



# 32437

## REIMBURSEMENT AGREEMENT

This AGREEMENT is made and entered into this 11th day of August 2011, between the **LONG BEACH UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY**, hereinafter referred to as "DISTRICT," and **PACIFIC GATEWAY WORKFORCE INVESTMENT NETWORK, ADMINISTERED BY THE CITY OF LONG BEACH** hereinafter referred to as "CONTRACTOR."

The parties agree as follows:

1. Services to be Provided. The CONTRACTOR agrees to reimburse the DISTRICT for providing instruction for the National Work Readiness Credential program for students with exceptional needs participating in the Transition Partnership Program, and to support the Employment Fair per the grant received by the CONTRACTOR for "Assistance for Long Beach Youth with Disabilities" attached hereto as Exhibit A.
2. Term. This AGREEMENT shall be effective for the period June 1, 2011 through May 31, 2012.
3. Compensation. CONTRACTOR agrees to reimburse DISTRICT a total not to exceed SEVEN THOUSAND FIVE HUNDRED DOLLARS and NO/100 (\$7,500.00), for the above services.
4. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.
5. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT. CONTRACTOR agrees to compensate DISTRICT for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.
6. Hold Harmless. As both the DISTRICT and CONSULTANT, are public entities under Government Code Section 895.2. Pursuant to Government Code Section 895.2, each party shall assume liability for bodily injury or death and property damage caused by its negligence or willful misconduct arising from or connected with its performance under this MEMORANDUM OF UNDERSTANDING to the extent that such liability would be imposed in the absence of Government Code Section 895.2. To that end, each party shall indemnify and hold the other harmless from and against any damage, demand, cause of action, claim loss, cost, expense or liability that may be imposed on such other party by virtue of Government Code Section 895.2 arising from or connected with its performance under this MEMORANDUM OF UNDERSTANDING. Each party waives subrogation. The provisions of Civil Code Section 2778 are made a part hereof as if fully set forth.

7. Insurance. Pursuant to Section 6, CONTRACTOR agrees to carry commercial general liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence/Two Million Dollars (\$2,000,000) aggregate, automobile liability insurance with limits of One Million Dollars (\$1,000,000) combined single limit, and professional errors and omissions with limits of One Million Dollars (\$1,000,000) per claim/One Million Dollars (\$1,000,000) aggregate, in forms mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." Prior to execution of this agreement, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its officers, agents and employees as additional insureds under said policy.

8. Assignment. The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.

9. Compliance With Applicable Laws. CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.

10. Entire Agreement/Amendment. This AGREEMENT constitutes the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

11. Nondiscrimination. CONTRACTOR agrees to not discriminate on the basis of race, color, religion, sex, marital status, national origin, ancestry, familiar status, disability, sexual orientation, pregnancy or pregnancy related condition in its employment practices. This policy of affording equal employment opportunities to all persons is in keeping with provisions of state and federal laws and regulations.

12. Notice. All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given by one or more of the following: (a) personal service, (b) email, (c) facsimile, or (d) U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:  
Long Beach Unified School District  
2201 E. Market Street  
Long Beach, CA 90805  
Attn: Contracts Office  
Telephone: 562-663-3016  
Facsimile: 562-634-5013

CONTRACTOR:  
Pacific Gateway Workforce Investment  
Network, Administered by the City of  
Long Beach  
3447 Atlantic Avenue  
Long Beach, CA 90807  
Attn: Melu Habacon  
Telephone: 562-570-3744  
Facsimile: 562-570-4745

13. Severability. If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

14. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Los Angeles County, California.

15. Education Code 45125. During the entire term of this Contract, the Consultant and its contractors and agents, shall fully comply with the provision of Education Code 45125.1 (Fingerprint Requirements) with respect to individuals who will have contact with Long Beach Unified School District pupils in the performance of the work of this AGREEMENT.

16. In accordance with Education Code Section 17604, this contract is not valid or an enforceable obligation against the District until approved or ratified by motion of the governing board duly passed and adopted.

The undersigned hereby certify that they are authorized to bind their entities.

