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## I. CUSD YOUTHBUILD PROGRAM ORGANIZATIONAL STRUCTURE

### PURPOSE: To outline details regarding program operations management and structure for Chico Unified School District YouthBuild Chico

### ATTACHMENTS: NA

### **REFERENCES:** NA

### POLICY

YouthBuild Chico (YBC) is operated by Chico Unified School District (CUSD), a public school district in Butte County, CA through a grant awarded by the US Department of Labor Employment and Training Administration (DOLETA) issued on July 15, 2013 for a period of three years and four months. The grant will end November 14, 2016. YouthBuild Chico will recruit and train 60 young adults during the grant period.

### **Program Operations**

The Educational component is provided through partner services (MOU) from the John Muir Charter School (JMCS), a publically chartered high school diploma granting entity.

The Construction component is provided by YBC staff training and through building of houses for low income families.

Services for the Case Management/Career Counseling component are provided through the Alliance for Workforce Development Inc. (AFWD) under a contract issued from CUSD.

YBC operates under the fiscal oversight of CUSD. CUSD provides program and partner oversight to ensure that YouthBuild grant project goals/benchmarks are reached. CUSD will follow and adhere to all fiscal directives from DOL where YouthBuild is concerned. CUSD follows OMB Circulars A-87 and Super Circular (effective 12/2/2013). For all cost principles see Uniform Guidance at 2 CFR 200. CUSD provides administration and staff to the grant program through the office of the Director of Educational Services and charges the grant appropriately for the grant staff.

While the YouthBuild Chico program operates under the auspicious of the Chico Unified School District and follows all CUSD Policies and Procedures, there are certain program policies and procedures which are delineated by the grantor, the US Department of Labor Employment and Training Administration that will be followed and listed in the YouthBuild Chico Policies and Procedures Manual. All current DOL ETA directives are listed in the Manual will be followed.

YouthBuild Chico is located at 2145 Park Ave #13-14, Chico, CA which serves as the activities/program facility for participants receiving services through the YouthBuild Chico program Monday through Friday. The schedule of program activities is included in the Appendix and is made a part of the Policy and Procedures Manual.

# CUSD YOUTHBUILD CHICO POLICY AND PROCEDURES STRUCTURE

# **PURPOSE:** To establish a standard and set forth procedures for maintaining consistent, high quality program operations for CUSD YouthBuild Chico (YBC)

ATTACHMENTS: NA

### **REFERENCES:** NA

### POLICY

Guidelines are critical to maintaining a high level of accountability for staff to carry out consistent program operations. The policies contained in this Policy and Procedures Manual provide broad direction and act as the governing principles of the program. Procedures are ways of carrying on the business of the YBC program. Regular review of these guidelines at all levels within the program shall be required.

Program guidelines are approved by the Director of Educational Services and the CUSD YouthBuild Chico Program Administrator and shall be readily available to all program staff. The YBC Program Co-Coordinator shall ensure up-to-date copies are available for staff use.

The Director of Educational Services and/or the YBC Program Administrator, as needed, shall approve new or revised guidelines as needed. Any staff aware of changes needed to the guidelines shall consult with the Program Co-Coordinator who will report those changes to the YBC Program Administrator. The Program Co-Coordinator is responsible for presenting new or revised guidelines information to staff.

### PROCEDURES

### **Guideline Changes and Revisions**

- Any guideline changes, either additions or revisions, shall be submitted to the Program Administrator and/or Program Co-Coordinator for review. <u>The only exceptions are guideline changes mandated by DOLETA.</u>
- The Program Administrator and/or Program Co-Coordinator may revise guidelines as required by DOLETA in conjunction with the Federal Project Officer, if needed, or other funding sources to best maintain program compliance.

• The DOL YouthBuild SGA-DFA-PY-12-02 is hereby incorporated and made a part of the Chico Unified School District YouthBuild Policy and Procedures Manual.

### Forms and Attachments

Forms and other attachments contained in the Policy and Procedures Manual are the sole property of CUSD YouthBuild Chico (unless listed as proprietary) and cannot be changed or altered without the consent of the Director of Educational Services or YouthBuild Administrator. Any staff aware of needed changes to the forms and/or attachments contained in the guidelines shall consult with the Program Administrator and/or Program Co-Coordinator. Only forms contained in this Policies Procedures Manual shall be used during the course of service delivery for the YBC program.

YouthBuild Chico participants are actively engaged in the education component 50% of their time in the program. Participants are engaged in the construction component 40% of their time in YBC and the balance of their time is spent in leadership/community service activities.

YouthBuild Chico Program Schedule - See Appendix

### Definitions

For the purpose of the manual the following terms, acronyms and definitions may be used:

- CUSD Chico Unified School District
- JMCS John Muir Charter School
- AFWD Alliance for Workforce Development, Inc.
- WIA/WIOA- Workforce Investment Act/Workforce Investment Opportunity Act
- YBC YouthBuild Chico
- DOL ETA US Department of Labor Employment and Training Administration
- CFR Code of Federal Regulations
- HSD/GED High School Diploma/General Education Diploma
- DOL MIS Department of Labor Management Information System
- TEN Training Employment Notice
- TEGL- Training Employment Guidance Letter

The YouthBuild Chico Program observes the following NON- STIPEND days off:

Labor Day	Columbus Day
Martin Luther King's Birthday	Veteran's Day
Lincoln's Birthday	President's Day
Thanksgiving Day/Friday after	Christmas Day
Memorial Day	Period between Christmas/New Years
Fourth of July	New Year's Day

# INTRODUCTION AND ELIGIBILITY FOR THE CHICO UNIFIED SCHOOL DISTRICT YOUTHBUILD CHICO

Action: Establish policies, procedures and definitions for the YouthBuild Chico Program and establish criteria for young adults applying for services under the DOL YouthBuild grant program

Issue Date: November 2013, Revised November 2014

YouthBuild trains young adult, ages 16 to 24 (upon enrollment), in construction, increasing their job-specific building trade skills, basic employability, and leadership skills. Communities benefit from highly visible construction projects undertaken by young adult which expand affordable housing for needy families in Butte County.

The YouthBuild Chico program provides specialized vocational skills training, leadership and community service for at-risk young adults. Targeted young adults include high school dropouts, young adult offenders or young adults at risk of involvement with the juvenile or criminal justice system, young adults with incarcerated parents, chemically dependent young adults, young adults with disabilities, homeless young adults, migrant young adults, and young adults with limited English ability, young adults in foster care and pregnant or parenting teens.

The education component of the program focuses on applied basic skills with a problem-solving emphasis in preparing participants for the California High School Diploma (HSD) and/or General Education Diploma (GED). The vocational skills training component provides young adults with job specific skills in the construction field. The leadership component provides young adults with meaningful opportunities for community service and to develop decision making, problem solving, and negotiating skills. A unique requirement of the program design is that vocational skills training projects must result in the construction of or improvement of residential homes for low income families.

The following policies and procedures in this manual are a guide to following all rules and regulations of the US Department of Labor Employment and Training Administration YouthBuild grant program as set forth in SGA-DFA-PY-12-02, 29 CFR Part 97 and OMB Circulars A-87, A-102 and A-133. All policies and procedures in this manual will not supersede any existing federal or state laws or Chico Unified School District rules and regulations.

CUSD YouthBuild Chico adheres to 29 CFR Part 37 Non-Discrimination and Equal Opportunity Requirements – Discrimination is prohibited on the basis of: Race, color, religion, sex, national origin, age,

disability, political affiliation, and citizenship/status as a lawfully admitted immigrant authorized to work in the United States.

# YOUTHBUILD ELIGIBILITY GUIDELINES AND SOURCE DOCUMENTATION

Issue	Criteria	Most Common Documentation (Examples)	Suggested Action
Age	Young adult is between the ages of 16 and 24 at enrollment	<ul> <li>Driver's license or Government issued Identification Card</li> <li>School Records/School Identification Card</li> <li>Birth Certificate</li> <li>U.S. Passport</li> <li>Naturalization Certificate</li> </ul>	Verify the young adult (at the time of enrollment) meets the age criteria; document in participant folder
Selective Service	Males between the ages of 18-24 must be registered for selective service.	<ul> <li>Selective Service Letter/Registration Letter</li> <li>DD-214 Report of Transfer or Discharge from Military Service</li> <li>Board/State Registration/ Stamped Post Office Receipt of Registration</li> <li>Internet verification/registration <u>www.sss.gov</u></li> <li>Telephone Verification:(847-688-6888)</li> </ul>	Place documentation in participant folder.
Low Income	Verify young adult meets low-income guidelines (as referenced in 42 U.S.C. 1437a (b) through applicable income source.	<ul> <li>Income levels can be established through information contained within the following documents:</li> <li>Pay Stubs /Bank statement (direct deposit)</li> <li>Employer statement/contact</li> </ul>	Place documentation in participant folder.

(*See below)	<ul> <li>Parents tax return if under 18</li> <li>Tax Return if over 18 or emancipated</li> </ul>
	• Public assistance records/receipt (TANF/Food Stamps)
	Documentation from Social Security Medical card
	Refugee Assistance records
	Public Housing Authority
	• Written statement from an individual providing temporary residence or a shelter (homelessness/runaway)
	• Court documentation or contact or verification of payment made on behalf of young adult (supported foster child/court supported)

School Drop Out	Verify young adult is no longer attending school.	<ul> <li>Letter/documentation from the school stating the young adult has dropped out</li> <li>School attendance record</li> <li>Applicant statement</li> </ul>	Place documentation in participant folder.
Young adult is enrolled under the 25% exemption: Basic skills deficient	Verify young adult has a diploma/GED or other State- recognized equivalent and is basic skills deficient	<ul> <li>Young adult tests at or below 8.9 grade level on a generally accepted standardized academic test approved by the US Department of Labor (regardless of the attainment of a diploma/GED)</li> <li>Testing indicates young adult is unable to compute or solve problems, read, write, or speak English at a level necessary to function on the job</li> </ul>	Place documentation in participant folder (include test results and copy of diploma/GED).
Young adult is enrolled under the 25%	Young adult has been referred by a local secondary school for participation in a	• A referral from a high school guidance counselor/other academic professional	Place documentation in participant folder: referral letter(s).

exemption:	YouthBuild
referred by	program leading to
a local	the attainment of a
secondary	secondary school
school	diploma

Current foster young adult or young adult aging out of foster care	Verify young adult is in the foster care system or aging out of the foster care system	<ul> <li>Court contact/documentation</li> <li>Social Services contact/documentation</li> <li>Medical Card</li> <li>Verification of payment made on behalf of the young adult</li> </ul>	Place documentation in participant folder.
Young adult is an individual with a disability (includes learning disabilities)	Verify disability (an individual with any disability as defined in Section 3 of the Americans with Disabilities Act of 1990 (42US.C. 12102)	<ul> <li>Social Security Administration Disability Records statement</li> <li>Academic records</li> <li>Medical records</li> <li>Physician statement</li> </ul>	Place documentation in participant folder.
Young Adult Offender	Verify young adult is an offender or involved with the criminal justice system	<ul> <li>Court documentation</li> <li>Resident of a detention facility, group home, or restricted state run facility</li> <li>Letter of parole/probation officer</li> <li>Police records</li> <li>Applicant statement</li> </ul>	Place documentation in participant folder.
Migrant young adult	Verify young adult is a migrant young adult worker or part of a family of migrant workers	<ul> <li>Employer statement</li> <li>Wage records/family wage records</li> <li>Work permits</li> </ul>	Place documentation in participant folder.
Young adult is a child of an incarcerated	Verify young adult is a child of incarcerated parent	<ul><li>Court records</li><li>Applicant statement</li></ul>	Place documentation in participant folder.

parent				
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# YOUTHBUILD INCOME ELIGIBILITY CRITERIA

An individual may participate in a YouthBuild program only if such an individual is:

• Between the ages of 16 and 24 on the date of enrollment; and

• A member of a disadvantaged young adult population such as a member of a low-income family, a young adult in foster care (including young adult aging out of foster care), a young adult offender, a young adult who is an individual with a disability, a child of an incarcerated parent, or a migrant young adult; **and** 

• <u>A school dropout</u>. Up to (but not more than) 25 percent of the participants in the program may be young adults who are not a school dropout or are not a member of a disadvantaged population based on the criteria above but are:

1) Basic skills deficient, despite attainment of a secondary school diploma, General Education Development (GED) credential, or other state-recognized equivalent (including recognized alternative standards for individuals with disabilities); or

2) Have been referred by a local secondary school for participation in a YouthBuild program leading to the attainment of a secondary school diploma.

Low Income Family: The term 'low-income families" means those families whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary of Health & Human Services with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low family incomes.

HUD Website link for FY2013 income limits: www.huduser.org/portal/datasets/il/il13/index.html

Many eligible young adults have difficulty accessing paper records supporting their income eligibility, particularly those who are homeless, in foster care or in the juvenile justice system. It is important to maintain appropriate documentation to avoid the risk of enrolling an ineligible young adult which may subsequently result in disallowed costs to the grant. Staff will use every available means to secure proper documents before enrolling a young adult into the YBC.

In situations where a young adult is not able to provide proof of family income (i.e. homeless, living in a shelter, living with a friend and no contact with family members), "self-attestation", can be utilized as a means to document low-income status. The young person can prepare a statement that documents their current living situation and offer evidence of any personal earnings (i.e. a part-time job). A Career Counselor can witness this document.

Copies of proof of income (tax returns, pay stubs, etc.) should be placed within the participant's folder. When an individual is uncomfortable providing copies, the case manager can attest to having seen these documents and include this information in a formal note/form that details the required information so that it is included in the participant's folder.

# YOUTHBUILD ELIGIBILITY CRITERIA FOR COMPLETED HOUSING

Residential housing units rehabilitated or constructed using YouthBuild grant funds must be used solely: (1) for rental by, or sale to, homeless individuals or low-income families; or (2) for use as transitional or permanent housing, for the purpose of assisting in the movement of homeless individuals to independent living. Individuals and families seeking to qualify for housing completed or rehabilitated by a YouthBuild Program as a low-income family must meet the definition as defined above. The term homeless individual is defined in section 103 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302) to include: (1) an individual who lacks a fixed, regular, and adequate nighttime residence; and (2) an individual who has a primary nighttime residence that is--

(A) a supervised publicly or privately operated shelter designed to provide temporary living accommodations (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; or

(C) a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

The term transitional housing means housing provided for the purpose of facilitating the movement of homeless individuals to independent living within a reasonable time the term transitional housing includes housing primarily designed to serve deinstitutionalized homeless individuals and other homeless individuals who are individuals with disabilities or members of families with children.

# DOCUMENTATION OF ELIGIBILITY UNDER THE DOL YOUTHBUILD PROGRAM AND INCOME ELIGIBILITY TABLE

Action: Establish procedures and guidelines for documenting eligibility for the Chico Unified School District YouthBuild program

Issue Date: November 2013

**Background:** Eligibility determination is based on a review of an application form signed by the applicant and/or parent/legal guardian (in the case of a minor). The application form used for this determination must be comprehensive enough to determine eligibility. Documentation is required on a number of data items on the application. This documentation is to be kept on file at YouthBuild Chico in the participant's program file. The file will be maintained in a locked file cabinet in a room that will be locked during times when staff is not present. At no time shall the file cabinet be left open and no staff present.

### **Eligibility Documentation**

At a minimum, the following data items on the application form that relate to eligibility determination require documentation:

### **Proof of Age**

Proof of age is required for all young adults. The documentation can be in the form of a copy of a driver's license or state ID, copy of a birth certificate, a copy of an age certificate issued by local school officials, public assistance or social service records, federal, state or local government identification card, passport, hospital record of birth.

### **Social Security**

The Social Security number must be documented through a card sent by the Social Security Administration.

### Residency

Residency information for enrollment in YBC may be documented in the form of self-certification, driver's license, food support award letters, housing authority verification, insurance policy (residence or auto), landlord statement and/or lease (s), letter from Social Security agency or school, library card, Medicare or Medicaid card, phone directory, postmarked mail addressed to applicant, property tax record, public assistance records, rent receipts, school identification card, utility bill or voter registration card. Homeless status may be documented in the form of self-certification, written statement from individual providing temporary residence, written statement from shelter, written statement from social service agency.

### **Selective Service Registration**

Registration information must be documented for all males who were born on or after January 1, 1960, who are 18 years of age or older. Documentation can be in the form of an acknowledgment letter, a selective service registration card, a stamped post office box receipt of registration, D.D.214 Report of Transfer or Discharge, Selective Service Advisory Opinion Letter, Selective Service registration record (form 3A, Selective Service Verification Form). The selective service registration number may be obtained from the Selective Service Office at (847) 688-6888.

### **Registration Process for Selective Service**

If the young adult has not registered for the selective service or is unable to locate the required documentation, a registration form may be completed and mailed by the service provider to: Selective Service System, Registration Information Office, P.O. Box 94638, Palatine IL 60094-4638. Selective Service registration may also be completed and verified on-line at www.sss.gov. Note: Online registration may be completed early for young men who are at least 17 years and 3 months old. The information submitted will be held on file and processed automatically when the young man is within 30 days of his 18<sup>th</sup> birthday, at which time confirmation will be mailed to the individual.

### **Citizenship/Alien Status**

Citizenship and or alien status must be documented. The documentation can be in the form of self-certification, copies of birth certificate, alien registration card indicating Right to Work (INS forms I-51, 1-551, I-94, 1-688A, I-97, I-179), voter registration card, public assistance or food stamp records, naturalization certification, D.D.214 Report of Transfer or Discharge (if place of birth is shown), foreign passport stamped eligible to work, hospital record of birth, or U.S. Passport.

### **Immigration Reform and Control Act**

In addition, participate adherence must be documented in accordance with the procedures outlined in the

Immigration Reform and Control Act. The Immigration Reform and Control Act (IRCA) make it unlawful to hire, recruit, or refer for a fee unauthorized aliens for employment in the United States.

### 25% Exemption for Enrollment in YouthBuild Chico

If the applicant has a high school diploma/GED, or is not a member of one of the targeted populations, but is basic skills deficient, he or she can be enrolled under the 25% exemption which states that up to (but not more than) 25% of the participants in the program may be youth who do have a diploma or GED, or are not members of a disadvantaged population based on the criteria above, but are:

1) basic skills deficient, despite attainment of a secondary school diploma, GED credential, or other staterecognized equivalent (including recognized alternative standards for individuals with disabilities); or

2) have been referred by a local secondary school for participation in a YouthBuild program leading to an attainment of a secondary school diploma, only if the YouthBuild program to which they are referred is a high school diploma-granting program.

<u>**High School Dropout Status**</u> will be documented in form of written statement from the school or applicant statement.

<u>Young adult in Danger of Dropping out of School Status</u> may be documented by one or more of the following documents:

<u>Written statement</u> by a school official stating that, in their opinion, the young adult is in danger of dropping out of school.

<u>Offender</u> status will be documented in the form of the applicant's statement, court documents, letter of parole, letter from probation officer, documentation of phone with court representatives.

**Homeless, runaway child** will be documented in the form of the applicant's statement, written statement, written statement from the shelter or written statement from social security agency.

**Disabled young adult:** Official school document listing special education or disability status, medical records, physician's or therapist's statement, vocational rehabilitation letter, Social Security Administration Disability records, Workers' Compensation records, case notes regarding observable conditions, social service records or referrals, self-attestation.

**<u>Pregnant/parenting</u>**: Documentation may be in the form of the applicant's statement, birth certificate, baptismal record, medical card, physician's note, or statement from school program for pregnant teens, observation.

**Foster Child:** Documentation may be in the form of a case number obtained by staff call to court, court documentation, verification of payments, or written statement from state/local agency.

**Economically Disadvantaged Status:** may be documented through a determination of family income, or, if the applicant is determined to be a "family of One," individual income.

**Family Income:** If eligibility is based on family income, documentation should be obtained for each family member's income (see Attachment A – Income Eligibility Table). Documentation can consist of each items as: self-certification, pay stubs, alimony agreement, award letter from Veterans Administration, bank statement (direct deposit), compensation award letter, court award letter, employer statement, farm or business financial records, housing authority verification, pension statements, quarterly estimated tax for self-employed persons,

social security benefits, unemployment insurance documents or public assistance records.

**Family Size:** documentation is required if eligibility is based on family income. Documentation can consist of self-certification or the following items: birth certificate, decree of court, divorce decree, landlord statement, lease, marriage certificate, medical card, most recent tax return, public assistance, social service agency records, public housing records, written statement from publicly supported 24 hour care facility or institution (e.g., mental hospital, prison).

**Family of One:** designation of a participant qualifies the applicant to disregard family income if income is directly pertinent to eligibility. An individual qualifies as a "family of one" if the applicant has a disability or has been determined to be "financially independent" (documentation of either circumstance but not both is required). Documentation of disability can be in the form of medical records, physician's statement, psychologist's diagnosis, school records, vocational rehabilitation letter, Social Security Administration Disability records, Worker's Compensation records, a letter from drug or alcohol rehabilitation agency, rehabilitation evaluation, sheltered workshop certification, Veterans Administration letter/records. Individuals claiming to be financially independent must complete an applicant statement attesting to their individual status. Such statements should be corroborated by the head of household in which that person resides, if possible. The individual must also show the source of his/her support.

HUD Website Link for 2013Income Limits

www.huduser.org/portal/datasets/il/il13/index.html

Attachment	A Income Elig	ibility Table					
Family Size							
	1	2	3	4	5	6	Each Add'l
70% LLSII	4						
Annual	\$ 9,240	\$ 15,142	\$ 20,790	\$ 25,665	\$ 30,285	\$ 35,422	\$ 5,137
6 Months	\$ 4,620	\$ 7,571	\$ 10,395	\$ 12,833	\$ 15,143	\$ 17,711	\$ 2,569
100%	\$ 13,200	\$ 21,632	\$ 29,700	\$ 36,664	\$ 43,264	\$ 50,603	\$ 7,339
Poverty Gu	idelines						
Annual	\$ 10,400	\$ 14,000	\$ 17,600	\$ 21,200	\$ 24,800	\$ 28,400	\$ 3,600
6 Months	\$ 5,200	\$ 7,000	\$ 8,800	\$ 10,600	\$ 12,400	\$ 14,200	\$ 1,800

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### SELECTIVE SERVICE VERIFICATION/PRIORITY OF SERVICE

In order to be eligible to receive WIA-funded services, all males born on or after January 1, 1960 must present documentation showing compliance with the Selective Service registration requirements as detailed at 20 CFR Part 667.250, referencing WIA, section 189(h), and the Military Selective Service Act (50 U.S.C. App. 453). *Training and Employment Guidance Letter (TEGL) Number 11-11* issued November 23, 2011 and *Changes 1 and 2* - issued January 20, 2012 and May 16, 2012 respectively - describes this requirement in detail. Item 15 of *Part V – Special Conditions* of the grant agreement states grantees are to provide priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by DOL consistent with the Jobs for Veterans Act (Public Law 107-288). Veterans priority of service procedures are outlined in *TEGL Number 10-09*, issued November 10, 2009.

Applicable Citation(s):
20 CFR 667.250 What requirements relate to the enforcement of the Military Selective Service Act?
Workforce Investment Act
Military Selective Service Act
Training and Employment Guidance Letter 11-11
Training and Employment Guidance Letter 11-11, Change 1
Training and Employment Guidance Letter 11-11, Change 2
Jobs for Veterans Act
Training and Employment Guidance Letter 10-09

# LENGTH OF PROGRAM

YouthBuild Chico, Class of 2013 is funded through a grant from DOL ETA for a three year period commencing July 15, 2013 to November 14, 2016. The first four months of the grant is a planning period to end on November 14, 2013. The next twenty-four months are programming months to end on November 15, 2015. The final year is to follow-up with all successful completers. The final grant date is November 14, 2016.

Full-time program participation will be available for participants for at least seven and one-half months per cohort, in order to achieve their goals. The intention behind this is to have participants graduate with the credentials and skills required to transition to postsecondary education, trade apprenticeships, and meaningful career paths. Participants must remain in the program a minimum of six months to be considered a completer, per DOL Final YouthBuild Rule. No participant will engage in the YouthBuild Chico program longer than 24 months from the official date of enrollment. Within these parameters, participants' individual development plans should drive the length of engagement.

YouthBuild Chico begins the full-time program with a two week Mental Toughness program. At this point staff will begin preparing participants for graduation, careers, post-secondary education, and community leadership. This preparation continues throughout the entire program.

For participants who earn their high school diploma or GED early, the program links them to an accredited college course, a job, an internship, or an apprenticeship while remaining engaged in the YouthBuild program.

Follow-up services must be provided to all YouthBuild participants for a period of not less than 9 months but no more than 12 months after participants exit the YouthBuild Chico program. These are services that assist completers/graduates to obtaining or retain employment, or apply for and transition to post-secondary education or training. (§ 672.325)

If a participant exits unsuccessfully, staff will refer that participant to partner agencies, i.e. Alliance for Workforce Development, Inc. for further services. An unsuccessful exit does not require DOL follow-up.

# **OUTREACH, RECRUITMENT AND ORIENTATIONS**

All YouthBuild Chico staff participates in Outreach, Recruitment, Orientation and Selection of participants who can benefit from and who are most in need of the YouthBuild program. Outreach takes place throughout Butte County high schools and adult schools, Butte County Probation Department, the Enterprise Record (local newspaper), Alliance For Workforce Development, Inc. (AFWD), program flyers and by word of mouth from current and former participants.

