza, Suite 500
 Carson, CA 90745
 (310) 518-8100
 (310) 518-8215 FAX

or at such other address or to such other persons as CITY may from time to time designate in writing.

F. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:

1. Personal Delivery. When personally delivered to the recipient: notice is effective on delivery.
2. First Class Mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
3. Certified Mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.
4. Overnight Delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
5. Facsimile Transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

EXHIBIT I
DEFINITION OF AT-RISK YOUTH

A YOUTH MUST HAVE ONE OR MORE OF THE FOLLOWING TO BE CONSIDERED AT- RISK YOUTH:

1. **AT RISK OF DROPPING OUT OF SCHOOL:** A youth referred by a school staff person, probation officer or other responsible person documenting chronic attendance problems, or discipline problems, or educational under achievement, and/or other indicators which have been adopted by the Local Education Agency (LEA) and the CLTC.
2. **COURT ORDERED PLACEMENT:** Any youth who is a court-ordered placement with appropriate documentation such as affidavit, placement agreement, etc.
3. **DRUG ABUSE:** Any youth who is dependent on alcohol or drugs, or recovering from alcohol or drug abuse.
4. **POTENTIAL DROP OUT:**
 - a. Two (2) grade levels below his or her age group.
 - b. Formal referral by a school counselor, probation officer or other agent documenting chronic attendance problems, truancy, tardiness, or discipline problems, or other indicators of a high potential to drop out which have been adopted by the LEA as criteria for identifying potential dropouts.
 - c. On a school's D and F list, or has failing grades as evidenced by a report card.
 - d. Did not pass the High School Proficiency Test.
5. **FUNCTIONALLY ILLITERATE:** Score at or below the 5th grade level on a standardized test or other approved assessment instrument.
6. **HOMELESS:** A youth that lacks a fixed, regular and adequate night time residence. An individual may also be categorized as homeless if his/her primary night time residence is:
 - a. A supervised publicly or privately operated shelter designed to provide temporary living accommodation (including welfare hotels, congregate shelters, and transitional housing for the mentally ill)
 - b. An institution that provides a temporary residence for individuals intended to be institutionalized
 - c. A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings
7. **HANDICAPPED:** A youth that has a physical or mental disability consisting of a substantial barrier to employment and can benefit from WIA services.
8. **OFFENDER:** A youth that has been convicted of either a misdemeanor or felony offense.
9. **RACIAL OR ETHNIC MINORITY:** Any youth who is either Black (not Hispanic), Hispanic, American-Indian/Alaskan Native, or Asian/Pacific Islander.
10. **TEEN PARENT:** Any youth, under 20 years of age, who is responsible for the support of one or more dependent children.
11. **TEENAGE PREGNANCY:** A female youth applicant, under 20 years of age, who is pregnant.