**PACIFIC GATEWAY WORKFORCE  
INVESTMENT NETWORK,  
ADMINISTERED BY THE CITY OF LONG  
BEACH**

**Assistant City Manager**

By 

Print Name Patrick H. West

Title City Manager

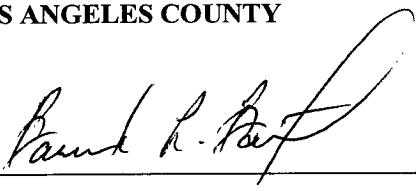
Date 8.29.11

Tax ID# 95-6000733

Telephone 562.570.3701

E-Mail Bryan.Rogers@pacific-gateway.org

**LONG BEACH UNIFIED SCHOOL DISTRICT  
OF LOS ANGELES COUNTY**

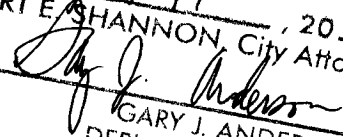
By 

Barrick L. Bartlett

Purchasing and Contracts Director

Date 9/7/11

**EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.**

APPROVED AS TO FORM  
August 19, 2011  
ROBERT E. SHANNON, City Attorney  
By   
GARY J. ANDERSON  
DEPUTY CITY ATTORNEY

# Exhibit A

“Assistance for Long Beach Youth with Disabilities”  
Pacific Gateway Workforce Investment Network  
June 2011

## HIGH CONCENTRATION OF ELIGIBLE YOUTH ADDITIONAL ASSISTANCE PY 2011 -2012

### “Assistance for Long Beach Youth with Disabilities”

Pacific Gateway Workforce Investment Network

#### I. SUMMARY

Pacific Gateway Workforce Investment Network (Pacific Gateway) requests \$100,000 to support work readiness, career exploration and work experience activities for 50 Long Beach youth living with disabilities. These additional WIA funds would make it possible for Pacific Gateway to implement a new program, developed in partnership with the Long Beach Unified School District’s Transition Partnership Program (TPP). The proposed activities are an efficient and exemplary use of Additional Assistance funds because they enable Pacific Gateway to serve additional, high-need youth by maximizing resources and strengths of both project partners.

#### II. PROJECT DESCRIPTION

##### a. **Area of Focus**

Pacific Gateway’s service area includes the cities of Long Beach, Torrance, Lomita, Signal Hill and adjacent communities within the City of Los Angeles. This area is home to more than 844,000 residents and a diverse employment sector shaped by economic activity in and around the Port of Long Beach and Port of Los Angeles, and strong healthcare, aerospace, manufacturing, transportation, hospitality, and education sectors. Within this expansive region, the proposed project will focus on youth in the Long Beach area. Throughout the current economic recession, the City of Long Beach has endured an unemployment rate higher than that of both the County and State, finally falling below 13% (12.9%) in April 2011 for the first time since mid-2009.

The program addresses the specific needs of **youth with disabilities**, including both cognitive and physical. This can include hearing impairments including deafness, speech or language impairments, visual impairments such as blindness, emotional disturbance, orthopedic impairments, autism, traumatic brain injury, other health impairments or specific learning disabilities.

Within the Unified Long Beach School District – a district with more than 90,000 students in 95 public schools – transitional employment services for high-school aged youth are directed through the TPP program. The group’s main purpose is to help students with disabilities find and retain employment, and provides pre-employment skills training, job development and placement and follow-

up services. The program and its students will serve as Pacific Gateway’s partner in providing enhanced services to local youth.

**b. Unmet Need**

The program helps meet a serious need for employment services for youth with disabilities in Long Beach. This has become particularly acute due to a number of new and existing factors, including:

- ***Need for Enhancement to existing services.*** The TPP program has identified key areas for enhancement: (a) work readiness training tied to an industry-recognized credential that can serve as an objective measure of youths’ readiness for successful employment; (b) career exploration activities that can help inspire and propel youth forward, helping them see the opportunity in diverse and chosen fields of employment (beyond the select pathways typically prescribed to them); and (c) strengthened job development to engage greater numbers of employers across a wider cross-section of sectors, including manufacturing, emerging green occupations, and the health/veterinary sector.
- ***Growing number of youth with cognitive and physical disabilities.*** Approximately 90% of students in the TPP have a cognitive disability; 10% have physical impairments. The rise in autism cases and other cognitive disabilities, both locally and nationally, has increased the need for the proposed services, as well as the need to develop novel partnerships that identify effective models of service for replication.
- ***Reduction School District services.*** Like many school districts in the State, Long Beach Unified School District (LBUSD) faces serious financial constraints. The third-largest school district in the State, LBUSD announced its plans in March to cut 773 full-time positions, including 718 teachers, and implement its “worst-case scenario” of cuts to programs and increases in class size. TPP, like all programs at the District, faces proportionate cuts to its resources, making partnerships like that proposed herein absolutely critical in enhancing services to youth.
- ***Decline in availability of jobs and resources for youth.*** The national unemployment rate for youth is 25.7% (April 2011). While unemployment has been on a slow *rise* for the population overall, it has experienced a .06% *decline* for youth from 2010 to 2011. The challenge is particularly daunting for summer employment. Today’s youth face the convergence of a serious economic recession, the sunset of ARRA and federally-supported summer youth programs, and a historical decline in the availability of summer employment for teenagers nationwide. In a timely report, *The Steep Decline in Teen Summer Employment in the U.S., 2000-2010 and the*