During the recruiting period, all inquiries for program enrollment are referred to AFWD for applications to the program and times and dates for orientations. When the program is open for a new cohort, AFWD staff will bring completed applications to the program and staff will review applications and set up an orientation for potential applicants.

YouthBuild program orientations are held by AFWD and YBC staff for all potential applicants at times and dates published by AFWD. The Pre-Probee (Pre-Enrollees) activities include:

Attend an AFWD YBC information meeting

Prepare initial AFWD application

Attend a YBC Orientation

Complete ALL AFWD paperwork

Attend onsite YBC Site Orientation

See Appendix for outreach flyer, application for YouthBuild Chico and orientation materials.

# **VETERANS PRIORITY FOR PARTICIPATION POLICY**

The Jobs for Veterans Act (Public Law 107-288) requires CUSD as the grantee to provide priority of service for veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by DOL. The regulations implementing this priority of service can be found at 20 CFR Part 1010. In circumstances where a CUSD as the grantee must choose between

two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that CUSD give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. CUSD must comply with DOL guidance on veterans' priority. ETA's Training and Employment Guidance Letter (TEGL) No. 10-09 (issued November 10, 2009) provides guidance on implementing priority of service for veterans and eligible spouses in all qualified job training programs funded in whole or in part by DOL. TEGL No. 10-09 is available at <a href="http://wdr.doleta.gov/directives/corr\_doc.cfm?DOCN=2816">http://wdr.doleta.gov/directives/corr\_doc.cfm?DOCN=2816</a> or in the Appendix.

# PARTICIPANT MENTAL TOUGHNESS

After orientations have been completed and eligibility has been established for applicants, those applicants are notified when to come to the program for a two week Mental Toughness period. The applicants are then referred to as a Probee (Probable Enrollee).

The schedule for Mental Toughness is:

### Week One: Becoming a Probee

During this week, you will go over paperwork, rules, educational testing, team building, goal setting, and program expectations. Attend first day of orientation. Get assigned to a crew. Receive a crew assignment. Complete all crew and individual initial activities. Begin construction training with a construction safety class. Begin to work on the basic skills. Demonstrate leadership and teamwork. Achieve 100% daily attendance and participation for the entire two weeks.

### Week Two: Becoming a Recruit

Complete all crew group responsibilities. Complete individual crew responsibilities. Complete ALL AFWD and YBC required paperwork. Maintain outstanding attendance. Complete 10 hours in 10 days of community service and site responsibilities. Complete the MTW Challenge Handbook activities. Complete the YouthBuild Chico Scavenger Hunt. Learn and demonstrate the 6 YBC Posting Stations. Learn and demonstrate the 4 YBC Physical Fitness Test Stations. Score an 85% or higher on all MTW quizzes and tests. Score 85% or higher on the Final test. Complete the self-evaluation. Score an 85% or higher on the All Staff Evaluation. Prepare for and complete the Recruit Interview with staff.

During Mental Toughness, staff will keep a record of potential applicant's (Recruits) activities and appropriateness for the YouthBuild Chico program. All Mental Toughness records will be kept in a locked file cabinet and when applicants become a YouthBuild participant, those records will be placed in the participant's official file which will be placed in a locked file cabinet in the YBC office.

Mental Toughness is provided prior to or as close to the start of program participation as possible. Mental Toughness for the participant must include, but not limited to:

As part of the MT training, there are certain areas that will be covered by the staff. These include:

Child Labor Standards,

Complaint procedures and EEO Affirmative Action Policy (EO is the Law),

Safety regulations,

Enrollee time and attendance procedures,

Injury reporting procedures, Emergency information and who to contact, The Right-to-Know Act, and Sexual Harassment Training.

During Mental Toughness an objective assessment which provides a baseline measurement of the participant's skill levels and service needs is conducted by YouthBuild Chico staff. Basic skills assessments are completed for each YouthBuild participant within the first two months of enrollment and at exit. YouthBuild Chico in conjunction with John Muir Charter School, will use the TABE test as the assessment for basic skills for applicants.

The objective assessment shall include an evaluation of the participant's barriers to employment including financial resources and supportive service needs. The assessment is an ongoing process and includes an array of options, including an evaluation of educational background, interests, aptitudes, attitudes and motivation, behavioral patterns affecting employment potential, family situation, and financial assistance and/or post-secondary financial aid eligibility determination. A copy of the objective assessment will be placed in the participant's permanent YBC file.

Assessments conducted by other human service, education, or employment and training programs that have been completed with six months of application for service may be used rather than requiring the participant to undergo duplicate assessment. An assessment is an important part of case management and the assessment information is required to be entered into the MIS within 14 days from the enrollment date. All assessments will be placed in the participant's permanent YBC file placed in a locked file cabinet in the YBC office.

Per TEGL 14-09 (Appendix), expenditure of DOL YouthBuild grant funds during Mental Toughness is limited. *See Appendix.* 

# PARTICIPANT SELECTION CRITERIA

Applicants must meet DOL YouthBuild participant eligibility requirements which are age, residency income and educational level. The applicant should possess a commitment to changing their life, an interest in both construction and academic components, and an interest in learning leadership.

During and immediately following the mental toughness process for entry into YouthBuild Chico applicants are rated in the following areas: motivation to improve educationally, interest in learning construction skills, completing hard physical work, showing up on time, getting along with peers, ability

to deal with personal issues and an interest in leadership. A scoring rubric is used to rate each applicant in the above areas of appropriateness for YouthBuild.

The desired outcomes of YouthBuild Chico are a HSD or GED, job readiness, self-sufficiency, leadership and lifelong learning. The purpose of participant selection for YouthBuild Chico in mental toughness is to determine if the young adults are ready for YouthBuild.

### **Enrollment/Co-Enrollment in WIA/WIOA**

Co-enrollment into WIA/WIOA is completed by the AFWD Career Counselor. When a candidate begins the YouthBuild Chico application process, they will meet with an AFWD Career Center Advisor. When all required documents are provided, and the participant is deemed eligible and appropriate for the WIA/WIOA program, AFWD staff will enroll the youth in the AFWD WIA/WIOA program. The youth will participate in pre-employment activities that are not duplicated by the YouthBuild Chico program and will be eligible for supportive services as outlined in AFWD policies.

When the selection process for enrollment in YBC is complete, the participants are then invited to join YouthBuild Chico and are entered into the DOL MIS. The enrollment process includes entering all of the personal data and completing the online IDP in the MIS. This process will take place within 14 days of the completion of mental toughness activities. At this point the youth is co-enrolled in both WIA/WIOA and YouthBuild Chico. All paper documents provided by the participant will be copied and placed in the participant's permanent file in a locked file cabinet in the YBC office. The management of the file is listed in the Appendix. If at any time a file is removed from the locked file cabinet in the YBC office it is not to be taken out of the office under any circumstance. Upon closure of the grant, all files will be transported to a holding area as designated by the Fiscal Officer for CUSD for a period of no less than three (3) years. The transport shall be directed by the Fiscal Officer and carried out at their discretion.

# **II. YOUTHBUILD CHICO PROGRAM COMPONENTS**

### **Educational Component**

YouthBuild Chico contains an education component that prepares participants 50% of their time in YouthBuild to attain a California High School Diploma and/or a General Education Diploma GED). The education provider for YouthBuild Chico is John Muir Charter School (JMCS), a WASC accredited publicly chartered California high school diploma granting school. California State Certified teachers are on site from 8:00 am to 4:00 pm Monday – Friday to provide education activities to the participants. A copy of the signed MOU between CUSD and John Muir Charter School is attached in the *Appendix*.

Testing preparation for the GED is administered by the John Muir Charter School staff and each part of the test, four parts, is paid for by JMCS. If there is an instance where JMCS cannot pay for a test, YouthBuild Chico will register and pay for that participant's test with DOL funds. All tests are offered by Butte College, Chico for a fee of \$140 for the full test or \$35 per section. A support service request form will be prepared and submitted per requirements if YBC will pay for the test.

See Program Schedule in the Appendix.

### **Vocational Skills Component**

A vocational skills (work experience) component must be included in each program. The vocational skills component must provide vocational skills training 40% of the participant's time in YouthBuild in an industry where there is a viable expectation of job opportunities. A participant successfully completing the vocational skills component will receive either a NCCER Construction Certification or a MC3 Certification. Both the NCCER and MC3 are DOLETA industry recognized certificates. A stipend may be provided to program participants only for vocational skills (work experience) activities. YouthBuild Chico's vocational skills (work experience) training is construction.

Construction work experience is designed for the construction of residential units for low income families. Any work project must include direct supervision by YouthBuild Chico site supervisors and be approved by the Construction Co-Coordinator and YouthBuild Administrator within the rules and requirements of DOL YouthBuild. Program participants may earn credits toward the completion of their high school diploma from their participation in the work experience component.

YouthBuild Chico will work with a construction partner in the building of homes for low-income families. YouthBuild Chico students are on-site Monday – Friday building homes approved by the Grant Officer in the approved grant document for low income families.

When new projects are needed for the work experience component, a new Work Site Agreement (ETA 9143) will be completed and submitted to the FPO for Grant Officer approval prior to commencement of work on the property by participants. If there are community projects available for YBC, the same procedure will be used to secure approval for YBC participants to participate in construction activities. If it is a community project, the YouthBuild Final Rule will apply.

### Leadership Development, Life Skills Training, and Peer Support Component

YouthBuild Chico will contain a leadership/community service component that prepares participants 10% of their time in YouthBuild in leadership development and community service. This component is a required component of the Chico Unified School District YouthBuild program and should be integrated into all training and educational activities, not only the 10% of time, through a strong emphasis on young adult-centered decision making, problem solving, and responsibility.

Participants learn leadership skills by electing and forming a YouthBuild Chico Youth Policy Committee. Assistance should be focused on developing positive attitudes, values, and behavior patterns which are vital to success in educational pursuits, on the job, and as a citizen. The program must encourage participants to develop strong peer group ties that support their mutual pursuit of skills and values.

Leadership development should include a community or service learning component that provides the 10 hours required each month. Service hours may occur in a group or individual setting and may be structured by program staff or self-guided by the participant. Community service options include, but are not limited to, highway clean-up, neighborhood trash sweeps, community events, lawn mowing and cleanup for the elderly for disabled, and student tutoring. Leadership development should also provide young adult with peer-centered activities that encourage responsibility and positive "soft skills" development.

In addition to community service and peer support activities, leadership development activities will include:

Field trips to post-secondary, union and/or apprenticeship institutions; Peer mentoring and tutoring, including on-the-job crew leader opportunities; Organizational and team work training, including team leadership training; Training in decision making and determining priorities; Conflict resolution and managing difficult emotions; Citizenship training, including voter registration (when age applicable); National and State Leadership conferences (when available); Life Skills training, including budgeting, finance and time management skills; and Positive social behavior training including positive attitudinal development; self-esteem building, cultural diversity training, as well as other "soft skills" training.

See Participant Community Service project sheet in the Appendix.

#### Work/Job Readiness Skills Component

The contracted Career Counselor from AFWD will provide program participants with job search skills, placement assistance, and other work readiness skills to ensure that participants will have an understanding of the building trades, unions, self-employment, and other employment opportunities and be able to compete in the employment market. At a minimum, participants must receive training in the following work/job readiness skills:

Resume writing, job interviews, accurate completion of job applications; Appropriate work behaviors, including attitude, language, and work attire; Punctuality and time management skills; Getting along with co-workers and conflict resolution; and Respectful and responsible behavior on the job Workshop sign-in sheets and descriptions of the workshops are available at AFWD on YBC.

### Case Management/Career Counseling at YouthBuild Chico

Case management is an essential service for participant success. Because high school dropouts and other high-risk categories of young adult are targeted, the Chico Unified School District YouthBuild program provides longer term and more intensive case management and support services to participants. Each of these services shall be provided when indicated by AFWD and CUSD YouthBuild Chico, when appropriate. CUSD has contracted with AFWD to provide a Career Counselor on site for .5 FTE during the program week. See contract with CUSD and AFWD in *Appendix*.

The Career Counselor oversees file and case management for young adults the YouthBuild Chico program, while designing, implementing, and overseeing a job readiness training curriculum. The Career Counselor is responsible for preparing YouthBuild Chico participants for the workforce, while following up to ensure their successful placement in their next steps. The Career Counselor is also responsible for maintaining case file documentation requirements for YouthBuild Chico.

The Career Counselor is responsible for providing on-going support, advocacy and guidance for participants to assist them in dealing with the personal, legal and social needs that are barriers to their success in developing a career/job path. With student cooperation, the Career Counselor will complete an Individual Development Plan for each student. The Career Counselor will meet with each YouthBuild Chico participant at a minimum once a month to discuss any changes in their IDP and/or career plans.

The Career Counselor will assess each participant's case management/life skills history and need for outside agency services, which would include but not be limited to: medical history, substance abuse history, criminal record (if applicable), school records, and family and personal history. The required responsibilities for the Career Counselor include but are not limited to:

- Complete all intake packets for new participants.
- Maintain detailed records on all case management/counseling contacts for each participant and ensure that all information, including follow up information in submitted for DOL MIS data entry.
- Develop, document and implement the Individual Development Plan for each participant and ensure the IDP information is submitted for data entry within one month of enrollment.

- Provide individual and group support for the participants, scheduling individual sessions with participants on a bi-weekly basis to review progress and goals.
  - Establish a relationship with participant's family as it pertains to their involvement YouthBuild, making home visits as necessary.
  - Advocate with human service, health, court and criminal justice systems to assist the participants in resolving their issues.
  - Plan, organize and implement life skills workshops as they pertain to employment and/or postsecondary education after program exit; participate in special projects as required.
  - Assist in the active recruitment of participants for the program.
  - Adhere to all CUSD and YouthBuild Chico policies.
  - Perform any other tasks deemed necessary by the Program Co-coordinator for the effective operation of the program.

# PARTICIPANT SUPPORT SERVICES POLICY FOR YOUTHBUILD CHICO

Supportive services will be provided through the Alliance for Workforce Development (AFWD) co-enrollment for participants who qualify for the WIA/WIOA program. For those participants AFWD is not able to provide supportive services for, YouthBuild Chico staff will evaluate the Support Services Request Form from the participant to provide services.

In order to receive YouthBuild Chico funds the participant must submit a Supportive Services Request Form which describes the goal, the barrier encountered, the action plan, and the amount requested. The completed form will be submitted to staff/Career Counselor who will review the request and bring to the weekly staff meeting for review. Staff will determine if there are partners who may be able to provide the requested service. If not, the Program Co-Coordinator will take the recommendation of the staff and either approve or deny the request. All requests will be reviewed for accuracy, need and allowable expenditure within grant and DOL guidelines.

The purpose of supportive services is to help YouthBuild Chico participants complete the YouthBuild program and overcome obstacles that hinder them from their successful future. Any participant who seeks supportive services must ask staff/Career Counselor for a Supportive Services form and will complete the form. Staff/Career Counselor will bring the request to a staff meeting for discussion.

At the staff meeting, the request will be discussed and if approved the request will be handed-off to the Career Counselor for processing of the completed supportive service document. The Career Counselor must request written approval from the YouthBuild Chico Co-Coordinator if the request requires a DOL expenditure and the service is not able to be provided by AFWD through co-enrollment of the participant. The Career Counselor will complete the Supportive Service Request Form and submit to the YouthBuild Chico Co-Coordinator for signature and then submit approved request to the CUSD YouthBuild Administrator for CUSD payment approval and processing. A copy of the payment either to the participant or to a vendor for the participant will be placed in the

participant file. Staff/Career Counselor will also attach a cover sheet that documents the other community resources contacted that were unable to assist. Staff/Career Counselor will make arrangements with the vendor for payment. The participant will acknowledge by signature that he/she either received the payment or the vendor was paid. Copy of supportive service documents remain in participant file.

Program participants may be eligible for multiple supportive services during program participation. Staff will work with participants to identify issues and needs for ongoing supportive services.

Participants who graduate, successfully exit and complete the YouthBuild Chico program are also eligible for upto-twelve months of follow-up supportive services. Those services include transportation, work clothing, postsecondary education needs, tools for employment, leadership activities requiring travel out of Chico.

The following supportive services are allowable under this policy.

### • Transportation

Participants must speak with staff/Career Counselor about transportation issues. If they live in a distant city and/or do not have transportation to attend the program, staff/Career Counselor must help either by providing the student with a bus card or van pick up. This will be determined on a case by case basis and resource availability. If the participant owns a vehicle that is registered in their name and insured in their name and they are requesting transportation repair services, the appropriate documents (i.e. registration and insurance papers) will be presented with the request for services.

### • Daycare

- a. YouthBuild Chico does not provide daycare, however, during academic hours; participants may bring their children during <u>emergency</u> situations. If the emergency is that the participant is not able to pay for child care, the participant and the Career Counselor will review Butte County resources for assistance. Emergency child care payment is allowable one time from YouthBuild Chico. This would be classified as a barrier to attending the program.
- b. Participants must request these services through staff/Career Counselor and follow the procedures listed in the policy.

### • Housing

- a. YouthBuild Chico does not provided housing for participants, however, if a participant is not able to pay the rent on their apartment/house, utilities will be shut off, etc. and the rental agreement and utility bill is in the participant's name, the emergency payment would be classified as a barrier to attending the program and is an allowable expense.
- b. Participants may request these services through staff/Career Counselor.
- c. If participant is in need of emergency housing, they will need to seek out resources through staff/Career Counselor.

### • Identification Card / Driver's License

Any participant who needs a California Identification Card may request a reduced fee CA DMV form from the Career Counselor if the participant is either on public assistance or co-enrolled in WIA/WIOA with AFWD. If a participant is in need of a Driver's License to obtain employment, staff/Career Counselor will present the facts to the staff at a staff meeting for payment of the DMV fee. Not possessing a Driver's License is a barrier to employment and is an allowable expense for YouthBuild

Chico funds. No YouthBuild funds will be used to pay any fines or tickets in order for CA DMV to issue/re-issue a license to a participant.

### • Vocational Skills Training and/or Work Clothing

- a. Vocational Skills Training clothing needed by a participant will be provided by YouthBuild Chico or AFWD (if co-enrolled and eligible) for participation in YouthBuild Chico training activities.
   Examples of allowable costs are shirts, sweatshirts, construction pants, hats, socks and boots.
- b. If a participant is need of interview clothing for a job and AFWD is not able to provide the clothing through co-enrollment in WIOA, YouthBuild Chico funds may be used to provide necessary job clothing, both for an interview and for work.

In those instances which service(s) may be needed but are not available through the YouthBuild Chico program, either AFWD and/or YouthBuild Chico should refer the participant to other programs and/or agencies in the community that provide the needed services (e.g. Vocational Rehabilitation, state or local educational institutions, substance abuse treatment centers, housing agencies, etc.)

Supportive Services Request Form -see section in Forms

### **Graduation Requirements**

A participant graduates from John Muir Charter School through the attainment of 210 educational credits as determined by the State of California Department of Education. All educational activities are provided through an MOU with John Muir Charter School and Chico Unified School District (grantee).

See MOU between the two parties in the Appendix.

### **Retention and Follow-up Services, Including Job Placement, Post-Secondary Enrollment**

Participants entering follow-up, must receive services with a strong emphasis on post-program job placement/or enrollment in post-secondary education, advanced vocational training or military.

All young adult participants must receive follow-up services from nine (9) up to twelve (12) months upon exiting the YouthBuild program. The types of services provided and the duration of services must be determined based on the needs of the individual participant, but should focus on assisted job search and placement in employment and/or application and enrollment into a post-secondary institution that offers further education or training in the participant's desired field or occupation.

On-going data collection and tracking of each participant's performance outcomes is required and must be reported on a quarterly basis. Tracking of former or past participants regarding performance outcomes of employment and/or post-secondary should continue until placement occurs and the required follow-up period is completed.

A systematic approach to follow-up is required, including assigning follow-up activities to specific staff and developing a systematic periodic check-in with the participant. A systematic approach also entails using follow-up data and information to assess program effectiveness and improve program quality.

Follow-up services may include case management, approved supportive services, work related activities, leadership development activities, support and alumni groups and other types of on-going support and assistance with post-secondary education during the follow-up period.

### Sample follow-up strategies also include but are not limited to:

• Regular contact with participant and the employer, including tracking participant's work progress and addressing work-related problems that arise.

- Formation of job clubs, alumni and peer support groups to offer support and assistance;
- Additional job skills, work readiness, and career development to secure better paying jobs;
- Case management to provide post-graduates with adult guidance and support and track post-secondary progress, including short-term and long term education and career goals;
- Providing support services such as emergency child care, legal assistance and advocacy, transportation and/or car repair services, leadership activities including travel and lodging in conjunction with YouthBuild USA, post-secondary education registration and/or post-secondary or vocational training books and supplies and employment related expenses.

# EXIT FROM THE YOUTHBUILD CHICO PROGRAM

Action: Establish guidelines for successful and unsuccessful exits from the program.

**Issue Date:** November 2013

### There are two forms of Exits:

**Successful Exits:** A candidate for a successful exit will have finished all facets of his/her Individual Development Plan, completed a minimum of six months, per DOL regulations, and is ready to complete the program. Each YouthBuild Chico program cohort lasts seven and one-half (7 <sup>1</sup>/<sub>2</sub>) months.

- 1. All facets of his/her Individual Development Plant (IDP)
- 2. High School Diploma or GED
- 3. Increased Literacy/Numeracy by one Educational Function Level (EFL)
- 4. Industry Recognized Certificates (NCCER and/or MC3).

The next step after successful exit is placement in the first quarter after exit into employment and/or enrollment in Post-Secondary Education or Advanced Vocational Training or US Military enlistment. A placement will enter the successful exiter into the retention pool. Retention is measured for up to 12 consecutive months following exit.

### **Unsuccessful Exits:**

The participant chooses to exit the program before successful completion, is incarcerated and not able to participate in the program in person, or is asked to leave. Participants, who leave as unsuccessful exits, will be included in the long-term measures of performance.

### **Exceptions to Unsuccessful Exits:**

Exceptions to the unsuccessful exits are as follows:

Death

Health/Medical

Family care

Reservist called to active duty

### Transferred or relocated

If any of the exceptions occur, document and exit participant. They are excluded from the long term measures.

### **Completer**

A YouthBuild participant who has graduated with a high school diploma or GED, completed all construction certifications, completed all leadership requirements, all facets of their IDP, has been placed in employment or post-secondary education and has retained a placement for up to 12 months after successful exit

# **III. CUSD YOUTHBUILD PERSONNEL ROLES AND JOB DUTIES**

### Chico Unified School District YouthBuild Chico Personnel Policy

YouthBuild Chico will follow all CUSD Personnel Policies and Procedures as listed in the CUSD Policies and Procedures Manuals.

**DIRECTOR of SECONDARY EDUCATION:** The **Director of Secondary Education** programs at CUSD will oversee the Youthbuild Chico program and will report to the Superintendent of Schools, CUSD. The Director will approve all purchases and review the budget on a regular basis. The Director will have the final approval in all participant and personnel issues.

**PROGRAM COORDINATOR:** The **Program Coordinator** serves as coordinator and advisor for the program, counseling and leadership development components of the YouthBuild program. She/he manages daily program operations and co-leads the mental toughness portion of the program. She/he is responsible, along with the Case Manager for the accurate preparation and delivery of participant stipends and attendance records. She/he is responsible for conducting all staff meetings, signing all participant requests and purchase orders to be delivered to the Accountant.

<u>CONSTRUCTION INSTRUCTOR</u>: The Construction Instructor is under the direct supervision of Program Coordinator. and is responsible for providing the delivery of construction training to YouthBuild participants. The YouthBuild Construction Instructor will deliver direct services to participants (individually, in small groups and in large groups) that will lead to the attainment of basic construction skills, industry recognized construction certifications and job readiness.

**<u>CASE MANAGER</u>**: The **Case Manager** oversees the YouthBuild participants within job training programs. The case manager is responsible for preparing participants for the workforce, while following up to ensure their successful placement in employment, post-secondary education, advanced vocational training or the military. The case manager is also responsible to ensure documentation requirements for the program are followed and reported. The Case Manager is a FTE position.

# **IV. YOUTHBUILD CHICO PROGRAM POLICIES AND PROCEDURES**

### **General Attendance Policy**

Success in YouthBuild starts with attendance, which is taken very seriously. Attendance is one of the most important expectations, the foundation of the learning experience, and the best opportunity to practice good work habits.

The YouthBuild day begins with the *Team Meeting*, which starts at promptly at 8:15 a.m. If participants are beginning to miss too many days and/or are developing an unacceptable pattern of absence (e.g., taking one day or more off a week, etc.) a YBC staff member will meet with them to develop a corrective action plan to address the situation. As in employment, unaddressed continued attendance issues could lead to removal from the program. The program daily dismissal is 4:15 pm at YBC. Lunch break is from 12:15 pm to 12:45 pm.

Participants will be eligible to receive a stipend (similar to an allowance) for the time they are actually in attendance at YouthBuild and either in the construction lab or on the construction site. The amount of the stipend is <u>directly related to attendance and participation in the program</u>. Participants with 85% average attendance per time period will be eligible to receive a bonus. In order to be eligible to receive a stipend, participants need to be in attendance for 85% of the time period in construction training or in the construction lab.

### **Tardiness and Punctuality**

Punctuality is another important work readiness skill. Participants are expected to sign in daily at the <u>exact</u> time when they arrive.

Recognizing that even with the best planning, unexpected circumstances may arise. Good communication and problem solving skills are essential. If the participant is experiencing circumstances that are preventing him/her from being at YBC on time, the YBC Program Co-Coordinator will meet with them to help problem solve the issue(s).