*Bleak Outlook for the 2011 Summer Teen Job Market (McLaughlin, Sums)*, historical data and forecasting predicts that the summers of 2011 and 2012 will present *new record lows* in youth employment, rising to 27% this summer.

Even as they become scarce, these summer jobs have become more important to helping households weather the economic recession. Summer earnings that had been primarily spent by the youth themselves are now used by many families to help cover family costs as many face the reality of having one or more parents unemployed. McLaughlin and Sums concede that the impacts of the decline in summer employment will have far reaching effect, stating that “the steep drop in the summer teen employment rate over the past decade has massively reduced the number of teens who obtain any exposure to the world of work during the summer months and narrowed the range of jobs in which they are employed.” Not surprisingly, this environment is particularly difficult for youth with disabilities. Beyond the actual cognitive and physical limitations that make many of these hard-working young people less competitive in the job market, employers’ perceptions of their abilities hinder them further.

**c. Proposed Activities**

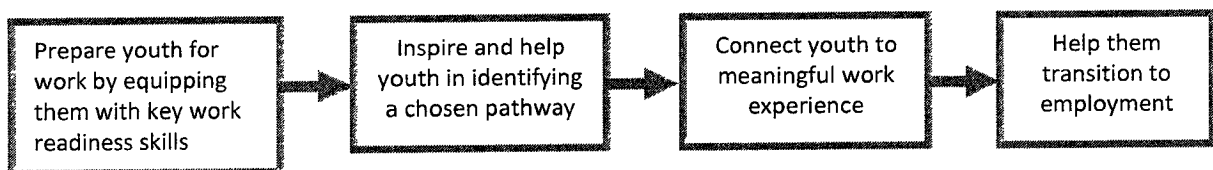
The program is designed to help 50 youth ages 16 -18 with cognitive and physical disabilities transition into productive adulthood by equipping them with work readiness skills, helping them explore career interests, and placing them in employment and meaningful internship opportunities. These efforts will work as a significant enhancement to services provided by the LSUSD’s Transitional Partnership Program, whose primary function is to help these youth “transition from school to the business environment.” Core, grant-funded activities of the program are:

- **Work Readiness Training.** All students will complete the National Work Readiness Credential (WRC) – a 25-hour, rigorous program focusing on soft-skills, customer service, work policies, math and communications skills, and leadership. Students will earn the National Work Readiness Credential after passing the certification exam. A smaller instructor-to-student ratio (1:8) and utilization of special education professionals to teach the course and proctor the exam will help ensure effective instruction. Additional assistance will be provided to help youth re-take the exam if necessary, and strengthen key concepts and skills. Training will be provided at the 7 school sites where TPP operates.

- **Road Trip Nation.** This innovative program encourages youth to explore career and life possibilities on a virtual ‘road trip.’ Students develop individual visions of their chosen career and work life and are connected to professionals in those positions. Written and web-based exercises help youth expand their self-concept and identify career pathways. This program has been effective for other populations of Pacific Gateway youth; funds will make it possible for TPP youth to access this opportunity with tailored exercises and support. The program’s inspirational quality will be especially effective in working with this population.
- **Work Experience – Internship or Job Placement.** Pacific Gateway will partner with TPP staff to identify additional employers and worksites, and support this work through stipends to help students gain important work experience. As much as is possible, Pacific Gateway youth employment specialists, working through the Pacific Gateway Youth Opportunity Center, will tie work experience activities to the pathways identified through the Road Trip Nation exercises, matching youth with grant-funded internships or subsidized employments (paid for with TPP funds) along a pathway of their choice. These efforts will be further advanced through an Employer Fair to help connect youth with employers who can provide ‘launch pad’ transitional employment opportunities.

Best-practices, project partners’ first-hand experience, and academic research have all helped shape the activities described in this proposal. This includes recommended strategies for serving youth with disabilities presented by the National Collaborative on Workforce and Disability (NCWD), a technical service provider to various state and local workforce development systems, as well as the National Youth Employment Coalition (NYEC), a capacity-building and technical assistance organization. Both of these organizations have collected a host of research and best-practices that have been reviewed and discussed in preparation for this proposal.