Participants sign in when they arrive at the program. If the participant is more than a  $\frac{1}{2}$  hour late for an unexcused reason, they will lose  $\frac{1}{2}$  of the stipend for that day. The loss will be noted on the timesheet, deducted from the stipend request and signed by two staff members.

Excessive or unexcused tardiness will result in a *Notice of Corrective Action* (discussed later) and the participant will be required to develop and adhere to an action plan for immediate improvement.

### **Call-in Procedure**

Good attendance and punctuality are key components to the efficient running of any organization or business. When it is necessary to be absent from YBC, or running late, the participant needs to be considerate of YBC staff and fellow participants by calling in and giving adequate notice.

Participants must adhere to the following standards when calling in late:

Give prior notice by calling the YBC office at least 15 minutes before the scheduled starting time. The attendance number is 530-809-2465. If a YBC staff member does not answer, leave a voicemail message which includes participant full name; a phone number where participant can be reached and the reason for absence or tardiness.

Calling after 8:00 am will be considered "no call – no show- no pay". Whether an absence or tardy is to be considered "excused" or "unexcused" is at the discretion of the YouthBuild staff.

<u>Participants</u> are expected to call personally. Unless it is an emergency situation, phone calls from family members or friends are unacceptable.

Participants must call in according to these guidelines for each additional day they will be absent.

### **Absence Policy**

- Notify staff of date, time, and purpose of the expected absence.
- Participant must write the appointment on the community calendar. This is the participants' responsibility.
- Participants are expected to call the day of the absence, no later than 8:00 am. If they miss the deadline, they are expected to call and check-in anyway. (Cell phone numbers for YouthBuild Chico staff persons are listed in the John Muir classroom.)
- For unexpected absences, such as illness or emergencies, participants are still expected to call the day of the absence, no later than 8:00 a.m.

Any absence that has not been communicated to YouthBuild Chico program staff by 8:00 a.m. on the day of the participant absence will be considered an unexcused absence, even if they have written documentation. Voicemail messages are checked every morning. If the participant cannot reach a staff member, they are to leave a voicemail message on the YouthBuild phone line. Because the YouthBuild Chico program seeks to foster a professional environment, unexcused absences are taken as a serious breach of ethical and professional conduct.

### **Unexcused Absences**

The YouthBuild Chico program policy concerning unexcused absences follows:

- The first unexcused absence will result in a written warning.
- The second unexcused absence will result in a one- day suspension and loss of one day stipend, as well as an action plan for change developed by participant and staff.
- The third unexcused absence will result in a second one-day suspension and loss of one day stipend, an attendance contract, and a warning of impending dismissal.
- The fourth unexcused absence will result in a conference to make a decision regarding the participant's fitness for the YouthBuild Chico program. A decision will be made for dismissal or conditional return by the entire staff.
  - Only four unexcused absences are permitted for the entire program cycle.

### **Excused Absences**

If participants anticipate any absence, they must speak with a designated YouthBuild Chico staff about the absence as early as possible. Advanced notice is almost always possible, and is the responsibility of the participant. Missing work is a serious imposition to workmates and interferes with the program's standard of excellence. Failure to communicate about missing work is a violation.

Absences under the following circumstances may be excused: serious illness, family emergency, or personal appointments such as doctor visits or court appearances. Excused absences require a conversation at least the day before appointments or events, and no later than 8:00 a.m. for an illness or emergency. Participants must write their scheduled appointments on the community calendar and have a documented excuse in order for

absences to be considered excused. Proper documentation must account for the entire time they were absent. Leaving early without notifying a YouthBuild staff person is considered a violation and will result in the consequences identified in that part of the contract.

Excessive or patterned absences of any kind, even if they are excused, interfere with job performance and work completion, and may result in an inability to successfully complete the standards of the YouthBuild Chico program. Therefore, excessive or patterned absences, even if excused, may result in warnings, suspensions, and dismissal. More than four excused absences, full or partial, will result in a discussion regarding participant's fitness for YouthBuild Chico.

Excused absences that fall on a day a participant is scheduled for work experience will result in loss of stipend for each hour or each full day absent. Excused absences that fall on a day that participant is scheduled for education will result in missing lessons or activities that may affect skill development and performance. Absences will affect ratings on performance evaluations.

The policy regarding late to program extends over the entire program, and includes lateness arriving to a site, returning from break, returning from lunch, and meeting the group at designated times while on field trips or group activities.

Please note: Any participant arriving more than one hour late for the YouthBuild Chico Program without speaking with a staff person in advance will receive an "unexcused" absence for the day (refer to attendance portion of contract).

Excessive lateness interferes with the expectation of professionalism and with our program goals, such as our ability to build houses. It also interferes with the participant ability to meet individual goals. Lateness will be monitored throughout the year. Excessive lateness or leaving early for any reason may result in dismissal.

Participants do not receive stipends for time absent or suspended. If a participant arrives late at the jobsite, they must notify the construction instructor and be fully prepared to work (i.e., have appropriate clothing, tools, etc.). Not showing up and not calling is an unacceptable behavior and may result in loss of stipend for the day.

To the extent possible, valid appointments with doctors, caseworkers, court, etc., must be communicated in writing to the Program Co-coordinator in advance (at the time of scheduling) and scheduled around a YBC day whenever possible. This may include trying to schedule multiple appointments on the same day, around a lunch break, or at the beginning or end of program day, so participant misses as little work as possible. Taking an entire day off for a one or two-hour appointment is not acceptable.

Missing YBC for appointments may not count against a stipend payment provided the participant has followed proper notifications procedures, minimized the amount of time they are gone for the appointment, and provide official documentation of the appointment from the provider or organization. **Time Off Request Forms** are available in the office and are the official way to inform YBC staff of commitments.

Absences or tardies may result in reduction of stipend and verbal or written warnings. Continued and excessive absences or tardies could result in suspension or dismissal.

Completed **Time Off Request Forms** must be given to the instructor/staff before the time off is needed. Scheduling appointments are discouraged during YouthBuild program hours and should be scheduled after 4:00 p.m. If a scheduled appointment during program hours, it must be pre-approved. Complete a **Time Off Request Form** and have a staff person sign it and then give it to the YBC Program Co-Coordinator. Participant will need to:

- Check out when they leave (time clock);
- Have a staff member sign the bottom of the form when participant leaves for appointment
- Sign back in when they return.

Participant stipend payments are directly linked through work and performance evaluations; to the amount of time the participant is participating in the YouthBuild Chico program.

### **Suspensions**

Participants will be suspended only on work experience days whenever possible. For each day suspended, the participant will lose one full day of stipend.

### **Buybacks**

Participants are able to buy back absences through a process of planning and implementing research and community service projects. Participants must take the initiative to introduce this option to YBC staff, and follow through in a timely and professional manner on the following steps:

- Choose a service project;
- Make appropriate contacts with host organization;
- Set up description of, time and date for activity;
- Choose related research project;
- Schedule time in computer lab to complete research (two hours);
- Complete service at location (1-hour transportation (if applicable, four hours service);
- One complete service and research project will buy back one unexcused absence or two tardies.

### Time Off

**On hold.** Participants that are experiencing extreme life stress or personal circumstances may work with YBC staff to go "on-hold" for a pre-determined period of time in order to address the personal circumstances and repair their ability to attend work on a daily basis. YouthBuild Chico's "on-hold" policy is for extreme circumstances. Time on-hold does not include pay, and will also result in loss of important training time. Any participant who is incarcerated is not included in the On Hold policy. If the participant is incarcerated for more than 90 days, the DOL MIS will automatically exit that person. It will be up to the former participant to reapply if they so desire to return to YBC.

Preplanned vacation. This is a seven and a half months (7 1/2 months) intensive program and vacation is not part

of the program policy. Approved "leave" may be necessary for extensive and compelling personal circumstances; however, pay will not be included.

**Holidays.** The YouthBuild Chico program will be closed on all Federal holidays; and other holidays to be announced. These days will <u>not</u> be stipend days. See schedule of holidays.

## **Corrective Actions**

The YouthBuild staff is dedicated to helping achieve the participant's goals. The YouthBuild staff will make every effort to give feedback if the participant is not meeting our expectations, if they are breaking program rules, or if they are doing something that is preventing the participant from succeeding. The corrective action process is similar to the system used in many workplaces, and will be used to give feedback about what they are doing that isn't working, support to help them succeed and/or consequences for their actions.

The Program Co-Coordinator will review all corrective actions with the participant and recommend staff any corrective actions that will be taken. Examples of behaviors that can prevent a participant from succeeding and will lead to corrective action:

## **DISCREDITING THE YOUTHBUILD PROGRAM**

Any public act that seriously damages the reputation of YouthBuild and is any seriously disrespectful public behavior committed during a YouthBuild event, at a community service activity, during program time, or in YouthBuild uniform during non-program time will lead to corrective action.

Public Intoxication	DUI arrest and conviction
Arrest and conviction of a crime and conviction	Destruction of property off of program hours
Fighting off of program hours while in uniform	Endangering personal safety or the safety of others
Use of or under the influence of drugs or alcohol during program hours	Sexual harassment
Damaging or destroying property	Excessive or unexcused absences and/or tardies
"No Shows" (absences without calling in by 8:00 am);	Consistent use of inappropriate actions and/or language
Consistently disruptive behavior	Non-compliance with special contract
Consistently not following job readiness expectations	

Any staff member can use this step to give feedback to participants on behavior and to help redirect behavior in a positive way. If behavior has not improved after check-ins from a staff member, participant will be asked to do a "conference" with JMCS and/or Program Co-Coordinator. The following steps will be used:

**1. Verbal Warning** -A verbal warning is used to call something to your attention and to give you the opportunity to improve your behavior. You may also receive specific consequences. After the verbal warning and

activity or attitude continues the next step in constructive behavior modification is the imposing of the Rusty Nail Discipline.

### 2. Rusty Nail Discipline:

- 1<sup>st</sup> Nail You are on Notice
- 2<sup>nd</sup> Nail You're a BRRP Negative Evaluation (Boot Rehabilitation/Responsibility Program - Loss of Privileges/Pay
- 3<sup>rd</sup> Nail Loss of Pay Up to One Pay Period
- 4<sup>th</sup> Nail Report to an YBC Staff Meeting for a Discipline Hearing which may result in <u>possible</u> loss of a stipend or possible suspension

The results of the conferences and written warnings will be noted on the YouthBuild Chico Suspension Form and Contract and placed in the participant file.

### See section Forms for YouthBuild Chico Suspension Form and Contract

# PARTICIPANT TIMESHEET AND STIPENDS

An electronic time clock is used by participants signing in and out daily. At the end of the shift on Fridays, the time cards will be signed by staff and participant for accuracy. At the end of two weeks' time will be transferred from the time card to the timesheet for program staff check processing.

The Program Co-Coordinator and Construction Co-Coordinator will then check on absences, tardies, corrective actions, etc. and will go through the time card and time sheet with the participant. The amount of stipend received is directly related to daily attendance for construction lab and/or construction site participation. The daily rate breaks down to \$13.50.

The participant will be eligible for a stipend to be issued every two weeks. A full stipend payment is \$67.50 per week.

The Program Co-Coordinator and Construction Co-Coordinator will review the time cards every pay period and transfer the participant's earned hours to a time sheet. The time sheets will be initialed by both staff members, totaled for accuracy and delivered to the accounts payable department for payment.

When stipend checks are ready for pickup from the accounts payable department one of the above staff members or the Program Administrator will pick up the checks, sign for them and deliver them to the program site. All checks will be signed for by the participant and signature sheet dated and staff initialed.

**Please note** – stipend checks are not wages and do NOT count towards credit for unemployment purposes. Participants are advised to follow all laws around the filing of income tax forms.

Stipend checks will be distributed by the YB coordinator every two weeks. Stipend checks will not be given to anyone else unless prior written authorization is received in advance from participant.

No stipend payments will be received for time off due to a holiday. Payment dates listed in the Appendix.

# CHICO UNIFIED SCHOOL DISTRICT YOUTHBUILD STIPEND, BONUS AND INCENTIVE POLICY

Action: Establish guidelines for the recording of the matching funds for YouthBuild.

Issue Date: November 2013, Revised November 2014

**Purpose:** To ensure that all CHICO UNIFIED SCHOOL DISTRICT YouthBuild stipends and bonuses are equally and fairly distributed.

### Background (References)

Sec. 173A (c)(2) of WIA (29 USC 2918a(c)(2)), Section 2 of the YouthBuild Transfer Act and Chico Unified School District YouthBuild Statement of Work

### **Stipends, Incentive and Bonus Payments**

Monthly participants in Chico Unified School District's YouthBuild program may receive a stipend, incentive and/or bonus payment(s) based on attendance and/or performance in accordance with a locally developed formula or procedure. Bonuses and incentives will all be paid by check from CUSD. No cash awards will be made. Staff must document use of the formula or procedure when incentive and bonus payments are paid.

YouthBuild Chico participants may receive stipends for their on-site training and service, and stipends to cover any out of town travel during their program time or as a graduate.

A system of bonuses, raises, awards, and other recognitions for good performance is systematically and consistently implemented. Effective incentives include making bonuses available every pay period for perfect attendance and for good performance in program and on job site.

YouthBuild participants are fully informed of all financial circumstances dictated by program policies affecting their pay and they are warned in advance if there will be a delay for any reason. All policies regarding the docking of pay are vetted with the Youth Policy Committee and followed with fairness and consistency for all participants.

YouthBuild Chico has initiated incentives and bonuses for participants for construction knowledge gained and demonstrated, the attainment of a HSD or a GED, and leadership activities in the program in addition to the stipends. *Please see YouthBuild Chico Participant Timesheets and Stipend/Bonus sheets in the Appendix.* 

### **Stipends and Bonuses**

The amount of a stipend received is directly related to daily participation in the program. The stipend schedule is shown below and is based upon the 5 day a week program. Stipend checks are delivered every two weeks. Since it takes time to get stipend checks processed, participants will receive the first stipend payment two weeks in arrears.

The stipend payment will be earned at \$13.50 per day, for a *possible* total weekly stipend of \$67.50, *if* all requirements and attendance are met. If a participant is absent they are not eligible for a stipend for those days they are not present and participating at YouthBuild Chico.

Please note –stipend checks are not wages and do NOT count towards credit for unemployment purposes, but participants are encouraged to follow all regulations regarding the filing of taxes.

### **Bonus for Attendance**

As an incentive for excellence in attendance, YouthBuild Chico awards bonuses for those achieving excellent attendance in a stipend period. This award is exactly as stated. Only those who have 85% attendance and above

during the pay period, have good punctuality (no tardies) and are fully participating in the program are eligible for this award. This award is \$30 and will be awarded monthly.

Upon completion of each NCCER Module (up to 3 total - \$15 each) Upon completion of the MC3 Construction Certification \$30

Please see the Appendix for the following awards and positions offered: Safety Officer \$20 – paid monthly Tool Monitor \$15 – paid monthly Physical Fitness Award(s) - \$25 for each record broken Upon completion of each HSD or GED Test - \$100 Leadership Awards-Please see the Appendix Community Service (50 Hours above what is required for YBC) \$50.00 Up to two awarded per person (not to exceed 100 Hours)

Being selected as the Most Outstanding Team Member (a monthly award voted on by peers) \$25. Being selected Scholar of the Month \$25

### **Other Bonuses**

Participants and or graduates/completers who earn 9 units of college credit with a 2.75 or higher GPA are awarded a \$50 bonus (concurrent enrollment in college). The college student (graduate/completer) will deliver a copy of the grades received from that semester to the program staff will staff will complete a check request for the \$50 and submit to YouthBuild Administrator for payment from CUSD Accounts Payable. A bonus of \$30 will be awarded for 85% monthly attendance (no unexcused tardies). This bonus will be documented through attendance records for each month. Staff will complete a check request for the \$30 and submit to YouthBuild Administrator for payment from Accounts Payable.

Other Bonuses that YBC has coincides with incentive bonuses that are paid by AFWD. YBC matches bonuses for adult students that complete requirements of AFWD but are not able to receive from AFWD due to age. The age for AFWD is 16-22. Students that were not already enrolled in AFWD before 22nd birthday are not allowed to be enrolled in AFWD. Examples of AFWD bonuses are as follows: \$35.00 bonus for completing job training workshop, \$100.00 bonus for attaining HSD/GED.

All Bonuses and Awards will be documented in the participant's permanent file located in the office.

### YouthBuild Chico Participant Timesheets and Stipends

Staff will meet with the participant after it is documented that they earned a stipend and will complete the YouthBuild Chico stipend form. Two staff members and the participant will sign the form and the form will then be processed for payment. Stipend checks will be distributed by a YouthBuild Chico staff member every two weeks. Stipend checks will not be given to anyone else but the participant unless there has been written permission to do so by the participant and delivered to the Program Co-coordinator.

No stipend payments will be received for time off due to a holiday or on a day assigned for community service. A participant does not receive a stipend for just showing up. This is a job. Participants clock in to work and stay for the day, participate fully in all activities and clock out when it is time to leave the program.

# YOUTHBUILD CHICO DRUG-FREE WORKPLACE POLICY

YouthBuild Chico intends to help provide a safe and drug-free work environment for our participants. With this goal in mind and because of the serious drug abuse problem in today's workplace, we are establishing the following policy for existing and future participants of YouthBuild Chico.

YouthBuild Chico explicitly prohibits: The use, possession, solicitation for, or sale of narcotics or other illegal drugs, alcohol, or prescription medication without a prescription on YouthBuild or customer premises or while performing an assignment.

Being impaired or under the influence of legal or illegal drugs or alcohol away from the YouthBuild or customer premises, if such impairment or influence adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk the YouthBuild's reputation.

Possession, use, solicitation for, or sale of legal or illegal drugs or alcohol away from YouthBuild or customer premises, if such activity or involvement adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk YouthBuild's reputation.

The presence of any detectable amount of prohibited substances in the employee's system while at work, while on the premises of YBC or its customers, or while on YBC business. "Prohibited substances" include illegal drugs, alcohol, or prescription drugs not taken in accordance with a prescription given to the employee.

YouthBuild Chico will conduct drug and/or alcohol testing under any of the following circumstances: **RANDOM TESTING:** Participants may be selected at random for drug and/or alcohol testing at any interval determined by YouthBuild Chico.

**FOR-CAUSE TESTING:** YouthBuild Chico may ask the participant to submit to a drug and/or alcohol test at any time it feels that the participant may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances: evidence of drugs or alcohol on or about the participant's person or in the participant's vicinity, unusual conduct on the participant's part that suggests impairment or influence of drugs or alcohol, negative performance patterns, or excessive and unexplained absenteeism or tardiness.

**POST-ACCIDENT TESTING:** Any participant involved in an on-the-job accident or injury under circumstances that suggest possible use or influence of drugs or alcohol in the accident or injury event may be asked to submit to a drug and/or alcohol test. "Involved in an on-the-job accident or injury" means not only the one who was or could have been injured, but also any participant who potentially contributed to the accident or injury event in any way.

If a participant is tested for drugs or alcohol outside of the YouthBuild context and the results indicate a violation of this policy, or if a participant refuses a request to submit to testing under this policy, the participant may be subject to appropriate disciplinary action, up to and possibly including discharge from YouthBuild Chico. In such a case, the participant will be given an opportunity to explain the circumstances prior to any final participation in YouthBuild Chico action becoming effective.

## DRUG AND/OR ALCOHOL TESTING CONSENT FORM YouthBuild Chico Participant AGREEMENT AND CONSENT TO DRUG AND/OR ALCOHOL TESTING

I hereby agree, upon a request made under the drug/alcohol testing policy of Chico Unified School District YouthBuild Chico to submit to a drug or alcohol test and to furnish a sample of my urine, breath and/or blood for analysis. I understand and agree that if I at any time refuse to submit to a drug or alcohol test under YouthBuild policy, or if I otherwise fail to cooperate with the testing procedures, I will be subject to immediate termination. I further authorize and give full permission to have the YouthBuild Chico drug/alcohol testing physician send the specimen or specimens so collected to a laboratory for a screening test for the presence of any prohibited substances under the policy, and for the laboratory or other testing facility to release any and all documentation relating to such test to YouthBuild Chico and/or to any governmental entity involved in a legal proceeding or investigation connected with the test. Finally, I authorize YouthBuild Chico to disclose any documentation relating to such test to any governmental entity involved in a legal proceeding or investigation connected with the test.

I understand that only duly-authorized YouthBuild Chico officers, employees, and agents will have access to information furnished or obtained in connection with the test; that they will maintain and protect the confidentiality of such information to the greatest extent possible; and that they will share such information only to the extent necessary to make employment decisions and to respond to inquiries or notices from government entities.

I will hold harmless YouthBuild Chico, its drug/alcohol testing physician, and any testing laboratory the YouthBuild Chico might use, meaning that I will not sue or hold responsible such parties for any alleged harm to me that might result from such testing, including loss of employment or any other kind of adverse job action that might arise as a result of the drug or alcohol test, even if a YouthBuild Chico or laboratory representative makes an error in the administration or analysis of the test or the reporting of the results. I will further hold harmless YouthBuild Chico, its drug/alcohol testing physician, and any testing laboratory YouthBuild Chico might use for any alleged harm to me that might result from the release or use of information or documentation relating to the drug or alcohol test, as long as the release or use of the information is within the scope of this policy and the procedures as explained in the paragraph above.

This policy and authorization have been explained to me in a language I understand, and I have been told that if I have any questions about the test or the policy, they will be answered.

I UNDERSTAND THAT YOUTHBUILD CHICO WILL REQUIRE A DRUG SCREEN AND/OR ALCOHOL TEST UNDER THIS POLICY WHENEVER I AM INVOLVED IN AN ON-THE-JOB ACCIDENT OR INJURY UNDER CIRCUMSTANCES THAT SUGGEST POSSIBLE INVOLVEMENT OR INFLUENCE OF DRUGS OR ALCOHOL IN THE ACCIDENT OR INJURY EVENT, AND I AGREE TO SUBMIT TO ANY SUCH TEST.

[Important note for all: Remember, "Involved in an on-the-job accident or injury" means not only the one who was injured, but also anyone who arguably or potentially contributed to the accident or injury event in any way, i.e., the person suspected of causing someone else to get hurt gets tested as well. Testing only accident or injury victims can, in the eyes of some, appear to be a way of discouraging workers from filing workers' compensation claims, and that in turn can have a very unfavorable effect on workers' compensation retaliatory discharge lawsuits.

Signature of Student

Date

Guardian/Parent Signature

Student's Name - Printed

Date

YouthBuild Staff /Date

# CHICO UNIFIED SCHOOL DISTRICT YOUTHBUILD COST SHARING AND/OR MATCH POLICY

Action: Establish guidelines for the recording of the matching funds for YouthBuild.

**Issue Date:** November 2013

#### Purpose

To ensure that all CHICO UNIFIED SCHOOL DISTRICT YouthBuild match is correctly captured and reported

### **Background**

Title 29 CFR Part 97.24 (a-g) requires that procedures be developed to ensure proper retention of all records pertinent to all grants and agreements under WIA.

<u>References</u> Title 29 CFR Part 97.24 (a-g) pfs\_sga\_dfy\_py\_12\_02.pdf (SGA for YouthBuild Class of 2013)

## **Procedure**

1) After the close of each quarter, YouthBuild staff will send to partners providing match, a document that will document all match, leverage and in-kind donations for the YouthBuild program

2) All completed forms will be forwarded to the Fiscal Department at CUSD for tracking for the 25% total match and for inclusion on all ETA9130 quarterly financial reports.

3) CUSD will provide new cash or in-kind resources equivalent to exactly 25% of the grant award amount as "matching" funds while additional cost sharing above 25% may be committed towards the grant as "leveraged" funds.

4) If any construction materials are acquired without grant funds they will be used for approved projects as part of the training for YouthBuild participants and will, if necessary, be used in fulfilling the 25% match requirement.

5) Any cash or in-kind resources committed beyond the 25% percent of the grant award amount required as matching funds must be counted and documented as leveraged funds. Any leveraged funds acquired by CUSD YouthBuild will be tracked and listed on the ETA 9130 on a quarterly basis.

6) All resources considered for match or leveraged resources will be allocable and allowable to claim on the ETA 9130.

## 29 CFR 97.24 Matching or cost sharing.

(a) *Basic rule: Costs and contributions acceptable.* With the qualifications and exceptions listed in paragraph (b) of this section, a matching or cost sharing requirement may be satisfied by either or both of the following:

(1) Allowable costs incurred by the grantee, subgrantee or a cost-type contractor under the assistance agreement. This includes allowable costs borne by non-Federal grants or by others cash donations from non-Federal third parties.

(2) The value of third party in-kind contributions applicable to the period to which the cost sharing or matching requirements applies.

#### (b) Qualifications and exceptions—

(1) *Costs borne by other Federal grant agreements.* Except as provided by Federal statute, a cost sharing or matching requirement may not be met by costs borne by another Federal grant. This prohibition does not apply to income earned by a grantee or subgrantee from a contract awarded under another Federal grant.

(2) *General revenue sharing*. For the purpose of this section, general revenue sharing funds distributed under <u>31 U.S.C. 6702</u> are not considered Federal grant funds.

(3) *Cost or contributions counted towards other Federal costs-sharing requirements.* Neither costs nor the values of third party in-kind contributions may count towards satisfying a cost sharing or matching requirement of a grant agreement if they have been or will be counted towards satisfying a cost sharing or matching requirement of another Federal grant agreement, a Federal procurement contract, or any other award of Federal funds.

(4) *Costs financed by program income*. Costs financed by program income, as defined in § <u>97.25</u>, shall not count towards satisfying a cost sharing or matching requirement unless they are expressly permitted in the terms of the assistance agreement. (This use of general program income is described in § <u>97.25(g)</u>.)

(5) *Services or property financed by income earned by contractors*. Contractors under a grant may earn income from the activities carried out under the contract in addition to the amounts earned from the party awarding the contract. No costs of services or property supported by this income may count toward satisfying a cost sharing or matching requirement unless other provisions of the grant agreement expressly permit this kind of income to be used to meet the requirement.

(6) *Records.* Costs and third party in-kind contributions counting towards satisfying a cost sharing or matching requirement must be verifiable from the records of grantees and subgrantee or cost-type contractors. These records must show how the value placed on third party in-kind contributions was derived. To the extent feasible, volunteer services will be supported by the same methods that the organization uses to support the allocability of regular personnel costs.

#### (7) Special standards for third party in-kind contributions.

(i) Third party in-kind contributions count towards satisfying a cost sharing or matching requirement only where, if the party receiving the contributions were to pay for them, the payments would be allowable costs.

(ii) Some third party in-kind contributions are goods and services that, if the grantee, subgrantee, or contractor receiving the contribution had to pay for them, the payments would have been an indirect costs. Costs sharing or matching credit for such contributions shall be given only if the grantee, subgrantee, or contractor has established, along with its regular indirect cost rate, a special rate for allocating to individual projects or programs the value of the contributions.

(iii) A third party in-kind contribution to a fixed-price contract may count towards satisfying a cost sharing or matching requirement only if it results in:

(A) An increase in the services or property provided under the contract (without additional cost to the grantee or subgrantee) or

(B) A cost savings to the grantee or subgrantee.

(iv) The values placed on third party in-kind contributions for cost sharing or matching purposes will conform to the rules in the succeeding sections of this part. If a third party in-kind contribution is a type not treated in those sections, the value placed upon it shall be fair and reasonable.

#### (c) Valuation of donated services—

(1) *Volunteer services.* Unpaid services provided to a grantee or subgrantee by individuals will be valued at rates consistent with those ordinarily paid for similar work in the grantee's or subgrantee's organization. If the grantee or subgrantee does not have employees performing similar work, the rates will be consistent with those ordinarily paid by other employers for similar work in the same labor market. In either case, a reasonable amount for fringe benefits may be included in the valuation.

(2) *Employees of other organizations.* When an employer other than a grantee, subgrantee, or cost-type contractor furnishes free of charge the services of an employee in the employee's normal line of work, the services will be valued at the employee's regular rate of pay exclusive of the employee's fringe benefits and overhead costs. If the services are in a different line of work, paragraph (c)(1) of this section applies.

#### (d) Valuation of third party donated supplies and loaned equipment or space.

(1) If a third party donates supplies, the contribution will be valued at the market value of the supplies at the time of donation.

(2) If a third party donates the use of equipment or space in a building but retains title, the contribution will be valued at the fair rental rate of the equipment or space.

(e) *Valuation of third party donated equipment, buildings, and land.* If a third party donates equipment, buildings, or land, and title passes to a grantee or subgrantee, the treatment of the donated property will depend upon the purpose of the grant or subgrant, as follows:

(1) Awards for capital expenditures. If the purpose of the grant or sub-grant is to assist the grantee or subgrantee in the acquisition of property, the market value of that property at the time of donation may be counted as cost sharing or matching,

(2) *Other awards*. If assisting in the acquisition of property is not the purpose of the grant or subgrant, paragraphs (e)(2) (i) and (ii) of this section apply:

(i) If approval is obtained from the awarding agency, the market value at the time of donation of the donated equipment or buildings and the fair rental rate of the donated land may be counted as cost sharing or matching. In the case of a subgrant, the terms of the grant agreement may require that the approval be obtained from the Federal agency as well as the grantee. In all cases, the approval may be given only if a purchase of the equipment or rental of the land would be approved as an allowable direct cost. If any part of the donated property was acquired with Federal funds, only the non-federal share of the property may be counted as cost-sharing or matching.

(ii) If approval is not obtained under paragraph (e)(2)(i) of this section, no amount may be counted for donated land, and only depreciation or use allowances may be counted for donated equipment and buildings. The depreciation or use allowances for this property are not treated as third party in-kind contributions. Instead, they are treated as costs incurred by the grantee or subgrantee. They are computed and allocated (usually as indirect costs) in accordance with the cost principles specified in § <u>97.22</u>, in the same way as depreciation or use allowances for donated equipment and buildings. The amount of depreciation or use allowances for donated equipment and buildings.

(f) *Valuation of grantee or subgrantee donated real property for construction/acquisition.* If a grantee or subgrantee donates real property for a construction or facilities acquisition project, the current market value of that property may be counted as cost sharing or matching. If any part of the donated property was acquired with Federal funds, only the non-federal share of the property may be counted as cost sharing or matching.

(g) *Appraisal of real property*. In some cases, under paragraphs (d), (e) and (f) of this section, it will be necessary to establish the market value of land or a building or the fair rental rate of land or of space in a building. In these cases, the Federal agency may require the market value or fair rental value be set by an independent appraiser, and that the value or rate be certified by the grantee. This requirement will also be imposed by the grantee on subgrantees.

# **OSHA REPORTING**

#### YOUTHBUILD CHICO PARTICIPANT SAFETY TRAINING

All worksite supervisors should be certified in an approved safety training course through the Occupational Safety and Health Administration (OSHA) 10 Certification, an industry recognized certification (e.g. NCCER or MC3) and other pertinent training and safety courses. Work site supervisors and/or YouthBuild staff are required to provide all YouthBuild participants with safety training and other OSHA construction certifications. In addition, YouthBuild participants must receive construction-specific safety training prior to their first day on a construction worksite, including the use of all hand and power tools that will be used during the course of training.

#### **OSHA INJURY LOGS**

In case of an on-site job injury, staff must report serious injuries and fatalities. Failure to comply can result in severe penalties and fines.

Record those work-related injuries and illnesses that result in:

Death; Loss of consciousness; Days away from work; restricted work activity or job transfer; or medical treatment beyond first aid.

You must also record work-related injuries and illnesses that are significant such as work-related case involving cancer, chronic irreversible disease, a fractured or cracked bone, or a punctured ear drum.

If any of these injuries occurs, a staff member must immediately report to Human Resources. They must fill out the following paperwork:

Supervisor's Report of Employee Injury (See Appendix)

OSHA Form 301 - Injury and Illness Incident Report (See Appendix)

OSHA Form 300 - Log of Work-Related Injuries and Illness (See Appendix)

OSHA's Form 300A - Summary of Work-Related Injuries and Illness (See Appendix)

Employer's Report of Occupational Injury or Illness (See Appendix)

State of California – Worker's Compensation Claim Form (See Appendix)

All forms will be located in the YouthBuild Office in the Master Copies Binder. All forms must be signed by the injured participant and submitted to Human Resources the same day. Human Resources should report this to the nearest CAL/OSHA Office below (Participants who have work-related injuries and illnesses)

Staff should tell the receptionist that this is from Chico Unified School District YouthBuild

OSHA telephone number: (916) 263-0704

# CUSD YOUTHBUILD SUBRECIPIENT MONITORING

The purpose of oversight and monitoring is to ensure the integrity of the Department of Labor Employment and Training Administration YouthBuild funds awarded to Chico Unified School District, to review performance, assess compliance with applicable laws and regulations and identify successful methods and practices that serve to enhance the YouthBuild program as a whole through continuous improvement.

The monitoring process should be accomplished through a combination of desk and on-site reviews. Desk reviews are used for collecting and analyzing information and to support on-site reviews/monitoring. Desk reviews analyze existing data such as required monthly financial reports, vouchers, contracts, budgets, and prior audits and monitoring reports. The designated staff member assigned for monitoring (Monitor) should gather available, up-to-date, written policy, procedures or other guidance governing the systems, programs and contracts under review. The desk review may include telephone and/or e-mail contacts with the entity under review or other entities that may have relevant information that may impact the desk review. The Monitor should be prepared to provide on-site technical assistance as a result of issues disclosed during the desk review process.

On-site reviews are the fundamental component of monitoring and employ data collection techniques using formal monitoring guides. The on-site reviews should be conducted per a monitoring schedule. The on-site review allows for the verification of items contained in the contract or grant agreement or which were identified in the desk review. Additional on-site reviews may also be conducted on an as-needed basis, should issues arise that require immediate attention. The Monitor should be prepared to provide on-site technical assistance during the conduct of an on-site review.

If the program, financial and performance monitoring functions are to be conducted by separate individuals, it is suggested that where appropriate and possible, the scheduling of the monitoring reviews be a coordinated effort so as to minimize disruption of the operation of the subrecipient.

# MONITORING SCOPE AND FREQUENCY

THE SCOPE AND THE FREQUENCY OF THE REQUIRED OVERSIGHT AND MONITORING MUST INCLUDE THE FOLLOWING REVIEWS:

# I. PROGRAM

# SUBRECIPIENT CONTRACT REVIEWS (SEMI-ANNUAL) II. FINANCIAL

- SUBRECIPIENT MONITORING (SEMI-ANNUAL)
- DESK REVIEWS OF SUBRECIPIENT EXPENDITURE REPORTS (SEMI-ANNUAL)

# **III. PERFORMANCE AND ACCOUNTABILITY**

## PERFORMANCE OUTCOMES (QUARTERLY)

The frequencies identified above are minimum levels. Factors that influence whether more frequent monitoring is needed include the following:

- The dollar amount obligated to the subrecipient
- Subrecipients with prior audit or monitoring findings or history of poor performance
- High profile programs or activities
- Programs administered by inexperienced subrecipients
- Subrecipients that have inexperienced staff or have experienced a change in key staff
- Programs where the subrecipient has requested an on-site visit
- Subrecipients that have not been visited recently
- Type of sub-award (multi-year vs. single year)
- Subrecipients that are not financially stable
- Subrecipients that have not conformed to terms and conditions of previous awards
- Issues identified by the desk reviews that require on-site follow-up

The Monitor will draft a plan of review for all subcontractors. Actual visit dates will be set up no more than one month in advance.

# MONITORING PROCEDURES

The monitoring procedures and instructions specific to each of the above topics are presented in the individual sections of this guide. Review items are presented in two primary formats: items with check boxes requiring a "yes," "no," or n/a (not applicable) response; and items requiring the entry of a numerical or narrative response. Each review section has a space provided for comments. Monitor(s) must provide an explanatory comment for any item answered with a "no." Any other comments are left to the monitor's discretion. If that staff member determines a review item is not applicable; the n/a box must be checked.

# Monitoring procedures and instructions that are universal and applicable to all the on-site review topics are presented below:

## A. Monitoring review set up

1. Contact the subrecipient to obtain a start date and advise them of the scope of the monitoring review.

- 2. If requested, prepare and transmit a letter confirming the date and scope of the review send it to the subrecipient.
  - 3. Telephone the subrecipient prior to the start date of visit as a reminder

## **B. Entrance Conference**

- 1. Arrange for an entrance conference. However, a formal entrance conference is not always necessary. The decision to have an entrance conference should be a mutual one between the subrecipient and Monitor. Instances where an entrance conference would be necessary are:
  - a. This is the initial visit
  - b. There are major problems with the subrecipient's financial or program systems
  - c. An entrance conference is requested by the subrecipient
  - 2. When an entrance conference is held the subrecipient's Executive Director and appropriate staff should attend.
    - 3. Subjects discussed at an entrance conference may include, but are not limited to:
- a. The purpose of the visit
- b. The procedures to be used by the Monitor
- c. Problems disclosed during prior review visits
  - 4. Create a record of the meeting in the Entrance/Exit Conference Exhibits included in the guides.

# **C. Sampling Procedures**

Transaction testing comprises a significant portion of the on-site review. Since it is rarely cost effective to examine all transactions, monitors should consider examining a representative sample or cross-section of the items that make up the various classes of transactions. Sampling implies gathering evidence to use as a basis for making valid inferences about the characteristics of the population as a whole. The characteristics of most concern when conducting monitoring are the effectiveness of control procedures, the accuracy of transaction processing, the reliability of agency records and systems, and the accuracy of account balances. Important decisions for the monitor to make include:

Which population should be tested and for what (population)?

- How many items should be included in the sample (sample size)?
- Which items should be included (selection)?
- What does the sample information tell about the population as a whole (evaluation)?

Taking these factors into consideration, the Monitor can use statistical or non-statistical (judgmental) sampling. When used properly, either sampling approach can be effective. The advantage of statistical sampling stems from its objectivity, helping the monitor to design efficient samples, measure the efficiency of the evidential matter obtained, and evaluate the sampling results. Combining statistical sampling with good monitoring judgment generally produces a higher-quality monitoring conclusion than using monitoring judgment alone.

It is up to the Monitor to evaluate the individual and situational costs and benefits associated with each sampling approach before making a determination on which one to use.

Whichever sampling method is chosen by the Monitor, the methodology should be clearly identified in the staff member's work papers. The Monitor must also make judgments about what represents a tolerable error rate and what additional work (e.g. increasing the sample size) may need to be performed if that rate is exceeded.

## **D.** Technical Assistance

There are no set procedures to follow for providing technical assistance. Each situation is unique. The Monitor must determine what is appropriate in the given circumstances. However, it should be kept in mind that the act of identifying an issue without accompanying technical assistance in the creation and implementation of corrective action results in little improvement. All technical assistance given should be documented in the work papers. Any necessary follow-up assistance should also be detailed in the work papers.

# E. Exit Conference

1. An exit conference is to be held at the end of every review visit.

- 2. In arranging the time for the exit conference, ensure that the subrecipient's Executive Director and appropriate staff are available to attend.
  - 3. Subjects discussed at the exit conference may include, but are not limited to:
    - a. Findings disclosed during the review
    - b. Action taken to resolve prior findings
    - c. Required corrective action and timeframes
    - d. Technical assistance to be provided by the Monitor
    - e. Timeframes for issuance of written report
  - 4. Open discussions should be encouraged at the meetings.
- 5. Create a record of the meeting in the Entrance/Exit Conference Exhibits included in the guides.

# F. Monitor's Work Papers

Monitoring work papers record the activities that took place during the monitoring visit and form the rationale for the monitoring report. Extensive notes are a necessary part of the review process and serve to validate the information collection process. Monitoring work papers should:

- 1. Detail the source of the information acquired and conclusions reached.
- 2. Document the weaknesses and deficiencies disclosed by the review.
- 3. Be complete, timely and fully reflect the review steps taken by the Monitor.
  - 4. Go through a supervisory review process.

## **G. Monitoring Report**

When the on-site monitoring review has been completed and the work papers have been fully prepared, a report must be written reflecting the purpose and scope of the review. The report should clearly identify all findings and required corrective action including any necessary adjustments to the related financial reports. Written monitoring reports should be structured to assist the subrecipient in reaching their goals by providing feedback to them regarding program, financial, compliance and performance issues.

The findings to be identified in the written monitoring report should reflect a concise statement of fact and include the following information:

• Background information

- Problem analysis
- Outline of what was reviewed
- Size of the sample taken (if appropriate)
- Conclusions reached
- Recommendations for corrective action including timeframes

Preparation of the report and supervisory review should ideally be done within 10 days of the exit meeting. The report should be issued to the subrecipient's Executive Director within 30 days of the review's start date. If reasons exist such that the report cannot be issued within this timeframe, the work papers should detail these reasons. The CUSD Director of Education Services and the Director of Fiscal Services will be sent the report.

For this purpose, **significant findings are defined as** those findings that: may have a material impact on the financial reports which CUSD submits to DOLETA; may materially impact the ability of CUSD to meet established program performance measures; or represent a substantial violation of DOL statutory and regulatory requirements.

## **H. Sanctions**

CUSD should consider imposing sanctions against a subrecipient should the subrecipient agency willfully and flagrantly fail to take timely and responsive corrective action in response to significant issues identified in the monitoring report. The specific sanctions that can be imposed should relate to the specific violations and/or to the scope of violations. Sanctions include the following items:

- Suspension of the affected program until corrective action is implemented
- Increased documentation requirements and/or increased monitoring frequency and/or scope
- Disallowance of costs associated with the particular violation or deficiency and seek repayment
- Denial or adjustment of requests for DOL funds until the violation or deficiency has been corrected
- Reallocation of unexpended or unobligated funds
- Contract cancellation.

See Desk Review for Subrecipient Monitoring CUSD YouthBuild in Appendix

# YOUTHBUILD CHICO HARASSMENT/NON-DISCRIMINATION POLICY

#### Sexual Harassment

Sexual harassment of or by any participant of the YouthBuild Chico staff or another participant shall not be tolerated. The CUSD School Board considers sexual harassment to be a major offense, which may result in disciplinary action, including dismissal or expulsion, of the offending participant or staff member, or other appropriate sanction.

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when it interferes with an individual's performance at the program and/or creates an intimidating, hostile or offensive educational environment. The conduct described above is also sexual harassment when submission to it is made either explicitly or implicitly a term or condition of an individual's access to education.

Sexual harassment regulated by this policy pertains to behavior of a sexual nature while participants are under the jurisdiction of the CUSD YouthBuild Chico program.

Participants may receive training and/or instruction on the prohibition of sexual harassment at the program. Copies of this policy, implementing administrative regulations containing rules and procedures for reporting

charges of sexual harassment and for pursuing available remedies shall be available at the program's Administrative Office at CUSD 1163 East Seventh Street, Chico, California, 95928.

Any student who believes that he or she has been harassed or has witnessed sexual harassment is encouraged to immediately report such incident to the CUSD YouthBuild Chico Administrator. The Administrator will promptly investigate all such incidents in a confidential manner. If the allegation is proven true, a disciplinary hearing will be held with the Administrator and the Educational Services Director for CUSD for disposition of the charges.

## **Anti-Bullying Policy**

YouthBuild Chico is committed to providing all participants a healthy and safe learning environment. YouthBuild Chico will ensure that procedures exist to allow complaints of bullying to be dealt with and resolved at the program with the Program Co-coordinator. YouthBuild Chico is committed to the elimination of all forms of bullying.

Bullying is unwelcome or unreasonable behavior that demeans, intimidates or humiliates people either as individuals or as a group. Bullying behavior is often persistent and part of a pattern, but it can also occur as a single incident. It is usually carried out by an individual but can also be an aspect of group behavior (see "mobbing" below). Some examples of bullying behavior are:

#### Verbal communication

- Abusive and offensive language
- Insults
- Teasing
- Spreading rumor and innuendo
- Unreasonable criticism
- Trivializing of work and achievements

#### Psychological manipulation

- Unfairly blaming for mistakes
- Setting people up for failure
- Deliberate exclusion
- Excessive supervision
- Practical jokes
- Belittling or disregarding opinions or suggestions
- Criticizing in public

Context is important in understanding bullying, particularly verbal communication. There is a difference between playful exchanges between consenting friends and comments that are meant to be, or are taken as, demeaning. While care should be exercised, particularly if a person is reporting alleged bullying as a witness, it is better to be genuinely mistaken and cautious than to let actual bullying go unreported.

## **Mobbing**

Mobbing is a particular type of bullying behavior carried out by a group rather than by an individual. Mobbing is the bullying or social isolation of a person through collective unjustified accusations, humiliation, general

harassment or emotional abuse. Although it is group behavior, specific incidents such as an insult or a practical joke may be carried out by an individual as part of mobbing behavior.

## **Consequences of Bullying**

Bullying is unacceptable behavior because it breaches principles of equality and fairness, and it frequently represents an abuse of power and authority. It also has potential consequences for everyone involved.

# For those being bullied

People who have been bullied often suffer from a range of stress-related illness. They can lose confidence and withdraw from contact with people both in and outside of the YouthBuild Chico program.

# IF YOU THINK YOU HAVE BEEN BULLIED

- Any participant who feels he or she has been victimized by bullying is encouraged to report the matter to YouthBuild Chico staff.
- Where appropriate, an investigation will be undertaken by the YouthBuild Chico Administrator. Appropriate action will be taken by the Administrator.

# STATEMENT OF NON-DISCRIMINATION

The Governing Board of the CUSD prohibits, at any district school or school activity, unlawful discrimination, harassment, intimidation, and bullying of any student based on the student's actual race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, or gender expression; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. The District will take steps to assure that the lack of English will not be a barrier to admission and participation in District programs. Complaints alleging noncompliance with the District's policy of non-discrimination should be directed to either the Educational Services Director or the Human Resources Director, at the Chico Unified School District office (1163 East Seventh Street, Chico, California, 95928; 530-891-3000) . A copy of the District's non-discrimination policy is available from the District Office.

CUSD YouthBuild Chico's "Harassment Policy and Non-discrimination Policy" complies with the requirements of Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, The Individuals with Disabilities Education Act of 1990, and other applicable federal and state laws.

# YOUTHBUILD CHICO GRIEVANCE PROCEDURE PARTICIPANT'S RIGHTS AND GRIEVANCE PROCEDURES

# You have the right to:

- Be treated with dignity and respect, as an individual who has personal needs, feelings, preferences, and requirements
- Privacy and confidentially of your program plan
- Discuss with staff the details and implications of your program plan.
  - You have the right to exercise any concerns through the grievance procedures.

#### **Grievance procedure**

The grievance procedure is used to address a problem you may have with a staff person who is providing you services or care and you cannot work it out between the two of you, or you have a complaint that you feel cannot be taken care of by the person you are working with.

#### **Informal process**

All grievances should be brought to the attention of the Program Co-coordinator. Every effort will be made to resolve the problem or concern.

If necessary, an informal meeting will be conducted with the participant, staff person, and program Cocoordinator to resolve the grievance.

In the event that the grievance is not resolved through an informal process, members may utilize the established formal procedure for filing grievances.

#### Filing a formal grievance

<u>All</u> grievances must be legible handwritten/typed and contain the following information:

Concise facts about the situation prompting the grievance. Suspicions or assumptions about the grievance will be rejected.

Date and time of incident(s). Individuals involved. Resolution of the complaint that would satisfy complaint.

A copy of the grievance must be handed to the Program Co-Coordinator and/or YouthBuild Chico Administrator within one week following the conclusion of the informal grievance procedure. The program manager will review the grievance and respond in writing within two weeks from the date of the formal submission. This response will contain all pertinent data and reasons for the decision made.

If the grievance is not satisfied with the outcome of the decision made by the program manager, you may file a formal grievance with the Program Co-Coordinator and/or YouthBuild Chico Administrator.

I have been explained about my rights and understand the above.

Signature of Participant /Date

Parent/Guardian, if applicable (Date)

# CUSD SCHOOL BOARD POLICIES AND PROCEDURES

## **EXPENDITURES AND PURCHASES**

Purchase Orders - All YouthBuild Staff will adhere to the following CUSD Policy #3300 regarding Expenditures and Purchases of materials and services which will be charged to the DOL ETA YouthBuild Grant.

No purchase will be made without an approved purchase order or prior approval of the Superintendent or designee. The only exception to this procedure is if an employee has advance approval from his/her supervisor to purchase goods which are only available while attending a conference/workshop. The employee may

purchase the goods with personal funds and obtain district reimbursement upon submitting a Travel Expense Claim form to the Business Office with the vendor's invoice attached. Reimbursement will be made via the normal accounts payable payment cycle.

Any purchase made in the name of the district without an authorized purchase order is invalid, and any resulting financial obligation may be borne solely by the person making the purchase.

Purchasing will be accomplished via district purchase orders unless alternate arrangements are made by the Superintendent or designee. The local purchase order will be used only in Chico to purchase merchandise which totals less than \$200. The standard purchase order shall be used for all other purchases.

#### **Local Purchase Orders**

Management personnel are authorized to make purchases with local purchase orders consistent with instructions printed on the form.

#### **Standard Purchase Orders**

The Superintendent, Assistant Superintendent-Human Resources, Assistant Superintendent-Business Services, and Director-Fiscal Services are authorized to approve Standard Purchase Orders.

Goods shall not be picked up from the vendor unless the standard purchase order is noted "Our Pick-Up." Such a notation affects the disposition of paperwork and anyone not following the prescribed procedures causes the district to incur unnecessary expenses.

All "on approval" purchases must be made on a standard purchase order. Proper and timely notification must be made to accounts payable personnel by the purchaser regarding the decision to keep or return such goods.

Authorization will be granted in emergency situations to walk through a standard purchase order. Contact district buyer and coordinate authorization.

Purchase orders for conferences (registration fees, hotel reservations and travel advances) shall be received by the Purchasing Department at least 10 working days prior to the date that theindividual leaves for the conference to ensure that warrants to cover the conference expenses are available in a timely manner. Any individual not meeting the 10 day time line may be required to pay for these conference expenses "out of pocket" and be reimbursed at a later date forreimbursable expenses via the Travel Expense Claim Form.

Correspondence with vendors to expedite shipments or change purchase orders shall be the responsibility of the Purchasing Department.

All goods to be returned to the vendor must be returned through the warehouse via the use of a Merchandise Return Form consistent with instructions printed on the form.

#### **Preferred Products**

Price, fitness and quality being equal, the district shall give preference to supplies manufactured, grown or produced in California, and shall next prefer supplies partially manufactured, grown or produced in California. (Government Code 4331)

When purchasing food, the district shall give preference to produce grown in the United States and/or processed in the United States insofar as this is economically feasible considering the total cost, quantity and quality of the food. (Public Contract Code 3410) (No food will be charged to DOL YouthBuild grant)

#### **Equipment Repairs and Services**

School and department personnel will contact purchasing office personnel with repair and service requests. Said personnel may specify a maximum repair charge for the request. Purchasing office personnel will call all repair and service persons and vendors.