The program services flow has been shaped by these resources. The sequence of objectives is demonstrated in the following sequence diagram:



**III. PARTNERSHIP WITH LONG BEACH UNIFIED SCHOOL DISTRICT**

The following diagram illustrates the lock-step partnership proposed with the LSUSD to implement this program. Funding would provide the resources to implement this collaboration, bringing activities and outcomes to youth with disabilities that would otherwise not be available. This partnership is based on with "resource braiding" strategy suggested by the NCWD in its brief, *Blending and Braiding Funds and Resources: The Intermediary as Facilitator (January 2006)*.

TASK	PACIFIC GATEWAY (grant funded activities)	LBUSD/TPP
Selection, Enrollment and Recruitment	<i>Will work with TPP to prepare cohorts</i>	Will select and enroll 50 youth from TPP, setting up cohorts and preparing them for participation
Work Readiness Training for Instructors	<i>Will help train and proctor 14 instructors (two per site) and will certify each of the site for WRC</i>	
Instruction of Work Readiness Credential	<i>Technical assistance</i>	Will provide instruction to 50 youth
Road Trip Nation (RTN) Career Exploration	<i>Will work with RTN to administer program</i>	Support as needed
Job Development/Work Experience	<i>Will engage additional employers and connect youth with stipend-based internships</i>	Will work with existing employers and connect to subsidized employment opportunities
Employment Fair & Transition Services	<i>Will help add additional employers and activities to Employment Fair</i>	Will manage and coordinate Employment Fair, and coordinate transition to permanent employment
Reporting and Tracking of Outcomes	<i>Will provide outcome data and tracking</i>	Will provide supportive data



**IV. OUTCOMES**

The program will result in the following outcomes:

- **50 additional youth with disabilities will be served;**
- **All 50 (100%) will be enrolled in the WRC and RTN activities;**
- **At minimum 48 (98%) will satisfactorily complete the WRC and RTN activities;**
- **Of those that complete the WRC program, it is expected that at least 50% (24) youth will pass the Credential exam on their first attempt, and an additional 10 will pass on their second Credential exam, for a total Credential rate of 70%; and**
- **It is expected that 80% of youth who complete the WRC activities and RTN will be connected to work experience or employment.**

**V. TIMELINE OF ACTIVITIES**

Activities will be implemented and completed according to the following program schedule.

<b>Activity</b>	<b>Date</b>
Program Set-Up - Formalization of partner roles and allocation of resources, introduction of partner staff, etc.	June 2011
Work Readiness Credential Training for Instructors	June 2011
Work Readiness Credential Course (in two 'waves' of participants cohorts "a, b")	a. June/July 2011 b. September/October 2011
Road Trip Nation Course (in two 'waves' of participants cohorts "a, b")	a. July 2011 b. October 2011
Summer Work Experience	a. July 2011
Fall Work Experience	b. October 2011
Employer Fair	March 2012
Transition to Employment	March 2012 – May 2012

**VI. BUDGET DETAIL AND BUDGET SUMMARY**

The following costs have been outlined in the attached Budget Summary:

**Requested Funding - \$100,000**

- Staff Salaries:

.48 FTE for the Employment Specialist which will be dedicated to outreach and recruitment, job development for youth, administer stipends, assist with resume development and manage work readiness credential process.

- Benefit Rate: 56%

- Operating: Expenses associated with cost of program, computers, phones, etc. Allocated based on Network PY 08-09 Cost Allocation Plan.

- Contractual services:

- a. \$7,500 to TPP to provide instruction for 7 sessions of WRC and to support Employment Fair

- b. \$10,000 to Road Trip Nation to provide RTN activities and participate in the Employer Fair

- Other:

- a. \$5,000 for WRC credentialing, calculated at \$75/participant. This includes "re-takes" of the exam for some participants.

- b. \$13,400 for stipends for internships for some participants. Stipends will average \$500/youth.

- c. \$8,174 in supportive services for bus passes, work clothing and other support. Average of \$163/youth.

- d. \$50/instructor for Proctor fees; two per each of 7 sites.

- e. WRC Site Certification for each of 7 Sites.

**Match:**

*As demonstrated in the proposal, LBUSD-TPP will provide substantial in-kind support, including an estimated \$40,000 in subsidized wages for employment, staff time to help develop work placements, and program administration. However, these costs are not included as match for this proposal.*

**\$34,000 of cash match is presented by Pacific Gateway using unrestricted Community Beautification Funds.**