Classroom Furniture/Equipment Procurement and Replacement

If the student capacity of a given school is increased via the reutilization of existing facilities and/or the addition of new facilities, the district will provide the school with needed classroom furniture/equipment. Further, if a classroom is constructed, reconstructed, modernized under the State School Building Program, the district will include the following basic classroom furniture/ equipment as a part of the project:

#### **District Surpluses**

When additional furniture/equipment is needed, all district surpluses will be considered first:

Surpluses at the school site Surpluses on other school campuses in the district

#### Surpluses at the district warehouse

If surplus equipment is transferred from another school in the district and/or the warehouse, the receiving school will include the transferred goods on the receiving school's inventory. Furniture/equipment needs that cannot be met by existing surpluses will be met via new purchases. To minimize school interruptions due to unanticipated growth, in addition to any surpluses maintained at the warehouse, the district will also maintain inventories of district-approved basic classroom furniture/equipment.

#### **Procurement of New Furniture and Equipment**

Annual equipment needs for re-utilized classrooms and/or new classrooms will be coordinated by district purchasing services. The needs assessment should be completed in February or March so that appropriate funding can be included in the preliminary budget for the following year.

#### Systematic Equipment Replacement

Each school principal is responsible for maintaining the school's basic classroom equipment inventory in usable condition through a systematic replacement schedule.

# **TRAVEL EXPENSES**

Chico Unified School District YouthBuild Chico follows the School Board's Policy # 3350, Travel Expenses.

The Governing Board recognizes that district employees may incur expenses in the course of performing their assigned duties and responsibilities. To ensure the prudent use of public funds, the Superintendent or designee shall establish rules to keep such expenses to a minimum while affording employees a reasonable level of safety and convenience. (cf. 9250 - Remuneration, Reimbursement and Other Benefits)

The Board shall authorize payment for actual and necessary travel expenses incurred by any employee performing authorized services for the district, whether within or outside district boundaries. (Education Code 44032)

The Superintendent or designee shall establish procedures for the approval of travel requests and the submission and verification of expense claims. He/she also shall establish reimbursement rates in accordance with law and Board policy.

An employee shall obtain approval from the Superintendent or designee prior to traveling. The Superintendent or designee may approve travel requests in accordance with the adopted budget and upon determining that the travel is authorized or assigned by the employee's supervisor, is necessary to attend a conference or other staff development opportunity that will enhance employee performance, and/or is otherwise necessary to the performance of the employee's duties. Travel expenses not previously budgeted may be approved on a case-by case basis by the Superintendent or designee if he/she determines that the travel is essential and that resources may be obtained or redirected for this purpose.

#### (cf. 3100 - Budget); (cf. 3110 - Transfer of Funds); (cf. 4131 - Staff Development);

#### (cf. 4231 - Staff Development); (cf. 4331 - Staff Development)

All out-of-state travel for which reimbursement will be claimed shall be approved in advance by the Superintendent or designee. Reimbursable travel expenses may include, but are not limited to, costs of transportation, parking fees, bridge o road tolls, lodging when district business reasonably requires an overnight stay, registration fees for seminars and conferences, telephone and other communication expenses incurred on district business, and other necessary incidental expenses.

The district shall not reimburse personal travel expenses including, but not limited to, alcohol, entertainment, expenses of any family member who is accompanying the employee on district-related business, laundry, personal use of an automobile, and personal losses or traffic violation fees incurred while on district business.

Except as otherwise provided, reimbursement of travel expenses shall be based on actual expenses as documented by receipts. The mileage allowance provided by the district for employees' use of their private vehicles shall be equal to the rate established by the Internal Revenue Service. *Revised 2/5/14* 

# CONSULTANTS: BOARD POLICY: #3600, SECTION: 3000 BUSINESS AND NON-INSTRUCTIONAL OPERATIONS

#### CUSD YouthBuild Chico adopts the Consultant School Board Policy

The Board of Education authorizes the use of consultants to provide expert professional advice or specialized technical or training services which are not needed on a continuing basis and which cannot be provided by district staff because of limitations of time, experience or knowledge. Individuals, firms or organizations employed as consultants may assist management with decisions and/or project development related to financial, economic, accounting, engineering, legal, administrative, instructional or other matters.

As part of the contract process, the Superintendent or designee shall determine, in accordance with Internal Revenue Service guidelines, that the consultant is properly classified as an independent contractor. District employees who perform extra-duty consultant services shall not be retained as independent contractors. They shall be considered employees for all purposes, even if the additional services are not related to their regular duties.

#### (cf. 4117.12/4317.12 - Retirement Consultancy Contracts)

All consultant contracts exceeding \$5,000 shall be brought to the Board for approval.

#### (cf. 3312 - Contracts)

The district shall not contract for consulting services that can be performed without charge by a public agency or official unless these services are unavailable from the public source for reasons beyond the district's control.

All qualified firms or resource persons shall be accorded equal opportunity for consultant contracts regardless of race, creed, color, gender, national or ethnic origin, age or disability.

# (cf. 3311 - Bids); (cf. 3551 - Food Service Operations/Cafeteria Fund); (cf. 4030 - Nondiscrimination in Employment)

Independent contractors applying for a consultant contract shall submit a written conflict of interest statement disclosing financial interests as determined necessary by the Superintendent or designee, depending on the range of duties to be performed by the consultant. The Superintendent or designee shall consider this statement when deciding whether to recommend the consultant's employment. (cf. 9270 - Conflict of Interest)

When employees of a public university, county office of education or other public agency serve as consultant or resource persons for the district, they shall certify as part of the consultant agreement that they will not receive salary or remuneration other than vacation pay from any other public agency for the specific days when they work for this district.

Legal Reference:

EDUCATION CODE

10400-10407 Cooperative improvement programs

17596 Limit on continuing contracts

35010 Control of districts; prescription and enforcement of rules

35172(a) Promotional activities

35204 Contract with attorney

44925 Part-time readers employed as independent contractors

45103 Classified service in districts not incorporating the merit system

45103.5 Contracts for food service consulting services

Policy Adopted: 01/17/07

45134-45135 Employment of retired classified employee

45256 Merit system districts; classified service; positions established for professional experts on a temporary basis

#### GOVERNMENT CODE

53060 Contract for special services and advice

# CHICO UNIFIED SCHOOL DISTRICT YOUTHBUILD RECORD RETENTION

Action: Establish guidelines for the retaining of records.

Issue Date: November 2013

#### Chico Unified School District record retention policy

#### **Purpose**

To ensure that all CHICO UNIFIED SCHOOL DISTRICT YouthBuild administrative staff retains all records relative to all grants and agreements under the Department of Labor's YouthBuild Grant for an amount of time adequate to meet the requirements prescribed by statute and program regulation. Financial, statistical, property and participant records are all subject to record retention requirements.

#### Background

WIA Section 185(a-g) and Title 29 CFR Part 97.42 (a-g) require that procedures be developed to ensure proper retention of all records pertinent to all grants and agreements under WIA.

References WIA Section 185(a)(1), (f)

Title 29 CFR Part 97.42 (a-g)

Board Policies 3000: Business and Non-instructional Operations, Board Policy 3000 - #3580

#### Procedure

1) All administrative entity staff shall retain all records pertinent to all grants and agreements under the DOL YouthBuild, including financial, statistical, property, participant records, and supporting documentation for a period of not less than five years. If at the end of five years there is ongoing litigation or an audit involving records, the records shall be retained until resolution of the litigation or audit.

2) Prior to the destruction of any records, a written request to carry out the destruction of records must be made to **Connie Cavanaugh**, Fiscal Services; Chico Unified School District, 1163 East Seventh Street, Chico, CA 95928; (530) 891-3000 ext. 141

3) Upon receipt of written authorization from the Director, records may be destroyed or surrendered to the administrative entity.

# PROGRAM DATA SUMMARY INFORMATION ENTRY INTO THE DOL MIS

Action: Establish guidelines for uniform data collection on participant characteristics and performance measures

Issue Date: November 2013, Revised November 2014

The following data elements are to be collected on all young adult who participate in the Chico Unified School District YouthBuild program and reported in the DOL MIS. These data elements are intended to achieve the following goals:

Set agreed upon data collection and performance goals.

Provide information for system-wide reporting and evaluation for program improvement.

The DOL YouthBuild Case Management Information System is to be used to report the required information about YouthBuild Chico to DOLETA.

1. <u>Total Participants Served</u>: the total number of young adult enrolled in the YouthBuild program.

**2.** <u>Total Exiters</u>: the total number of young adult who were enrolled for a least one month in the YouthBuild program and then left the program due to a successful completion or for other reasons. Do not count young adult who are in a holding status (i.e., receiving in-patient treatment, chemical dependency treatment, or other locally determined cause).

- 3. <u>Male</u>: Total number of males.
- 4. Female: Total number of females.
- 5. <u>16 to 18 Years of Age</u>: Total number of participants, aged 16 to 18.
- 6. 19 to 20 Years of Age: Total number of participants, aged 19 to 20.
- 7. <u>21 to 24 Years of Age</u>: Total number of participants, aged 21 to 24.
- 8. <u>Hispanic/Latino</u>: Total number of Hispanic/Latino participants.
- 9. American Indian or Alaska Native: Total number of American Indian or Alaska Native
- 10. Asian: Total number of Asian participants.
- 11. <u>Black or African American</u>: Total number of Black or African American participants.
- 12. <u>White</u>: Total number of White participants.

**13.** <u>Limited English Proficient</u>: Total number of participants with limited English proficiency (those whom English are not their Native language and are unable to communicate effectively in English).

**14.** <u>Low Income</u>: Total number of participants with family income, in relation to family size, that does not exceed the higher of either:

**15.** <u>Foster Young adult</u>: Total number of participants on whose behalf state or local government payments (excluding OASDI) is made. This may include young adult who have been made a ward of the state by a court, including young adult in state institutions, young adult in community group homes, young adult in foster homes, and parolees.

**16.** <u>Migrant Young adult</u>: Total number of participants who travel from one region to another as individuals or with family in search of work.

**17.** <u>Young adult Offender</u>: Total number of participants who have experienced involvement with any part of the juvenile or criminal justice system, including referral and arrest.

**18.** <u>**Basic Skills Deficient:**</u> Total number of participants who are reading below the 9<sup>th</sup> grade level on a generally accepted standardized test or a comparable score on a criterion-referenced test.

**19.** <u>Person with a Disability or Receiving Special Education Services</u>: Total number of participants who are identified as receiving special education services and/or having a physical, mental, learning, or emotional/behavioral disorder, including substance abuse.

**20.** <u>Chemical Dependency</u>: Total number of participants who are identified as having a psychological and/or physical need to use alcohol or other drugs that doesn't go away even when using them causes negative consequences. Substance abuse may also be considered under this category if it leads to one (or more) of the following failure to fulfill role obligations at school, work or home (e.g., repeated absences or poor work performance related to substance use) or recurrent substance use in situations in which it is physically hazardous (e.g., operating a machine or power equipment when impaired) recurrent substance-related arrest and/or legal problems continued substance use despite having recurrent interpersonal problems caused or exacerbated by the effects of the substance (e.g., arguments with family members)

**21.** <u>**Pregnant or Parenting Young adult:**</u> Total number of participants who are legal parents of a child or unborn fetus.

**22.** <u>Homeless or Runaway Young adult</u>: Total number of participants who, for some extended period of time, have not had a permanent residence, and whose nightly sleeping place is a (1) homeless or temporary living shelter; (2) an institution that provides a temporary residence for individuals intended to be institutionalized; (3) a place not designed for ordinary or regular sleeping accommodations.

23. <u>Young adult from Families Receiving Public Assistance</u>: Total number of participants from families receiving financial cash payments made by federal, state, or local programs to persons who meet specific income criteria. Public assistance includes General Assistance and Supplemental Security Income (SSI).

Participants often exit the program before receiving a diploma, GED, job, or entering a post-secondary institution, therefore, participants must be tracked after exit to obtain outcome information. Tracking must occur during the twelve-month follow-up period and recommended beyond this point if outcome information is incomplete. This tracking policy applies to the following data elements:

**24.** <u>Number Obtained High School Diploma or GED</u>: Total number of current and recent YouthBuild participants who have received a high school diploma or GED during the past year (for the period July 1 of the previous year to June 30 of the current year.

**25.** <u>Number of Job Placements</u>: Total number of current and recent YouthBuild participants who have been placed in jobs. Do not count former participants who have held a previous job upon exiting the program. Count first job placements only for participants who have exited the program. Do not include participants who have been placed in job training. However, you may include a job training count or description separately.

**26.** <u>Average Hourly Wage at Placement</u>: The average wage rate of participants in #25 (e.g. the total sum of hourly wages divided by the total number of wage earning participants).

**27.** <u>Number Obtained a Certificate</u>: Total number of current and recent YouthBuild participants who have obtained a certificate of skill in Construction Education.

**28.** <u>Number Entered Post-Secondary Education</u>: Total number of current and recent YouthBuild participants who have applied to or enrolled in a post-secondary institution. Do not include high school participants that have received post-secondary education options (PSEO). However, you may include a PSEO count or description.

**29.** <u>Number Entered an Apprenticeship</u>: Total number of current and recent YouthBuild participants who have been placed in an apprenticeship.

**30.** <u>Number Entered the Military</u>: Total number of current and recent YouthBuild participants who have entered a military branch: Army, Navy, Air Force, Marines, Army National Guard, or US Coast Guard.

**31.** <u>Literacy and Numeracy Attainment</u>: Total number of YouthBuild participants who increased one or more educational functioning levels in literacy or numeracy based on pre- and post- assessment of basic skills (Math and English). YouthBuild also uses the Comprehensive Adult Student Assessment System (CASAS).

**32.** <u>Recidivism Rate of Young adult Offenders</u>: The number of participants who returned to the juvenile or criminal justice system for reoffending during the past year. Do not include participants who, at the time of program enrollment, were not young adult offenders or had previous involvement with the juvenile or criminal justice system.

**33.** <u>Number of Participants Who Received Academic Credit or Service Learning Credit</u>: The total number of participants who received academic credit or service learning credit during the past year.

**34.** <u>Number of Community Service Hours Logged</u>: The total number of service hours logged by all participants during the past year.

**Military Selective Service Act:** All males, age 18 or older, must have documentation of Selective Service Registration in order to participate in the Chico Unified School District YouthBuild Program.

# **PERFORMANCE GOALS, OUTCOMES AND DELIVERABLES (2013)**

Placement in Education & Employment		70%
Attainment of Degree/Certificate	70%	
Literacy/Numeracy Gains	60%	
Retention in Education & Employment		75%
Recidivism	<20%	

The method by which each performance goal is determined is outlined below:

**Enrollment Rate**: defined as the number of participants enrolled in the program divided by the enrollment goal. Each grantee has an individual enrollment goal. This goal is derived from your grant application, so long as the cost-per-participant is at or below \$18,000. Otherwise, the Department will provide an enrollment goal that

corresponds to \$18,000 per participant. This enrollment goal is for the total grant period of performance and should be achieved by the end of the second year of program activities in order to ensure that grants still have one year remaining for follow-up. For 2013 grantees, that is through November 14, 2015. The enrollment goals for each grant are listed on the attached Excel spreadsheet. **The goal for this measure is 100% by the end of the second year**.

Placement in Employment or Education: defined as the percentage of participants who are placed in employment (including the military) or enrolled in post-secondary education and/or advanced training/occupational skills training in the first quarter after the exit quarter. The goal for this measure is 70%. Note: we do not expect to see data for this measure during the first year of the program. Therefore, we will also track the number of initial job placements and job re-placements as a measure of progress toward this long-term goal.

Attainment of a Degree or Certificate: defined as the number of young adult who attain a diploma, GED, or certificate by the end of the third quarter after the exit quarter divided by the number of young adult participants who exit during the quarter. The goal for this measure is 70%. Note: we do not expect to see data for this measure during the first year of the program. Valid certificates <u>do not</u> include OSHA training, work readiness certificates, or licenses but rather a certificate that is awarded in recognition of an individual's attainment of measurable technical or occupational skills necessary to gain employment of advance within an occupation. For more information on allowable certificates, please see Attachment 2 (Credential Resource Guide) of Training and Employment Guidance Letter (TEGL) No. 15-10 - "Increasing Credential, Degree, and Certificate Attainment by Participants of the Public Workforce System, December 15, 2010," which is located at: <a href="http://wdr.doleta.gov/directives/attach/TEGL15-10.pdf">http://wdr.doleta.gov/directives/attach/TEGL15-10.pdf</a>

**Literacy and Numeracy Gains:** The number of young adult participants who are basic skills deficient at enrollment who increase one or more educational functioning levels divided by the number of participants who have completed the YouthBuild program (one year from enrollment) plus the number of participants who exit before completing the program. **The goal for this measure is 60%.** 

**Retention Rate:** defined as those individuals who exit the program and are placed in employment or postsecondary education or training in the first quarter after exit and are then in employment or education in the second and third quarters after exit. **The goal for this measure is 75%.** 

**Recidivism Rate**: defined as the percentage of participants who were re-arrested for a new crime or reincarcerated for revocation of the parole or probation order within one year of enrollment in the YouthBuild program. If a participant is re-arrested and subsequently released without being convicted of a new crime, they may be taken out of the recidivism rate. **The goal for this measure is 20% or below**, which is roughly half of the national recidivism rate of 44.1% one year post-release found in the most recent Bureau of Justice Statistics study report.

# **REPORTS: DOL, YOUTHBUILD USA AND DATAYB**

Use of the DOL YouthBuild Management Information System (MIS) is required for all DOL YouthBuild grantees. All data required by the DOL web-based MIS must be entered on a timely basis to report on the DOL outcomes of literacy/numeracy attainment, degree/certificate attainment, placement in employment or education, recidivism, and placement retention. Help is available from the DOL MIS Helpdesk. The data entered into the MIS is the basis for quarterly reports submitted to DOL that must be certified for accuracy.

DOL YouthBuild programs must submit three reports, each on a quarterly basis:

- 1. A quarterly performance report (QPR) The information in the QPR comes directly from the data you enter into the DOL MIS.
- The YouthBuild Program Manager is responsible for submitting this report.

- 2. A quarterly narrative report which is attached to the QPR.
- The YouthBuild Program Manager is responsible for submitting this report
- The Construction Manager, Construction Trainer, Case Manager, Job Developer,

Transition Coordinator must submit a report on their program component each quarter to the YouthBuild Program Manager two weeks after the quarter ends.

3. All staff must include in their program component reports the following:

• Activities they have done with and for the participants. i.e. supportive services, bus passes, hands on training at the work site, field trips, life skills workshops topics held every Wednesdays, number of tutors, number of mentors

- Any deliverables you might have accomplished. i.e. PACT certs, TABE gains, projects completed, certificates attained
- What you anticipate to accomplish in the next quarter
- Obstacles you faced
- Any new resources you obtained with the name of agency, contact person and what services or resources they will provide
- 4. A financial report, the ETA 9130.

The reports are due 45 days following the end of each quarter, and timeliness in submitting these reports is important. The Program Year quarters are as follows: Quarter 1: July 1 – September 30 Quarter 2: October 1 – December 31 Quarter 3: January 1 – March 31 Quarter 4: April 1 – June 30

All of these reports are submitted through the ETA reporting system, which can be found at <u>www.etareports.doleta.gov</u>.

For any MIS questions or support, email: <u>missupport@youthbuild.org</u>

WebSTA-Q is an affiliate reporting tool for YouthBuild USA. YouthBuild programs are to report on the following: YouthBuild Participant demographics, community service events, low-income housing units worked on, group progress and attendance hours.

Quarterly submission of WebSTA-Q is due at the end of the month following the quarter's end. The quarters and report due dates are as follows:

Quarter 1:	January 1 – March 30	Due Apr 30th
Quarter 2:	April 1 - June 30	Due Jul 31st
Quarter 3:	July 1 – September 30	Due Oct 31st
Quarter 4:	October 1 – December 31	Due Jan 31st

To submit a report, log on to the following website:<u>www.webstaq.org</u> For WebSTA-Q questions and support email: <u>support@webstaq.org</u>

To be an authorized user, an authorized administrator must add you. To add more user accounts:

Click on the "Users" section of the toolbar. At the bottom of the page, create the username and password. You need to add an email address for each user you create. You can also update your email/password information on this tab.

# V. Youth BuildChico Forms

# **CUSD YOUTHBUILD CHICO - SUPPORT SERVICES REQUEST FORM**

Participant Name: \_\_\_\_\_

Date of Request:

What are your goals for YouthBuild Chico?

State the support service or assistance your are requesting from YouthBuild Chico

What is the barrier that keeps you from solving the issue yourself?

What is your action plan to accomplish meeting your goal?

What is the amount that you are requesting for this support service?

Participant Signature

(1 of 2)

Staff meeting Date:
Discussion:
Disposition of the request:
Services Requested and Description:
Transportation:
Emergency Day Care:
DMV/Vocational Licensing
Vocational Skills Training and/or Work Clothing:
Other:
Amount Requested:
Approved: Yes No
Signature of Administrator
Date submitted to Fiscal for payment
Date check submitted for payment
Program Staff Signature

**YOUTHBUILD CHICO TIME-OFF REQUEST FORM** This form must be used to request time off for scheduled appointments and or other qualifying personal time off as deemed appropriate by the YouthBuild Chico Co-coordinator. Please note, except in emergency situations, time off will not be granted without prior approval. Participant Name: \_\_\_\_\_\_Today's Date: \_\_\_\_\_ I am requesting the following time off: Day and Date: \_\_\_\_\_Time: \_\_\_\_\_ Reason for Request: \_\_\_\_\_ Request Approved: Request Denied: Program Co-coordinator Signature: \_\_\_\_\_ Date Reviewed: **Documentation Requested:** Yes No Documentation provided (attach): Yes No

# YOUTHBUILD CHICO TIME-OFF REQUEST FORM

This form must be used to request time off for scheduled appointments and or other qualifying personal time off as deemed appropriate by the YouthBuild site coordinator. Please note, except in emergency situations, time off will not be granted without prior approval.

Participant Name:	Today's Date:
I am requesting the following time off:	
Day and Date:	Time:
Reason for Request:	
Request Approved:	Request Denied:
Program Co-coordinator Signature: Date Reviewed:	

(2 of 2)

Documentation Requested:	Yes	No
Documentation provided (attach):	Yes	No

#### Safeguarding Data Including Personally Identifiable Information (PII)

CUSD (grantee) recognizes that confidentiality of PII and other sensitive data is of paramount importance to the Department of Labor and must be observed except where disclosure is allowed by the prior written approval of the Grant Officer or by court order. By submitting a proposal, CUSD is assuring that all data exchanges conducted through or during the course of performance of this grant will be conducted in a manner consistent with applicable Federal law. All such activity conducted by ETA and/or Grantee/s will be performed in a manner consistent with applicable state and Federal laws.

CUSD agrees to take all necessary steps to protect such confidentiality by complying with the following provisions that are applicable in governing the handling of confidential information:

CUSD will not extract information from data supplied by DOL/ETA for any purpose not stated in the SGA.

CUSD will retain data received from DOL/ETA only for the period of time required to utilize it for assessment and other purposes, or to satisfy applicable federal records retention requirements, if any. Thereafter, CUSD agrees that all data will be destroyed, including the degaussing of magnetic tape files and permanent deletion of electronic data.

CUSD ensures that any information used during the performance of this Grant has been obtained and is being transmitted in conformity with applicable Federal and state laws governing the protection of PII and the confidentiality of information. Information transmitted to DOL/ETA containing sensitive information including personally identifiable information (PII) must be encrypted using National Institute of Standards and Technology (NIST) Federal Information Processing Standards (FIPS) 140-2 validated products. The encrypted information must be encrypted in a form that would allow the receiver of the information to decrypt the information without installing additional software or tools. Access to any information created by DOL/ETA shall be restricted to only those employees of CUSD who need it in their official capacity to perform duties in connection with the Scope of Work outlined in this SGA.

CUSD employees and other personnel who will have access to sensitive/confidential/proprietary/private data and PII shall be advised of the confidential nature of the information, the safeguards required to protect the information, and the civil and criminal sanctions for noncompliance with such safeguards that are contained in Federal and state laws.

Prior to being able to have access to PII and other confidential data, CUSD employees and other personnel shall execute a standard document acknowledging their understanding of the confidential nature of the data and the safeguards with which they must comply in their handling of such data as well as the fact that they may be liable to civil and criminal sanctions for improper disclosure.

CUSD further acknowledges that all data obtained through DOL/ETA shall be stored in an area that is physically safe from access by unauthorized persons at all times and the data will be processed using grantee issued equipment, managed information technology (IT) services, and designated locations approved by DOL/ETA. Accessing, processing, and storing of DOL/ETA data on personally owned equipment, at off-site locations e.g. employee's home, and non-Grantee managed IT services e.g. yahoo mail, is strictly prohibited unless approved by DOL/ETA.

All PII and other data shall be processed in a manner that will protect the confidentiality of the records/documents and is designed to prevent unauthorized persons from retrieving such records by computer, remote terminal or any other means. Data may be downloaded to, or maintained on, mobile or portable devices only if the data are encrypted using NIST FIPS 140-2 validated products. In addition, wage data may only be accessed from secure locations.

# EQUAL OPPORTUNITY IS THE LAW

It is against the law for this recipient of Federal Financial assistance to discriminate on the following bases:

Against any individual in the United States, on the basis of race, color, religion, sex, national origin, age, disability, political affiliation of belief; and

Against any beneficiary of programs financially assisted under Title 1 of the Workforce Investment Act of 1998 (WIA), on the basis of the beneficiary's citizenship/ status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIA Title 1- financially assisted program or activity.

The recipient must not discriminate in any of the following areas:

• Deciding who will be admitted, or have access, to any WIA Title 1-financially assisted program or activity;

Providing opportunities in, or treating any person with regard to, such a program or activity; or

• Making employment decisions in the administration of, or in connection with, such a program or activity.

#### What to Do If You Believed You Have Experienced Discrimination

If you think that you have been subjected to discrimination under a WIA Title 1-financially assisted program or activity, you may file a complaint within 180 days from the date of the alleged violation with either:

Chico Unified School District Robert Feaster, Assistant Superintendent 1163 7<sup>th</sup> St, Chico, CA 95928 or

> Director Civil Rights Center U.S. Department of Labor Room N-4123 200 Constitution Avenue, NW Washington, DC 20210.

If you file your complaint with the recipient, you must wait either until the recipient issues a written Notice of Final Action, or until 90 days have passed (whichever is sooner), before filing with the Civil Rights Center (see address above).

If the recipient does not give you a written Notice of Final Action within 90 days of the day on which you filed your complaint, you do not have to wait for the recipient to issue that Notice before filing a complaint with CRC. However, you must file your CRC complaint within 30 days of the 90-day deadline (in other words, within 120 days after the day on which you filed your complaint with the recipient).

If the recipient does give you a written Notice of Final Action on your complaint, but you are dissatisfied with the decision or resolution, you may file a complaint with CRC. You must file your complaint within 30 days of the date on which you received the Notice of Final Action.

YouthBuild	
Chico	Job Placement Verification

Thank you for taking the time to fill out this Job Placement Verification form. YouthBuild Chico is required to confirm initial employment and job retention for one year after each graduate's placement. We appreciate your support and would like to be available for your future hiring needs.

<u>Directions</u>: Please complete the Initial Placement Verification upon hiring our graduate. Each quarter thereafter, for three quarters, our Career Counselor will contact you to get updated information.

\*\*This section to be filled out by YouthBuild Chico staff

Employee Name: \_\_\_\_\_

Address:		
(Street) (Co	ity, State)	(Zip)
hone Number:	_ SSN:	
Initial Job Placement Verification	Date of Hire:	
Job Title/Position:		
Name of Employer:		
Employer Address:		
Name of Supervisor:		
Hourly Wage: Hours work		
Name of Company:		
Completed By:		
(Print Name)	(Title/ Po	sition)
Signature:	Date:	
Fax # Phone #	#	
Follow-Up Verification: 1 <sup>st</sup> Quarter	Date:	
1. Is		
<ul> <li>2. Has this employee received a raise or promotion?</li> <li>a. New Hourly Rate: \$</li></ul>		Yes No

Name of Company:		
Completed By:	(Print Name)	(Title/ Position)
gnature:	(11111111111)	
x#	Phone #	

Follo	ow-Up Verification: 2 <sup>nd</sup> Quarter	Date:				
1.	Is	_				
				?	Yes	No
2.	Has this employee received a raise or promotion?         a. New Hourly Rate: \$		No			
	b. New Title/Position:					
3.	What is the average # of hours this employee works	per week? _				
4.	Please list any special awards or recognitions this en	nployee has	received	l for their	work.	
Nam	ne of Company:					
omp	leted By:					
	(Print Name)			(Title/ Pos	sition)	
Sign	ature:	Da	te:			
_						
Fax #	# Phone #					
Fax #	# Phone #					
	# Phone # w-Up Verification: 3 <sup>rd</sup> Quarter					
Follo	w-Up Verification: 3 <sup>rd</sup> Quarter	Date: _				
Follo	w-Up Verification: 3 <sup>rd</sup> Quarter	<b>Date:</b>	loyed at			
Follo 1.	w-Up Verification: 3 <sup>rd</sup> Quarter Is	Date:	loyed at			
Follo 1.	w-Up Verification: 3 <sup>rd</sup> Quarter Is	Date: _ still emp Yes No	loyed at			
Follo 1.	w-Up Verification: 3 <sup>rd</sup> Quarter Is Has this employee received a raise or promotion?	Date: _ still emp Yes No	loyed at	?	Yes	No
Follo 1.	w-Up Verification: 3 <sup>rd</sup> Quarter Is Has this employee received a raise or promotion? a. New Hourly Rate: \$	Date: _ still emp Yes No	loyed at	??	Yes	No
<b>Follo</b> 1. 2.	w-Up Verification: 3 <sup>rd</sup> Quarter Is Has this employee received a raise or promotion? a. New Hourly Rate: \$ b. New Title/Position:	Date:	loyed at	?	Yes	No
<b>Follo</b> 1. 2. 3.	w-Up Verification: 3 <sup>rd</sup> Quarter Is	Date: _ still emp Yes No  per week? nployee has	loyed at o received	for their	Yes work.	No
<b>Follo</b> 1. 2. 3. 4.	w-Up Verification: 3 <sup>rd</sup> Quarter          Is	Date: _ still emp Yes No  per week? _ nployee has	loyed at o received	?	Yes work.	No
Follo 1. 2. 3. 4. Name	w-Up Verification: 3 <sup>rd</sup> Quarter          Is         Has this employee received a raise or promotion?         a. New Hourly Rate: \$	Date: _ still emp Yes No  per week? _ nployee has	loyed at o	d for their	Yes work.	No
Follo 1. 2. 3. 4. Name	w-Up Verification: 3 <sup>rd</sup> Quarter          Is	Date:	loyed at o	for their	Yes work.	No

Fax # \_\_\_\_

Follo	ow-Up Verification: 4th Quarter	D	)ate:			
1.	Is					
2.	Has this employee received a raise or promotion? a. New Hourly Rate: \$ b. New Title/Position:	Yes	No		Yes	No
3. 4.	What is the average # of hours this employee works Please list any special awards or recognitions this en	per wee	ek?			
Nam	e of Company:					
Com	pleted By:					
	(Print Name)			(Title/ Po	sition)	
Signa	ature:		_ Date:			
'ax #	# Phone #	ł				
	10010 //					



Placement Verification
------------------------

Thank you for taking the time to fill out this Post-Secondary Education Placement Verification form. YouthBuild Chico is required to confirm initial college enrollment and retention for one year after each graduate's placement. We appreciate your support.

<u>Directions</u>: Please complete the Initial Placement Verification upon our graduate enrolling and starting college. Each quarter thereafter, for three quarters, our staff will contact you to get updated information.

student Name:			
Address:			
(Street)		(City, State)	(Zip)
Phone Number:		SSN:	
Initial College Placen	nent Verification	Date of Enrollment:	
College Name:			
Address:			
		Phone #:	
Credit Hours Enrolled:			

Signature:	Date:
Fax #	Phone #
Follow-Up Verification: 1 <sup>st</sup> Quarter	Date:
	still enrolled at? Yes No
? Yes No         6. How many credits did the student earn last semester/quarter?	

7. Satisfactory?			
Name of College:			
Completed By:			
	(Print Name)		(Title/ Position)
Signature:		Date:	
- "			
Fax #	Pho	one #	

1.	Is		still enrolled at _			
				?	Yes	No
2.	How many credits did	he student earn last seme	ester/quarter?			
3.	Satisfactory?					
am	e of College:					
		(Print Name)		(Title/ Pos	sition)	
	atura		Date:			
ign						

Follow-Up Verification: 2 <sup>nd</sup> Quarter	Date:			
Follow-Up Verification: 2 <sup>nd</sup> Quarter         1. Is				
1. Is	still enrolled at	?	Yes	
<ol> <li>Is</li> <li>How many credits did the student earn last</li> </ol>	still enrolled at	?	Yes	
<ol> <li>Is</li> <li>How many credits did the student earn las</li> <li>Satisfactory?</li> </ol>	still enrolled at st semester/quarter?	?	Yes	No
<ol> <li>Is</li> <li>How many credits did the student earn las</li> <li>Satisfactory?</li> <li>Name of College:</li> </ol>	still enrolled at st semester/quarter?	?	Yes	No
2. How many credits did the student earn las	still enrolled at st semester/quarter?	?	Yes	No

Follow-Up Verification	: 4 <sup>th</sup> Quarter	Date:			
1. Is		still enrolled at			
			?	Yes	No
2. How many credits	did the student earn last sem	nester/quarter?			
3. Satisfactory?					
J					
-					
Name of College:					
Name of College:			(Title/ Pos	ition)	

Safety Policy

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General Construction Safety Policy

#### I. OBJECTIVE

The Safety Policy of Chico Unified School District YouthBuild\_is designed to comply with the Standards of the Occupational Safety and Health Administration, and to endeavor to maintain a safe and injury/illness free workplace. A copy of the OSHA Safety and Health Standards 1926 and 1910 are available for all employees use and reference. These Standards shall be available in the home office at all times and will be sent to the jobsite on request.

Compliance with the following Safety Policy and all items contained therein is mandatory for all employees of the company. The authorization and responsibility for enforcement has been given primarily to the YouthBuild Administrator. The Construction Supervisor shares in this responsibility as well.

#### II. POLICY

It is company policy that accident prevention be a prime concern of all employees. This includes the safety and well being of our employees, subcontractors, and customers, as well as the prevention of wasteful, inefficient operations, and damage to property and equipment.

#### III. APPLICABILITY

This Safety Policy applies to all employees of CUSD YouthBuild, regardless of position within the company. The Safety Rules contained herein apply to all subcontractors and anyone who is on a company project site.

Every employee is expected to comply with the Safety Policy, as well as OSHA Health and Safety Standards.

#### IV. IMPLEMENTATION

This Safety Policy supports six fundamental means of maximum employee involvement:

- A. Management commitment to safety.
- B. Weekly tool box safety meetings at all jobsites.
- C. Effective job safety training for all categories of employees.
- D. Job hazard analysis provided to all employees.
- E. Audio and/or visual safety presentations given at jobsites by the Construction Supervisor.
- F. Various incentive awards for exemplary safety performance.

The Administrator and Construction Supervisor will meet at least once a month to evaluate all areas of safety and make recommendations to the company president.

#### V. ADMINISTRATION

The Safety Policy will be carried out according to guidelines established and published in this and other related procedures. Specific instructions and assistance will be provided by the YouthBuild Administrator as requested. The supervisor will be responsible for meeting all of the requirements of the Safety Policy, and for maintaining an effective accident prevention effort within his or her area of responsibility. The supervisor must also ensure that all accidents are thoroughly investigated and reported to the Administrator on the same day of the occurrence.

#### VI. REPORTING OF INJURIES

All employees will be held accountable for filling out a "Notice of Injury Form" immediately after an injury occurs, even if medical treatment is not required. (Notice must be made at or near the time of the injury and on the same day of the injury.) Employees must report the injury to their supervisor. A casual mentioning of the injury will not be sufficient. Employees must let their supervisor know:

- A. How they think they hurt themselves.
- B. What they were doing at the time.
- C. Who they were working with at the time.
- D. When and where it happened.
- E. Other pertinent information that will aid in the investigation of the incident.

Failure to report an injury immediately (meaning at or near the time of the injury and on the same day of the injury) is a violation of the Safety Policy, and they may result in immediate termination, in accordance with company policy.

#### VII. NOTIFICATIONS

A. In Case of Serious Injury or Death

After the injured has been taken to the hospital, the leadman/foreman/supervisor shall notify the main office and YouthBuild Administrator as soon as possible. Statements from witnesses shall be taken. Statements are to be signed by witnesses and should include the time and date. Photographs of the area where the incident occurred and any other relevant items are to be taken. The YouthBuild Administrator and Construction Supervisor\_will assist in the investigation. The completed accident report form will sent to the main office.

B. In Case of Inspection by OSHA Inspector

The Construction Supervisor must notify the YouthBuild Administrator that an OSHA Inspector is on the jobsite. It is the responsibility of all employees to make the inspector's visit on the jobsite as pleasant and timely as possible.

#### VIII. BASIC SAFETY RULES

- A. Compliance with applicable federal, state, county, city, client, and company safety rules and regulations is a condition of employment.
- B. All injuries, regardless of how minor, must be reported to your supervisor and the Safety Office immediately. An employee who fails to fill out a "Notice of Injury Form" and send it to the Construction Supervisor can be issued a safety violation notice and may be subject to termination, in accordance with company policy. In the event of an accident involving personal injury or damage to property, all persons involved in any way will be required to submit to drug testing.

- C. Hard hats will be worn by all employees on the project site at all times. The bill of the hard hat will be worn in front at all times. Alterations or modifications of the hat or liner is prohibited.
- D. Safety glasses will be worn as the minimum-required eye protection at all times. Additional eye and face protection such as mono-goggles and face shields are required for such operations as grinding, jack hammering, utilizing compressed air or handling chemicals, acids and caustics. Burning goggles for cutting, burning or brazing and welding hoods for welding, etc., are required.

#### E. Fall Protection Requirements

- 1. Full body harnesses and lanyards shall be worn and secured any time there is a fall hazard of more than six (6) feet.
- 2. Lifelines shall be erected to provide fall protection where work is required in areas where permanent protection is not in place. Horizontal lifelines shall be a minimum of 2-inch diameter wire rope. Vertical lifelines shall be 3/4 inch manila rope or equivalent and shall be used in conjunction with an approved rope grab.
- 3. Structural steel erectors are required to "hook up" with full body harness and lanyard.
- 4. Employees using lanyards to access the work or position themselves on a wall or column, etc., must use an additional safety lanyard for fall protection.
- 5. Manlifts must be used properly. As soon as an employee enters an articulating boom lift and before the lift is started, the employee must put on the harness and attach the lanyard to the lift. Employees are not required to wear harnesses on scissor lifts.
- F. Clothing must provide adequate protection to the body. Shirts must have at least a tee sleeve. Shirts with sleeves and long pants will be worn at all times. No shorts are to be worn on projects. All employees, except welders and burners, must tuck shirt tails inside trousers. Burners and welders will not be permitted to wear polyester or nylon clothing. Sturdy work boots with rigid, slip resistant soles are required. No clogs, tennis shoes or loafers are permitted. Steel-toed tennis shoes with the ANSI label are the only alternative to the leather work boot.
- G. All personnel will be required to attend safety meetings as stipulated by project requirements in order to meet OSHA Safety Standards.
- H. Firearms, alcoholic beverages or illegal drugs are not allowed on company property or in company vehicles at any time. When drugs are prescribed by a physician, Construction Supervisor must be informed. The use or possession of illegal drugs or alcoholic beverages on the jobsite will result in immediate termination.

- I. Housekeeping shall be an integral part of every job. Supervisors\foremen\leadmen and employees are responsible for keeping their work areas clean and hazard-free. Clean up is required when a job is finished at the end of the day.
- J. Burning and cutting equipment shall be checked daily before being used. Flash back arresters shall be installed at the regulators on both oxygen and LP bottles. All gas shall be shut off and hoses disconnected from bottles and manifolds at the end of the work day. Caps shall be replaced on bottles when gauges are removed. When gauges are removed and caps replaced, the oxygen and LP bottles shall be separated into storage areas no less than 20 feet apart with a "No Fire or Smoking" sign posted and a fire extinguisher readily available. Makeshift field repairs will not be allowed.
- K. Drinking water containers are to be used for drinking water and ice only. Tampering with or placing items such as drinks in the water cooler will result immediate termination. The "common drinking cup" is not allowed. Only disposable cups will be used.
- L. All tools whether company or personal, must be in good working condition. Defective tools will not be used. Examples of defective tools include chisels with mushroomed heads, hammers with loose or split handles, guards missing on saws or grinders, etc.
- M. All extension cords, drop cords, and electrical tools shall be checked, properly grounded with ground fault interrupters (GFIs), and color-coded by a designated competent person each month. This shall be part of the assured grounding program. Cords and equipment that do not meet requirements shall be immediately tagged and removed from service until repairs have been made.
- N. "Horseplay" on the jobsite is strictly prohibited. Running on the jobsite is allowed only in extreme emergencies.
- O. Glass containers or bottles of any kind are not permitted on jobsites or in company vehicles.
- P. The jobsite speed limit is 10 MPH. No employee is permitted to ride in the bed of a truck standing up or sit on the outside edges of a truck. Employees must be sitting down inside the truck or truck bed when the vehicle is in motion. Riding as a passenger on equipment is prohibited unless the equipment has the safe capacity for transporting personnel.

- Q. Adequate precautions must be taken to protect employees and equipment from hot work such as welding or burning. Fire extinguishing equipment shall be no further than 50 feet away from all hot work. Used fire extinguishers must be returned to the Construction Supervisor to be recharged immediately. Use of welding blinds is required in high traffic areas.
- R. All scaffolding and work platforms must be built and maintained in accordance with OSHA specifications. All ladders must be in safe condition without broken rungs or split side rails. Damaged ladders shall be removed from service. Ladders shall be secured at the top and bottom and extend three (3) feet past the working surface. Metal ladders around electrical work are prohibited. A step ladder shall never be used as an extension ladder. A step ladder must only be used when fully opened with braces locked.
- S. Crowfoot connections on air hoses shall be wired to prevent accidental disconnection. Compressed air shall not be used to dust off hands, face or clothing.
- T. Report all unsafe conditions and near accidents to the Construction Supervisor so corrective action can be taken.
- U. All floor openings or excavations shall be barricaded on all sides to ensure employees are aware of the hazards. Floor holes shall be covered, with the covers secured and clearly marked.
- V. Warning signs, barricades, and tags will be used to fullest extent and shall be obeyed.
- W. Scaffold Tag System
  - 1. Green tags are to be placed on 100 percent complete scaffolds with all braces, locks and hand, mid, and toe rails in place before use.
  - 2. Yellow tags indicate incomplete scaffolds. If scaffold is missing a hand, mid, or toe board, it must have a yellow tag and employees on it must be tied off at all times.
  - 3. Red tags indicate scaffolds that are in the process of either being erected or disassembled. These scaffolds are not to be used at any time.
  - 4. Scaffold tags should be placed in a highly visible location on the scaffolds for all employees to see.

#### IX. ENFORCEMENT OF SAFETY POLICY

Safety violation notice(s) shall be issued to any employee, subcontractor, or anyone on the jobsite violating the safety rules or regulations by the Construction Supervisor.

- A. Any violation of safety rules can result in suspension or immediate termination.
- B. Any employee receiving three (3) written general violations within a six (6) month period shall be terminated.
- C. Issuance of a safety violation notice for failure to use fall protection or for failure to report a job injury (at the time of the injury) may result in immediate termination, in accordance with company policy.

It is understood that CUSD YouthBuild is not restricting itself to the above rules and regulations. Additional rules and regulations as dictated by the job will be issued and posted as needed.

#### ATTACHMENT A

JOBSITE:\_\_\_\_\_JOB SAFETY CHECKLIST

The following Job Safety Checklist has been condensed and edited from the Occupational Safety and Health Act, Part 1926, Construction Safety and Health Regulations.

A. Safety Rules

\_\_\_\_\_ Hard hats and safety glasses worn.

\_\_\_\_\_ Shirts with sleeves worn.

\_\_\_\_\_ Work shoes worn.

\_\_\_\_\_\_ Subcontractors' personnel hold safety meetings as indicated by project requirements in accordance with OSHA Safety Standards.

\_\_\_\_\_ Work areas safe and clean.

\_\_\_\_\_ Safety mono-goggles/face shields worn when circumstances warrant.

\_\_\_\_\_ Electrical cords and equipment properly grounded with GFI's in place and checked by competent person.

\_\_\_\_\_ No use of alcoholic beverages or controlled substances.

\_\_\_\_\_ Subcontractors provide fall protection for their employees in accordance with OSHA Safety Standards.

\_\_\_\_\_ All scaffolds built to specifications as established by OSHA.

Excavation/trenches sloped or shored as established by OSHA.

\_\_\_\_\_ Drug testing of employees involved in accident(s) resulting in personal injury or property damage.

B. Recordkeeping

\_\_\_\_\_ OSHA poster "Safety and Health Protection on the Job" posted.

a

\_\_\_\_\_ OSHA " 200 Log or Occupational Injuries and Illnesses" posted during the month of February only.

\_\_\_\_\_ Hard hat sign posted in a conspicuous manner.

\_\_\_\_\_ Weekly safety meeting sign-in logs maintained in a folder with a copy forwarded to the main office weekly.

C. Housekeeping and Sanitation

\_\_\_\_\_ General neatness.

\_\_\_\_\_ Regular disposal of trash.

\_\_\_\_\_ Passageways, driveways, and walkways clear.

\_\_\_\_\_ Adequate lighting.

\_\_\_\_\_ Oil and grease removed.

\_\_\_\_\_ Waste containers provided and used.

\_\_\_\_\_ Adequate supply of drinking water.

\_\_\_\_\_ Sanitary facilities adequate and clean.

\_\_\_\_\_ Adequate ventilation.

D. First Aid

\_\_\_\_\_ First aid stations with supplies and equipment. The expiration dates of supplies checked monthly. Expired supplies discarded.

\_\_\_\_\_ Trained first aid personnel.

\_\_\_\_\_ Injuries promptly and properly reported.

E. Personal Protective Equipment

\_\_\_\_\_ Hard hats.

\_\_\_\_\_ Hearing protection.

\_\_\_\_\_ Eye and face protection.

\_\_\_\_\_ Respiratory protection.

\_\_\_\_\_ Fall protection.

F. Fire Protection

\_\_\_\_\_ Fire extinguishers charged and identified.

\_\_\_\_\_ "No Smoking" signs posted.

\_\_\_\_\_ Flammable and combustible material storage area.

\_\_\_\_\_ Fuel containers labeled.

G. Hand and Power Tools

\_\_\_\_\_ Tools inspected.

\_\_\_\_\_ Power tools properly guarded.

\_\_\_\_\_ Safety guards in place.

H. Welding & Cutting

\_\_\_\_\_ Compressed gas cylinders secured in vertical position.

\_\_\_\_\_ Hoses inspected.

\_\_\_\_\_ Cylinders, caps, valves, couplings, regulators, and hoses free of oil and grease.

\_\_\_\_\_ Caps on cylinders in storage in place.

\_\_\_\_\_ Flash back arresters in place.

\_\_\_\_\_ Welding screens in place.

\_\_\_\_\_ Fuel and oxygen cylinders separated in storage.

I. Electrical

\_\_\_\_\_ All portable tools and cords properly grounded [Ground Fault Interrupters (GFIs) properly installed].

\_\_\_\_\_ Daily visual inspection of caps, ends and cords for deformed or missing pins, insulation damage and internal damage.

\_\_\_\_\_ Tests of cords, tools and equipment for continuity and correct attachment of the equipment grounding connector (GFI) to the proper terminal made every month and:

- 1. Prior to first use.
- 2. Prior to return to service after repairs.
- 3. Prior to return to service after incident that may have caused damage to cord or equipment.

\_\_\_\_\_ Cords and equipment not meeting requirements immediately tagged and removed from service until repairs have been made.

J. Ladders

\_\_\_\_\_ Inspected at regular intervals.

\_\_\_\_\_ No broken or missing rungs or steps.

\_\_\_\_\_ No broken or split side rail.

\_\_\_\_\_ Extend at least 36 inches above landing and be secured.

\_\_\_\_\_ Side rails of 2 x 4 up to 16 feet, or 3 x 6 over 16 feet.

K. Scaffolding

\_\_\_\_\_ Inspected at regular intervals.

\_\_\_\_\_ Footings are a sound ridge and capable of carrying maximum intended load.

\_\_\_\_\_ Tied into building vertically and horizontally at 14 foot intervals.

\_\_\_\_\_ Properly cross-braced.

\_\_\_\_\_ Proper guardrails and toe boards.

Scaffold planks capable of supporting at least four (4) times the maximum intended load. No unstable objects such as concrete blocks, boxes, etc., used as scaffold foundations. Use of OSHA Scaffold Tagging Program. Guardrails, Handrails and Covers L. Guardrails, handrails and covers installed wherever there is danger of employees or materials falling through floors, roots or wall openings and shall be guarded on all exposed sides. Posts at least 2 x 4 stock and spaced no more than eight (8) feet apart. \_\_\_\_\_ Top rail 42 inches above the floor and of 1 x 4 stock. Intermediate rail 21 inches above the floor and of 1 x 4 stock. Guardrail assemblies around floor openings equipped with toe boards. Toe boards at least four (4) inches above the floor level with no more than 1/4 inch clearance above the floor level, when there are employees below or when conditions dictate. Hole covers permanently attached to the floor or structure and identified with a hole cover sign stenciled with the word "Danger". Hole covers for holes two (2) inches or greater in diameter made of at least 3/4 inch plywood or heavier.

#### M. Material Hoists

\_\_\_\_\_ Inspected at regular intervals.

\_\_\_\_\_ Operating rules posted at operators station.

"No Rider" signs prominently posted at all stations.

\_\_\_\_\_ All entrances properly protected.

\_\_\_\_\_ All entrance bars and gates painted with diagonal contrasting stripes.

\_\_\_\_\_ Experienced operators.

\_\_\_\_\_ Current crane certification inspection sticker and papers on the rig.

#### N. Motor Vehicles

\_\_\_\_\_Lights, brakes, tires, horn, etc., inspected at regular intervals.

\_\_\_\_\_ No overloaded vehicles.

\_\_\_\_\_ Trash trucks have covers.

\_\_\_\_\_ No riding on the edge of pickup truck beds.

\_\_\_\_\_ No riding on concrete trucks, loaders, backhoes, etc.

\_\_\_\_\_ Functioning back-up alarms on loaders, tractors, backhoes, etc.

\_\_\_\_\_ Fire extinguishers installed and readily available.

\_\_\_\_\_ Seat belts worn at all times.

#### O. Material Storage and Handling

\_\_\_\_ Material at least two (2) feet from edge of excavation site.

\_\_\_\_\_ Proper temperature and moisture levels for safe storage of materials to prevent deterioration or volatile hazards within the storage area.

\_\_\_\_\_ Inventory maintained and inspected frequently.

\_\_\_\_\_ Proper protective gear worn when handling chemicals.

P. Concrete, Concrete Forms and Shoring

\_\_\_\_\_ Full body harnesses as positioning devices for employees tying rebar greater than six (6) feet above adjacent working surface have

\_\_\_\_\_ Automatic shut-off switches on trowel machines.

\_\_\_\_\_ No riding on concrete buckets or flying forms.

\_\_\_\_\_ All forms properly shored.

\_\_\_\_\_ Single post shores braced horizontally.

#### Q. Use of Cranes and Derricks

\_\_\_\_\_ Prohibition of the use of cranes or derricks to hoist employees on a personal platform except in the situation where no safe alternative is possible.

#### ATTACHMENT B

JOBSITE:	SAFETY EQUIPMENT CHECKLIST
JODSIIL	SALLI LQUI MENT CHECKLIST

The following is a list of Safety Equipment that should be on the job, if required, or available from the Construction Supervisor\_at all times. Equipment should be checked at intervals in accordance with the applicable OSHA Safety Standards by the Superintendent to ensure that all required equipment is present and in good condition.

- \_\_\_\_\_ Safety goggles, shields, and glasses.
- \_\_\_\_\_ Hearing protection.
- \_\_\_\_\_ Respirators.
- \_\_\_\_\_ Hard hats.
- \_\_\_\_\_ Fire extinguishers (properly charged).
- \_\_\_\_\_ First aid kit (check list inside kit).
- \_\_\_\_\_ Stretcher or stroke litter (tool room).
- \_\_\_\_\_ Welding masks and goggles.
- \_\_\_\_\_ Storage racks for compressed gases.
- \_\_\_\_\_ Guards on all power tools.
- \_\_\_\_\_ Trash barrels.
- \_\_\_\_\_ OSHA forms posted.
- \_\_\_\_\_ Company "Safety Policy" packet posted.
- \_\_\_\_\_ Company "Hazardous Communication Program" packet posted.
  - \_\_\_\_\_ Emergency vehicle (vehicle designated to carry injured to hospital).

#### ATTACHMENT C

JOBSITE:	SAFETY MEETING REPORT

A safety meeting report is signed to indicate attendance. The form has room for employees to sign after attending their weekly safety meeting. This form shall be filled out for each jobsite safety meeting that is held. After completion of the form, make a copy to maintain at each jobsite and return the signed original copy to the main office.

Safety Meeting Date: Job Address:	afety Meeting Date:	Job Address:
-----------------------------------	---------------------	--------------

Topic:\_\_\_\_\_

Safety Meeting Conducted by:

Employee Name (printed)	Employee Signature	Job Title

#### ATTACHMENT D

#### EMPLOYEE ACKNOWLEDGMENT

I state that I have attended the safety orientation, and have read and received a copy of the CUSD YouthBuild safety rules and regulations.

I further state that I understand these rules and acknowledge that compliance with the safety rules and regulations is a condition of employment. If I violate the safety rules or fail to report an injury to my supervisor immediately, I understand that I am subject to termination, in accordance with company policy.

**Employee Signature** 

Date

YouthBuild Chico Administrator

Date

cc: Construction Supervisor

#### ATTACHMENT E

CUSD YOUTHBUILD JOBSITE: \_\_\_\_\_

Instructions: Supervisor: Draw a plan of the jobsite. Indicate emergency exits on the plan. In case of fire, show direction of egress and where to meet for check in. File a copy each map with Construction Supervisor and YouthBuild Administrator. Post each jobsite map on the jobsite and discuss egress for emergencies with YouthBuild participants.

#### APENDIX

#### CUSD YOUTHBUILD SUBRECIPIENT MONITORING

The purpose of oversight and monitoring is to ensure the integrity of the Department of Labor Employment and Training Administration YouthBuild funds awarded to Chico Unified School District, to review performance, assess compliance with applicable laws and regulations and identify successful methods and practices that serve to enhance the YouthBuild program as a whole through continuous improvement.

The monitoring process should be accomplished through a combination of desk and on-site reviews. Desk reviews are used for collecting and analyzing information and to support on-site reviews/monitoring. Desk reviews analyze existing data such as required monthly financial reports, vouchers, contracts, budgets, and prior audits and monitoring reports. The designated staff member assigned for monitoring (Monitor) should gather available, up-to-date, written policy, procedures or other guidance governing the systems, programs and contracts under review. The desk review may include telephone and/or e-mail contacts with the entity under review or other entities that may have relevant information that may impact the desk review. The Monitor should be prepared to provide on-site technical assistance as a result of issues disclosed during the desk review process.

On-site reviews are the fundamental component of monitoring and employ data collection techniques using formal monitoring guides. The on-site reviews should be conducted per a monitoring schedule. The on-site review allows for the verification of items contained in the contract or grant agreement or which were identified in the desk review. Additional on-site reviews may also be conducted on an as-needed basis, should issues arise that require immediate attention. The Monitor should be prepared to provide on-site technical assistance during the conduct of an on-site review.

If the program, financial and performance monitoring functions are to be conducted by separate individuals, it is suggested that where appropriate and possible, the scheduling of the monitoring reviews be a coordinated effort so as to minimize disruption of the operation of the subrecipient.

#### MONITORING SCOPE AND FREQUENCY

THE SCOPE AND THE FREQUENCY OF THE REQUIRED OVERSIGHT AND MONITORING MUST INCLUDE THE FOLLOWING REVIEWS:

#### I. PROGRAM

• SUBRECIPIENT CONTRACT REVIEWS (SEMI-ANNUAL)

#### II. FINANCIAL

- SUBRECIPIENT MONITORING (SEMI-ANNUAL)
- DESK REVIEWS OF SUBRECIPIENT EXPENDITURE REPORTS (SEMI-ANNUAL)

#### **III. PERFORMANCE AND ACCOUNTABILITY**

• PERFORMANCE OUTCOMES (QUARTERLY)

The frequencies identified above are minimum levels. Factors that influence whether more frequent monitoring is needed include the following:

• The dollar amount obligated to the subrecipient

- Subrecipients with prior audit or monitoring findings or history of poor performance
- High profile programs or activities
- Programs administered by inexperienced subrecipients
- Subrecipients that have inexperienced staff or have experienced a change in key staff
- Programs where the subrecipient has requested an on-site visit
- Subrecipients that have not been visited recently
- Type of sub-award (multi-year vs. single year)
- Subrecipients that are not financially stable
- Subrecipients that have not conformed to terms and conditions of previous awards
- Issues identified by the desk reviews that require on-site follow-up

The Monitor will draft a plan of review for all subcontractors. Actual visit dates will be set up no more than one month in advance.

#### MONITORING PROCEDURES

The monitoring procedures and instructions specific to each of the above topics are presented in the individual sections of this guide. Review items are presented in two primary formats: items with check boxes requiring a "yes," "no," or n/a (not applicable) response; and items requiring the entry of a numerical or narrative response. Each review section has a space provided for comments. Monitor(s) must provide an explanatory comment for any item answered with a "no." Any other comments are left to the monitor's discretion. If that staff member determines a review item is not applicable; the n/a box must be checked.

# Monitoring procedures and instructions that are universal and applicable to all the on-site review topics are presented below:

#### A. Monitoring review set up

- 3. Contact the subrecipient to obtain a start date and advise them of the scope of the monitoring review.
- 4. If requested, prepare and transmit a letter confirming the date and scope of the review send it to the subrecipient.
- 3. Telephone the subrecipient prior to the start date of visit as a reminder.

#### **B. Entrance Conference**

- 2. Arrange for an entrance conference. However, a formal entrance conference is not always necessary. The decision to have an entrance conference should be a mutual one between the subrecipient and Monitor. Instances where an entrance conference would be necessary are:
  - a. This is the initial visit
  - b. There are major problems with the subrecipient's financial or program systems
  - c. An entrance conference is requested by the subrecipient
- 2. When an entrance conference is held the subrecipient's Executive Director and appropriate staff should attend.

- 3. Subjects discussed at an entrance conference may include, but are not limited to:
  - d. The purpose of the visit
  - e. The procedures to be used by the Monitor
  - f. Problems disclosed during prior review visits
- 4. Create a record of the meeting in the Entrance/Exit Conference Exhibits included in the guides.

#### **C. Sampling Procedures**

Transaction testing comprises a significant portion of the on-site review. Since it is rarely cost effective to examine all transactions, monitors should consider examining a representative sample or cross-section of the items that make up the various classes of transactions. Sampling implies gathering evidence to use as a basis for making valid inferences about the characteristics of the population as a whole. The characteristics of most concern when conducting monitoring are the effectiveness of control procedures, the accuracy of transaction processing, the reliability of agency records and systems, and the accuracy of account balances. Important decisions for the monitor to make include:

Which population should be tested and for what (population)?

- How many items should be included in the sample (sample size)?
- Which items should be included (selection)?
- What does the sample information tell about the population as a whole (evaluation)?

Taking these factors into consideration, the Monitor can use statistical or non-statistical (judgmental) sampling. When used properly, either sampling approach can be effective. The advantage of statistical sampling stems from its objectivity, helping the monitor to design efficient samples, measure the efficiency of the evidential matter obtained, and evaluate the sampling results. Combining statistical sampling with good monitoring judgment generally produces a higher-quality monitoring conclusion than using monitoring judgment alone.

It is up to the Monitor to evaluate the individual and situational costs and benefits associated with each sampling approach before making a determination on which one to use.

Whichever sampling method is chosen by the Monitor, the methodology should be clearly identified in the staff member's work papers. The Monitor must also make judgments about what represents a tolerable error rate and what additional work (e.g. increasing the sample size) may need to be performed if that rate is exceeded.

#### **D.** Technical Assistance

There are no set procedures to follow for providing technical assistance. Each situation is unique. The Monitor must determine what is appropriate in the given circumstances. However, it should be kept in mind that the act of identifying an issue without accompanying technical assistance in the creation and implementation of corrective action results in little improvement. All technical assistance given should be documented in the work papers. Any necessary follow-up assistance should also be detailed in the work papers.

#### E. Exit Conference

- 1. An exit conference is to be held at the end of every review visit.
- 2. In arranging the time for the exit conference, ensure that the subrecipient's Executive Director and appropriate staff are available to attend.
- 3. Subjects discussed at the exit conference may include, but are not limited to:
  - a. Findings disclosed during the review
  - b. Action taken to resolve prior findings
  - c. Required corrective action and timeframes

- d. Technical assistance to be provided by the Monitor
- e. Timeframes for issuance of written report
- 4. Open discussions should be encouraged at the meetings.
- 5. Create a record of the meeting in the Entrance/Exit Conference Exhibits included in the guides.

#### F. Monitor's Work Papers

Monitoring work papers record the activities that took place during the monitoring visit and form the rationale for the monitoring report. Extensive notes are a necessary part of the review process and serve to validate the information collection process. Monitoring work papers should:

- 1. Detail the source of the information acquired and conclusions reached.
- 2. Document the weaknesses and deficiencies disclosed by the review.
- 3. Be complete, timely and fully reflect the review steps taken by the Monitor.
- 4. Go through a supervisory review process.

#### **G. Monitoring Report**

When the on-site monitoring review has been completed and the work papers have been fully prepared, a report must be written reflecting the purpose and scope of the review. The report should clearly identify all findings and required corrective action including any necessary adjustments to the related financial reports. Written monitoring reports should be structured to assist the subrecipient in reaching their goals by providing feedback to them regarding program, financial, compliance and performance issues.

The findings to be identified in the written monitoring report should reflect a concise statement of fact and include the following information:

- Background information
- Problem analysis
- Outline of what was reviewed
- Size of the sample taken (if appropriate)
- Conclusions reached
- Recommendations for corrective action including timeframes

Preparation of the report and supervisory review should ideally be done within 10 days of the exit meeting. The report should be issued to the subrecipient's Executive Director within 30 days of the review's start date. If reasons exist such that the report cannot be issued within this timeframe, the work papers should detail these reasons. The CUSD Director of Education Services and the Director of Fiscal Services will be sent the report.

For this purpose, **significant findings are defined as** those findings that: may have a material impact on the financial reports which CUSD submits to DOLETA; may materially impact the ability of CUSD to meet established program performance measures; or represent a substantial violation of DOL statutory and regulatory requirements.

#### H. Sanctions

CUSD should consider imposing sanctions against a subrecipient should the subrecipient agency willfully and flagrantly fail to take timely and responsive corrective action in response to significant issues identified in the monitoring report. The specific sanctions that can be imposed should relate to the specific violations and/or to the

scope of violations. Sanctions include the following items:

- Suspension of the affected program until corrective action is implemented
- Increased documentation requirements and/or increased monitoring frequency and/or scope
- Disallowance of costs associated with the particular violation or deficiency and seek repayment
- Denial or adjustment of requests for DOL funds until the violation or deficiency has been corrected
- Reallocation of unexpended or unobligated funds
- Contract cancellation

# CUSD YOUTHBUILD CHICO PARTICIPANT SELECTION PROCESS

# **Probee (applicant) to Recruit to Boot**

Pre-Probee activities (Pre-Mental Toughness

- Attend an AFWD YBC informational meeting
- Prepare initial AFWD paperwork
- Attend a YBC Orientation
- Complete ALL AFWD paperwork
  - Attend on onsite YBC Site Orientation

#### Becoming a Probee

- Attend Mental Toughness Week first day orientation
- Get assigned to a Crew
- Get assigned a Crew Responsibility
- Complete all Crew and individual initial activities (ie development of Crew Flag)
- Demonstrate leadership, followership, teamwork
- 100% daily attendance and participation

#### Becoming a Recruit

- Complete all Crew group responsibilities
- Complete individual Crew responsibilities
- Complete the ALL AFWD and YBC required paperwork
- Maintain outstanding Attendance

- Complete 10 hrs in 10 days of Community Service and Site Responsibilities
- Complete the MTW Challenge Handbook activities
- Complete the Scavenger Hunt
- Learn and demonstrate the 6 YBC Posting Stations
- Learn and demonstrate the 4 YBC Physical Fitness Test Stations
- Score an 85% or higher on all MTW quizzes and tests
- Score an 85% or higher on the Final
- Complete the Self Evaluation
- Score an 85% or higher on the All Staff Evaluation
- Prepare for and complete the Recruit Interview with Staff

#### Becoming a Boot

- Maintain 100% Attendance
- Complete the Self Evaluation
- Score an 85% or higher on the Staff Evaluation
- Complete the Staff Interview
- Demonstrate proficiency in the 6 YBC Posting Stations
- Demonstrate proficiency in the 4 station Physical Fitness Test
- Learn ALL Staff and Boots names
- Score an 85% or higher on the All Staff Evaluation
- Prepare for and complete the Boot Interview with Staff

# Appendix

#### YouthBuild Chico Schedule- See Attachment

## **Outreach Flyer- See Attachment**

**Community Service Form-**

# Recruit

Name:\_\_\_\_\_

Community Service Hours Week Ending\_

Date	Activity	Supervisor Name and Signature

Mou between CUSD and John Muir Charter School- See Attachment

**Check Run Schedule- See Attachment** 

**YBC Participant Manual- See Attachment** 

**MOU Between AFWD and CUSD- See Attachment** 

revised August 4, 2016

# YouthBuild Chico Participant Handbook

# "I Can, I Will, I Did"

#### A Message from YouthBuild Chico and John Muir Charter School Staff

YouthBuild Chico and John Muir Charter School staff welcome you to the beginning of what we all hope will be a transformation in your life. The transformation is yours and yours alone.

YouthBuild Chico will provide you with many opportunities to complete your education, gain skills that will make your more competitive in the workforce, and challenge yourself in becoming a leader for yourself, your family, the program, and the community. We are not a program of perfection rather we are a program of continuous improvement. Our ultimate goal for you is *lifelong sustainable employment*.

We have all faced roadblocks and stumbled in the past, but your fellow students, staff and partners are here to help you move forward in your life. More importantly, you are a part of and have the support of an extended family: a YouthBuild family. Becoming a YouthBuild family is the defining piece of the program that makes everything work. Regardless of your present associations, past associations, race, creed, religion, or other beliefs, we will put differences aside and become brothers and sisters and be each other's keepers. In doing so, we hope to empower you to recognize your potential and achieve your personal goals.

While you are working on your personal transformation, we believe you have something to contribute to your community. We will work together to find ways to support, serve, and positively impact Chico and Butte County.

#### We are ready - are you?

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# **INTRODUCTION**

You have been selected to participate in the YouthBuild Chico (YBC)/John Muir Charter School program (JMCS). The program consists of two parts: (1) the JMCS Education program, and (2) YouthBuild Chico. The JMCS Education program focuses on high school diploma completion, life skills and leadership. The YouthBuild Chico portion of the program encompasses vocational education and trade-specific certifications, and career development through the Alliance for Workforce Development (AFWD) in addition to all the JMCS Education program offers. You are taking on the responsibility of becoming a leader for yourself, your family, YouthBuild Chico and your community. Congratulations!

#### YouthBuild Chico's goals are to:

- Overcome Barriers
- Complete a High School Diploma or GED
- Participate in On the Job Vocational Training
- Complete Community Service Projects
- Set Goals for the Future
- Achieve lifelong sustainable employment

In joining YBC, you are saying that you want to improve yourself, the lives of those around you and the community in which you live. You have chosen to become a leader by participating in something great in the Chico, Butte County community. We want you to be proud to represent the program long after your training with us has ended.

We believe that it is important to have a support network, both within and outside of YBC. This may include your parents, guardians, mentors, spouses, peers, and others in your community. We welcome their ideas, questions, and support of your efforts.

YBC will challenge you and support you to perform to the best of your ability in the classroom and the larger community, but **you** must be an active part of this work! We believe if you do well here, you will do well in life. The people you work with (other participants, instructors, program directors, and other staff) are your friends and community. We all want the very best for you.

#### YouthBuild Chico operates on a core set of principles:

- We are here to provide a learning environment that protects young adults from harm and supports them to make positive changes in their lives;
- Help young adults to master new skills and knowledge for success in school and work, responsibility at home, and civic leadership;
- Build tangible community assets in service to others in our communities;
- Offer opportunities for young adults to participate in leadership roles in this program and in your community; and
- Offer skills and opportunities for young adults to sustain a healthy, safe, livelihood with a path to a productive career;

#### YouthBuild Chico's core set of values:

- Profound respect for the intelligence of young adults;
- Work for positive change for both young adults and their communities;
- Adherence to established YBC principles and standards for program design and performance;
- Commitment to transparency and integrity within our organizations and our network;
- Respect and cooperation across cultures and nations;
- Commitment to using our resources to develop local capacity;
- Alignment with other compatible international efforts to support youth and community development; and
- Advocacy for expanded resources for the protection and development of young adults.

## I. PROGRAM EXPECTATIONS

#### Goal Setting for the YouthBuild Chico Program

You may have heard that it is hard to get anywhere if you do not know where you are going. In order to help you decide where you are going and how to get there, you will meet with a staff member to develop an individual development plan that identifies your educational, career, and personal goals.

Once the JMCS staff has completed their assessments of your academic levels, and determined what it will take for you to earn a High School Diploma through JMCS, the school staff will establish any assistance you may need for your academic goals. These goals will become part of your <u>Student Achievement Plan</u> with JMCS.

Your overall goal for the program is to fully commit yourself to your academic, vocational, leadership and career goals, and participate with excellent attendance in the program and community service.

#### **High School Diploma Earned**

During the academic part of the day, YBC participants will be working toward earning a High School Diploma. Your instructors will be establishing weekly work requirements necessary for you to reach your educational goals. Your educational commitment to the program will be to meet those weekly requirements. If you are far behind in credits and need to take the GED exam, preparing for the High School Diploma assists you in this task.

#### **Vocational Skills Training**

All YBC participants will learn valuable vocational skills. Whether or not this is a goal for you, what you learn in skills training will be very valuable in your future. You will learn how to work as part of a team towards goals established by your skills instructors. Your instructors will function as your **employer** while you are at YBC. You will be expected to show commitment to vocational skills training by fully participating and making an effort to do the best you can.

#### Leadership

We have high expectations for you to become a responsible and effective leader by learning to take care of yourself, your family, this program, and your community. As a leader within YBC, you will have opportunities to be a part of a leadership council, site leadership opportunities, and other roles that help shape the program and allow you as individuals to develop your leadership skills.

#### **Community Service**

As part of leadership development, all participants are **required** to complete a *minimum* of 10 hours Community Service hours each month for a total of 75 hours during the time you are in the program, which may include a group service project. These activities can include using construction skills learned in YouthBuild to help community residents, schools, parks and senior residential communities. Students may choose to work with the homeless, volunteer at a community food bank or to volunteer for special projects. The YBC staff welcomes student ideas for service projects. Community Service may take place outside normal program hours. The YBC staff will help schedule initial events and you will be required to organize subsequent events.

#### **Program Completion**

The academic education and vocational training will last until you complete at a minimum 7 and ½ months, acquiring your Diploma and finish vocational training. YBC is committed to making sure participants continue to succeed after they leave the program. For this reason, we will make every attempt to assist you after you complete the program. It is your responsibility to make sure that we have up-to-date information on where you can be contacted for a minimum of 12 months after you complete YBC.

#### **II. PROGRAM ELEMENTS**

The YouthBuild program elements set the standards of performance and behavior for all participants. We want to create an atmosphere of respect, responsibility, and cooperation so you can successfully accomplish your goals and the program can meet its objectives.

Before you are enrolled as a participant at YBC, you will need to present documents that prove you are eligible for YBC. You should have completed enrollment documents and participated in an orientation with AFWD before you start Mental Toughness. Those documents include completing an application, presenting your Social Security Card and approved photo ID, and for males over the age of 18 proof of registration with the Selective Service Administration.

#### **Mental Toughness Challenge**

#### What is Mental Toughness?

Mental Toughness is an orientation for YBC aimed at preparing you for the program, assessing your readiness and academic needs. This is also an important time for the staff to get to know who you are and for you to know who we are. During this time, you will attend YBC each day and experience the opportunities this program can offer you. If the program seems right for you and if you have a successful experience during Mental Toughness, then you will be asked to become an YBC participant and attend the JMCS education program.

#### What is hard about the Mental Toughness Challenge?

- No tardies, no absences or leaving early is allowed.
  - Absences for special circumstances **may be** considered by the Mental Toughness Week Director. Thus, as you apply to YBC, think about transportation and how you will get here each day.
  - If you have children, you might want to also get a back-up sitter or let YBC staff know if you need assistance in finding child care services.

# • Commitment

- We want to give each trainee time to become committed to working on the various components of the program, which help you move from **dependency to self-sufficiency**.
- Each successful probable participant (Probee) learns how to look at attitudes and behaviors that need to be changed; each successful participant learns to address issues of participation and attendance during this period.

## • Participation

• 100% participation in all activities, including **physical training**, from participants will gain them acceptance into the program.

Ultimately, we expect all Probees to help themselves, to ask questions, to come to conclusions, and to care about their families and the program. We are looking for Probees who want to turn their lives around and have strong, positive educational and career life goals.

#### **Enrollment**

You are enrolled in YouthBuild Chico program when you have completed the following:

- Successful completion of Mental Toughness
- John Muir Charter School Enrollment
- Assessment testing for John Muir Charter School
- Complete and sign all YouthBuild Chico enrollment forms
- Complete Emergency Card and Health information form
- Submit to pre-employment and employment drug testing, as required

#### **Five Components of YouthBuild**

There are five components and each requires your participation and positive spirit. Your nonparticipation is not an option. Each component will help you become an effective leader for yourself, your family, and your community.

#### 1. Education Program: High School Diploma

All participants will work towards their High School Diploma through John Muir Charter School. Classes will be held at the YBC site. YouthBuild Chico participants are expected to be an active partner in their education- YBC is a program of choice!

# 2. Counseling/Life Skills/Community Service

YouthBuild Chico will assist you in more than academics and vocational training. In addition to school and construction, YouthBuild will work with you in the following areas as you need assistance.

- Life Skills counseling
- Job Readiness workshops
- Referral to drug and alcohol counseling (if needed)
- Referral to housing agencies (if needed)
- Referral to anger management classes (if needed)
- Referral to food assistance programs (if needed)

## 3. Construction and other Vocational Trainings

- Hands-on construction training with local agencies, such as Habitat for Humanity Butte
- Construction Lab based on NCCER and MC3 Construction Certification
- Post-secondary education or vocational training placement assistance
- YouthBuild Chico participants will learn hands on construction by helping to renovate and/or build low-income housing in Chico and Butte County in partnership with Habitat for Humanity Butte, and other local organizations. The Construction Supervisor and his/her site assistants will be responsible for your training at the school and worksite. Keep in mind that even in bad weather, there will be construction activities in which you will be expected to show up on time and participate. Tests will be given throughout the on-site training to measure each participant's progress in developing marketable skills. Mastery of those skills is required to meet program completion.

In addition to vocational skills, participants will be evaluated on their work habits and work ethics. These work skills include time management, following work rules, dependability, effective communication, and cooperative attitude towards supervisors and co-workers. The program will make available a hard hat, safety glasses, ear protection, tool belt, and personal hand tools for use during the construction program. You will be assigned extra work to cover the cost of replacing any lost item(s).

# 4. Job Readiness, Career Development, and Exploration

YBC is a job-training program. Our job readiness expectations are designed to help you develop skills that you need to succeed in any work or educational setting. Job and college readiness is included in every part of the YBC program and focuses on the 4 A's:

- Attitude
- Attendance
- Appearance
- Appropriate Language and Behavior

In addition, participants will learn and apply:

- Skill, interest and ability assessments to aid in career planning
- Communication and conflict management
- Self-esteem building
- Job retention skills
- Job responsibilities
- Job search techniques and resources
- Basic math, reading and computer skills
- Portfolio development (applications, resume, cover letter, certificates, etc.)
- Interview techniques

The Alliance for Workforce Development (AFWD) is the career development training agency for YBC. AFWD is a public workforce agency and is designed to prepare you for immediate entry

into the job market. Participants will assess their skills and learn how to apply them toward their career goals. The process will enable the participants to secure *lifelong sustainable employment* because of the enhanced communication and job skills taught.

#### 5. Leadership Development

YouthBuild Chico believes that society needs more ethical and effective leaders. We also believe that it is important for young adults to have experiences that allow them to develop and use leadership skills. You will have many opportunities to take on leadership roles, both in the classroom and at the construction site. You will be encouraged to take a role in bringing about positive changes in your neighborhoods, communities, and in the program.

Examples of leadership opportunities:

• YBC Boots (enrolled participants) on the leadership council are elected by their peers to assist in specific areas related to decision-making processes that affect the program. These leaders share responsibilities, which may include:

- Recommending improvements in program policies and services
- Planning and coordinating events
- Reporting to and consulting with the rest of the program
- Solving problems as needed
- Work Site Site leaders will be assigned various tasks, which allow them to practice leadership and responsibility.
- Community An important part of leadership involves giving back to your own community. Participants will be involved in projects designed to improve the community through beautification projects, school clean ups, and other volunteer services.

#### **Procedures in the Classroom and on the Job Site:**

The workday is from 8:15 a.m. and ends at 4:15 p.m. If you arrive after 8:15 a.m. attendance will documented by your punching in on the time clock. There will be repercussions if you are late to class, late to the worksite, return late after break, or return late after lunch, or leave class or the worksite. The instructor will document it. You will lose pay per the schedule at the end of this handbook.

You are expected to arrive at class or the job site prepared to work and wearing approved work clothes, as described in the Dress Regulation Section. During the construction portion of the day, you must wear a hard hat on the work site at all times, wear your work boots, belt, and safety glasses. Work gloves are to be worn as required by your instructor. You will not be allowed to work if you are not prepared. Once your tools are issued, you are responsible for their care and must return them at the end of construction class as required by your instructor. If you lose or destroy any tool, you will be required to serve additional hours outside the program schedule to replace it.

When you come to academic class, come prepared with appropriate materials and homework, as needed.

# **Program Completion**

In order to successfully complete the program, participants **must** meet the criteria indicated in each of the areas below:

# Participation

Participants are required to be enrolled in the program a minimum of seven and a half months.

With the recommendation of the program director and where appropriate, participants who excel may go on a condensed track moving into one or more of the following:

- High School Diploma
- CAHSEE completion
- NCCER and MC3 Construction Training Certificates
- Community Service- requirement 10 hours a month which may include 1 group Community Service
- College Enrollment or Job Placement

#### Attendance:

Participants are required to have a minimum 85% average attendance in the program **Academic:** 

Participants must attain a High School Diploma or GED

#### **Skill Competencies:**

Participants will be expected to achieve above satisfactory progress in the following components:

- Academic
- Vocational Skills
- Leadership
- Community Service

#### **III. INDIVIDUAL EXPECTATIONS**

We expect the best of you. The fact that you were accepted into the YouthBuild Chico program means that we trust that you want to learn and grow. We want to help you reach your educational and vocational goals.

#### **Doing Well in the Program includes:**

- Regular daily attendance
- Punctuality
- Dedication to the YouthBuild Chico program and mission
- Being clean on a drug test
- Getting along well with co-workers and staff
- Follow the uniform policy
- Work hard in academic and vocational training programs
- Participate in all activities
- Develop and demonstrate good personal relationships
- Represent YouthBuild Chico in a positive way
- Participate in community service
- Work towards becoming a leader in the community

#### At All Times We Expect You To:

- Be reliable
- Be respectful
- Do the best you can
- Look out for others and offer help if needed

- Care for your tools, books and classroom materials, including all work and classroom space.
- Bring a cooperative attitude each day
- Be a good team member
- Show initiative and leadership

### **Code of Conduct**

As part of "Appropriate Language and Behavior", the staff has specific expectations of you:

- Not using drugs or alcohol during program enrollment
- Taking breaks only when approved by staff and returning from breaks on time
- Not using cell phones during program hours, except during breaks
- Not using headphones and not eating or drinking while working
- Headphones are never to be used on the construction worksite
- Using appropriate language and actions, no cursing or sexual harassment

You will receive regular evaluations prepared by YouthBuild staff. Review Nails BRRP policy

## **Dress Code**

Whether in the classroom or on the work site, appropriate dress is mandatory. Although safety is a primary concern, appearance is also a consideration. Failure to comply with this dress code, particularly this provision, is a corrective action and will bring about consequences, which are detailed in this manual. See also the Dress Regulation section under the Code of Conduct for more on appropriate dress. For YouthBuild participants, proper uniform will be provided based on availability and need.

#### The following items are <u>not</u> allowed:

- Any devices with earphones
- Dark sunglasses or mirrored glasses
- Baggy or sagging pants (belts must be worn)
- Cell Phones (must be turned off)
- Overly tight or skimpy clothing
- Emblems or logos on clothing with weapons, drugs, alcohol, or that promote violence
- Sexually explicit or suggestive logos or profanity.
- Hats, hoods, bandanas (when permissible on job sites)
- Gang related attire
- Sleeveless shirts or tank tops
- Undergarment in sight

At all times, cover tattoos if they are gang-related, endorse drugs or alcohol, or use profanity or graphic sexual references or racial references.

CELL PHONES: Participants are not to use cell phones at any YouthBuild Chico site except during a designated break or lunch. If you are using a cell phone during educational or site work time, you will be asked to turn it in to the teacher. Use of a cell phone during non-break times may result in disciplinary action and loss of pay for the day. This includes text messages. We are NOT responsible for lost or stolen devices of any kind.

#### **IV. ATTENDANCE POLICY**

YouthBuild Chico is an attendance based program. Participants are required to have a *minimum* 85% average attendance. Without your attendance, this program cannot exist and your commitment to the program is demonstrated by your attendance. Work hours are 8:15 am to 4:15 p.m., with a half-hour lunch to be taken 12:15 pm to 12:45 pm (times may vary).

#### **General Attendance**

Success in YBC starts with attendance, which is taken very seriously. Attendance is one of the most important expectations, the foundation of the learning experience, and the best opportunity to practice good work habits.

The YouthBuild Chico day begins with physical training, which starts at promptly at 8:15 a.m. If participants are beginning to miss too many days and/or are developing an unacceptable pattern of absence (e.g., missing every Friday, taking one day off a week, etc.) a YBC staff member will meet with them to develop a corrective action plan to address the situation. As in employment, unaddressed continued attendance issues could lead to removal from the program. The program daily dismissal is 4:15 pm.

#### **Tardiness and Punctuality**

Punctuality is another important work readiness skill. Participants are expected to clock in daily at the <u>exact</u> time you arrive. When you are tardy for YBC, your fellow participants may be late getting to a worksite, delaying work on important low income housing and/or civic service projects. It is also disruptive to other program activities.

We recognize that even with the best planning, unexpected circumstances may arise. **Timely communication and problem solving skills are essential**. If you are experiencing circumstances that are preventing you from being at YBC on time, the YBC Director for Program will meet with you to help problem solve the issue(s).

#### **Call In Procedure**

When it is necessary to be absent from YBC, or if you are running late, you need to be considerate of YBC staff and your fellow participants by calling in or texting and giving adequate notice. When calling in or texting to report that you will be absent or late for YBC, you must do so by adhering to the following standards:

- Give prior notice by calling or texting the YBC staff *at least* 15 minutes before the scheduled starting time. The YBC/John Muir Charter School number is 530-809-2498 (Please program the number into your cell phone.) If a YBC staff member does not answer, be sure to leave a voicemail message which includes
  - Your full name
  - A phone number where you can be reached
  - Reason for your absence or tardiness

Calling or texting after 8:15 am will be considered a "no call – no show" for that day that you will be absent. You will be required to document absences due to illness with a doctor's note. You are required to document court related and other appointments with written verification from a probation officer, Court, social worker, etc.

**Upon arrival at YBC**, immediately notify an YBC staff member. Please remember, not showing up and not calling is an unacceptable behavior. To the extent possible, valid appointments

with doctors, caseworkers, etc., **must** be communicated in writing to the Program Director, Construction Supervisor or teacher in advance (at the time you are scheduling) and scheduled around your YBC day whenever possible. This may include trying to schedule multiple appointments on the same day, around a lunch break, or at the beginning or end of your shift, so you miss as little work as possible. Remember, taking an entire day off for a one or two hour appointment is not acceptable.

*Time-Off Request Forms* are available and are the official way to inform YBC staff of your commitments.

Continued and excessive absences or tardies could result in remediation, suspension or dismissal. Request for absences slips must be given to the instructor/staff before the time off is needed. Please fill out a Request for Absence form and have a staff person sign it. You will need to:

- Check out when you leave;
- Have a representative sign the bottom of the form when you leave your appointment;
- Sign back in when you return if during program hours.

#### On hold

Trainees that are experiencing extreme life stress or personal circumstances may work with YouthBuild Chico staff to go "on-hold" for a pre-determined period of time in order to address the personal circumstances and repair their ability to attend work on a daily basis. The YouthBuild Chico "on-hold" policy is for extreme circumstances. Time on-hold will also result in loss of important training time.

#### **Pre-Planned Vacation**

This is a minimum of seven and a half month intensive program and vacation is not part of the program policy. Approved "leave" may be necessary for extensive and compelling personal circumstances. Please consult with staff before you plan vacations.

#### V. DRUG and ALCOHOL POLICY

You are to report to the classroom, work site or any Habitat for Humanity Butte site or activity sober, drug free and alert.

#### Section I. Commitment

YouthBuild Chico is a drug free program. We know drug use and alcohol abuse is a roadblock to obtaining *lifelong sustainable employment* and becoming marketable, and it is a contributor to losing jobs. A drug free program is essential to a safe working environment while attending the program and when hired by an employer. Although the program will help participants obtain their high school education and provide them valuable vocational skills training that will allow them to compete for and obtain higher wage jobs, we know firsthand, all the education and skills training participants take advantage of in the program will be **worthless** if any drug use and/or alcohol abuse exists in their lives. Employers, especially those offering higher wage jobs, will drug test. Employers know drug and alcohol abuse make their employees less dependable, less effective, and a liability. Subsequently, being drug free is one of the commitments YouthBuilders will make as a participant in this program. This commitment is equal to the participant's commitment to the program's educational, leadership, attendance, and community service components.

Additionally, if participants are not "clean" (drug free) they cannot participate on-site in the required construction skills training or use any power tools in the shop. They will not be

# allowed to gain needed skills during the period that they <u>test positive</u>. In addition they will not be allowed to serve on the Leadership Council or other leadership roles or be able to earn a stipend.

If any participant has been using drugs prior to making a commitment to the program, the participant must quit and be willing to make a commitment to be drug free. Participants may sincerely join YouthBuild thinking drugs and alcohol are not a problem in their lives and feel they will be able to quit the "recreational" use of drugs and handle the pressures from their friends and family who may use and continue to use drugs. We hope participants can handle these environmental pressures outside the program. If at any time before or after participants are enrolled into the program, they find out it is not as easy as they thought to stop drug use, participants are encouraged to talk to one of the staff and ask for help.

Quarterly random drug testing will be conducted throughout the program year. This means that every three months the participant will be tested. Being "dirty" may not remove participants from the program. It does mean participants will be required to make additional commitments to the program to help them remove this roadblock to their success. YouthBuild staff is here to support and help participants. Please do not wait to get caught by the program's random drug testing program. **Ask for help before it is too late!** 

# Section II. Substance Abuse Policy Testing:

# By joining YouthBuild Chico, participants are agreeing to random drug testing to ensure their commitment to be drug free. Initially you will be tested sometime during the orientation period and any time after enrollment. The program reserves the right to randomly test participants during the week, and to test any participants where there is reasonable suspicion the student is under the influence of drugs and/or abusing alcohol. After any accident that requires medical attention, or is turned into workman's compensation for payment, the participant will be tested immediately. All minors, under the age of 18 (16 and 17 years of age) will required a parent or guardian be in attendance during a drug test at the testing agency with a staff member of YouthBuild Chico. If the participant is on probation and is tested by the probation department and probation is able to share the results immediately after receiving the results, those results can be used in lieu of a random test during the quarter.

#### **Positive Testing Results:**

Participants will be asked, once again, to make a commitment to being drug free and valuing the program's drug free policy. Participants testing positive will be referred to a local Substance Abuse Treatment provider. Completion of this program is mandatory to continue to be in the YouthBuild Program. Those participants will be interviewed to assess and determine the level of care most appropriate to meet their needs. A plan will then be developed ranging from self-help peer counseling to in-house residential treatment. During this time, the participant will be re-tested at an appointed time by the Substance Abuse Counselor/Program. Participants agree to provide all information needed to process applications for any government funded services needed. Participants requiring in-house residential treatment will not earn their program stipends while undergoing treatment. Substance Abuse Program recommendations will become additional YouthBuild program commitments for participants.

#### No Grace Period for Ongoing Positive Drug Tests:

If at any time participants test positive for drug use, they are expected not to continue to have recurring positive tests while receiving recommended treatments and counseling. In other words, adhering to all the recommended treatment and counseling required of them as additional commitments to the program is not enough. The program expects participants who test positive to "clean up." Within 45 days of a positive test, depending on what the participant tested positive for, participants are expected to test negative at the time of a second drug test.

If participants test positive a second consecutive drug test, they will either be referred to a higher level of treatment or be released for failure to comply and making the required commitment. At that time, the lack of commitment will result in the participant being asked to leave YouthBuild. The YouthBuild counselor will work with students who are in need of a higher level of treatment and refer those students to community agencies.

To make a full commitment to the program, participants have to get themselves "cleaned up" as soon as possible. As mentioned, if participants are not clean, they will not be allowed to participate fully on the construction site. If the participant cannot participate in the vocational training, they will not be able to learn and earn important certificated construction technology training. It should be noted, those participants who have rid themselves of drug use all attested to one common difference in their lives, and that was the classroom and educational portions of the program got easier because they could actually think clearer.

#### **Intensified Outpatient Counseling and In-House Treatment**

Participants can be referred to treatment from local substance abuse treatment providers. Participants will follow all meeting requirements and treatment recommendations or face suspension or termination as indicated under policy procedures. One way to prove that you are meeting requirements is to bring proof to YB staff that you are participating in the program.

#### **Medically Prescribed Medications**

While the use of medically prescribed medications is not by itself a violation of this policy, failure by program participants to notify YouthBuild staff of medically prescribed medications before beginning their duties *is* a violation of this policy. Taking medications that have the potential to interfere with the safe and effective performance of duties or operation of equipment can result in disciplinary action.

It is the responsibility of the participant, while taking medically prescribed medications, to supply a note from a qualified physician stating that the participant is able to safely and effectively perform assigned duties. Some prescribed medications will keep you from job site and use of power tools, so it is important to have this conversation BEFORE beginning YouthBuild.

#### **Statement of Alcohol Consumption**

If participants are over 21, they have the legal right to *drink responsibly* while they are not participating in the program. It is their responsibility though to not have their alcohol usage interfere with their classroom and training in anyway – calling in to take the day off because you drank too much the night before, testing legally drunk on a blood-alcohol test, receiving a DUI at any time – all these would be seen as life-skill issues. The staff will refer any participant displaying any alcohol abuse trait as described to a Substance Abuse Treatment provider partner. There is absolutely no drinking allowed at YouthBuild including YouthBuild field trips or extended day programs.

Therefore, even if participants are over 21, we invite participants to examine your consumption of alcohol and honestly see if it is helping the participant to become the kind of person the participant wants to become. We may also ask participants to look at patterns of use and or abuse in their neighborhoods, friends, or even family as we look at issues of co-dependence and denial and how they affect participants and their lives.

If participants are not of legal age, there should never be any time during the program or outside the program the participant ever has alcohol in their system. Any tickets, arrests or even conversations in the classroom or vocational training regarding alcohol use can warrant participant being referred to our substance abuse treatment provider partner.

#### **Statement of Tobacco**

YouthBuild Chico participants over the age of 18, staff and visitors are asked to support the school's effort to maintain YouthBuild Chico as a "Tobacco Free Zone". Smoking, chewing, and vaporizing (e-cigarettes) are NOT allowed on a public school campus. When at a YouthBuild Chico event/activity, community service project or a building site, those that use tobacco are asked to adhere to local policies and use any designated smoking area and shall "BE A GOOD NEIGHBOR".

All materials used for smoking at the off-campus education center, building sites or any community service area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers. Supervisors will ensure that participants periodically cleanup the designated smoking area. If the designated smoking area is not properly maintained (for example, if cigarette butts are found on the ground), it can be eliminated at the discretion of management or other decision-making body.

#### **Summary of Acceptance and Commitment:**

By accepting enrollment into the program you are agreeing to:

- Random drug testing
- That if at any time you test positive or volunteered you have a drug or alcohol problem, you agree to be referred and to willingly participate with our drug and alcohol abuse partner;
- There will be no use or abuse of alcohol as describe above; and
- You will make a commitment to adhere to the drug and/or alcohol treatment program recommended for you, if necessary.

#### Section III. Substance Abuse Prevention Education

# Substance abuse prevention education will be provided (when available) by YouthBuild Chico student peer counselors (when available), staff, guest speakers and local Substance Abuse Treatment Providers.

- Substance abuse prevention educational program will include, but is not necessarily limited to:
- Harmful consequences of Drugs, Alcohol and Tobacco Use
- Risk Factors in the development of addiction
- Self-awareness
- Problem solving
- Resiliency skills
- Communication skills
- Recovery process

## VI. HARASSMENT POLICY

It is the YouthBuild Chico policy to treat all employees and participants equally with respect to the terms and conditions of employment and training. Harassment of any employee or participant because of race, color, gender, religion, national origin, age, handicap, or other innate personal characteristics is the law and will result in disciplinary action, up to and including discharge and/or termination from the program. Harassment may include, but is not limited to, the following:

- Verbal abuse or ridicule, including slurs and jokes.
- Offensive gestures.
- Unreasonably interfering with an employee's or participant's work or creating an intimidating, hostile or offensive work environment.
- Displaying or distributing offensive materials.

Harassment based on sex has been specifically defined by the US Equal Employment Opportunity Commission to include unwelcome sexual advances, requests for sexual favors and any other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made explicitly a term or condition of an individual's employment or training; or
- Submission to or rejection of such conduct by an individual is used as a basis for an employment or training decision affecting such individual; or
- Such conduct has the purpose or effect or unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working/training environment.

# PROCEDURES FOR REPORTING AND INVESTIGATING COMPLAINTS OF HARASSMENT OR INCIDENTS OF SUSPECTED HARASSMENT

It is each employee's and participant's responsibility to ensure that his/her conduct does not include or imply or condone harassment in any form. If, however, harassment or suspected harassment has, or is, taking place, the following will apply:

An employee or participant should report harassment or suspected harassment to his/her supervisor, instructor, or case manager, or if the harassment involves one of these individuals, to the next level of management.

#### **VII. CORRECTIVE ACTIONS:**

The YouthBuild Chico staff is dedicated to helping you achieve your goals. The YouthBuild Chico staff will make every effort to give you feedback if you are not meeting our expectations, if you are breaking program rules, or if you are doing something that is preventing you or others from succeeding.

The corrective action process is similar to the system used in many workplaces, and will be used to give:

- Feedback about what you are doing that isn't working
- Support to help you succeed

As necessary, **consequences** for a participant's actions will be reviewed by the YBC program staff and the JMCS teacher. Consequences will be documented and followed by the participant.

Here are some examples of behaviors that can prevent you from succeeding and will lead to corrective action:

- Use of or under the influence of drugs or alcohol during program hours
- Endangering personal safety or the safety of others

- Damaging or destroying property
- Sexual harassment
- "No Shows" (absences without calling in by 8:15 am)
- Excessive or unexcused absences
- Excessive or unexcused tardies
- Consistently disruptive behavior
- Consistently bad attitude
- Consistent use of inappropriate actions and/or language
- Consistently not following job readiness expectations
- Non-compliance with special contracts

#### **Discrediting the YouthBuild Program**

Any public act that seriously damages the reputation of YouthBuild Chico and is any seriously disrespectful public behavior committed during a YouthBuild Chico event, at a community service activity, during program time, or in YouthBuild uniform during non-program time will lead to <u>corrective action</u>.

Some examples of behavior that discredit the program include but are not limited to:

- Public Intoxication
- Arrest and conviction
- Destruction of property off of program hours
- Fighting off of program hours while in uniform

#### **Non-Negotiable Rules**

In addition, there are 3 non-negotiable rules. If you break a non-negotiable rule, you will be considered for dismissal from YouthBuild Chico.

The following behaviors break the non-negotiable rules:

- Documented non-participation in activities;
- Violence or weapons (Violence means physical or verbal / emotional abuse such as putting down, demeaning or humiliating others. Weapons means use or possession of a weapon or using common objects as weapons.); or
- Criminal activity during program participation, including illegal possession or dealing of drugs or alcohol

#### **Corrective Action Process**

The YouthBuild Chico staff will follow the corrective action process to give you feedback. The goal is to build your constructive behavior and positive change.

#### **Checking In**

Any staff member can use this step to give you feedback on your behavior and to help redirect your behavior in a positive way. If your behavior has not improved after check-ins from a staff member, you will be asked to do a **"conference"** with JMCS Teacher may also use the following steps:

**1. Verbal Warning -**A verbal warning is used to call something to your attention and to give you the opportunity to improve your behavior. You may also receive specific consequences.

After the verbal warning and activity or attitude continues the next step in constructive behavior modification is the imposing of the Rusty Nail Discipline.

- 2. Rusty Nail Discipline:
  - 1<sup>st</sup> Nail You are on Notice
  - 2<sup>nd</sup> Nail -You're a BRRP Negative Evaluation (Boot Rehabilitation/Responsibility Program - Loss of Privileges/Pay
  - 3<sup>rd</sup> Nail Loss of Pay Up to One Pay Period
  - 4<sup>th</sup> Nail Report to an YBC Staff Meeting for a Discipline Hearing which may result in possible loss of a stipend or possible suspension

# The results of the conferences and written warnings will be documented in your YouthBuild Chico participant file.

## **VIII. GRIEVANCE PROCEDURES**

If you have a complaint about how the staff uses the corrective action process in your case, you should follow the grievance procedure. This is similar to the system used in many workplaces.

**Step 1.** Put your complaint in writing and give it to the Program Director within 5 days of the offense. The Lead Teacher in consultation with the Program Director and other staff will respond in writing within 3 days. If you are dissatisfied with the response, go to Step 2.

Your complaint should address these questions:

- What happened?
- What consequences did you face for your actions? Why?
- Why should your case be reviewed?
- Were the reasons for the decision unclear to you?
- Did the decision seem unfair?
- Was your side of the story not taken into account?
- What alternative do you suggest to the decision that was made?

**Step 2.** Submit all previous written complaints and responses to the Program Director for review. The Program Director will meet with all parties involved and will respond in writing within 5 days. This will be the final decision regarding the grievance. If you are suspended, you will remain suspended until the grievance is resolved.

# IX. PARTICIPANT TIMESHEETS AND STIPENDS

#### Stipends and bonuses

The amount of stipend received is directly related to daily participation in the program. The stipend schedule is shown below and is based upon the 5 day a week program. Stipend checks are delivered every two weeks. Since it takes time to get stipend checks processed, you will receive your first stipend payment two weeks in arrears.

The stipend payment will be earned at \$13.50 per day if all requirements and attendance are met. If you are absent you are not eligible for a stipend for those days you are not present and participating at YouthBuild Chico.

Staff will meet with the participant after it is documented that they earned a stipend and staff will complete the YouthBuild Chico stipend form. Two staff members and the participant will sign the form and the form will then be processed for payment. Stipend checks will be distributed by a YouthBuild Chico staff member every two weeks. Stipend checks will not be given to anyone else but the participant.

No stipend payments will be received for time off due to a holiday or on a day assigned for community service where no community service took place. Please understand that a participant does not receive a stipend for just showing up. This is a job. Participants clock in to work and stay for the day, participate fully in all activities and clock out when it is time to leave the program.

When participants cash the stipend check, it is important to remember that carrying sums of cash is never wise and YBC is not responsible for stolen money.

**Please note** –stipend checks are not wages and do NOT count towards credit for unemployment purposes.

#### Timesheets

Participants must use the time clock to sign in and sign out on a daily basis and staff will require your signature on the time card and time sheet submitted to CUSD Payroll Department at the end of each stipend period. Stipend checks will be issued on the dates to be posted. If a holiday is on a Friday your checks will be available the day earlier. **Students will be responsible for the correctness of their time card on a daily basis and will be signed at the end of the stipend period.** 

#### **Pay Period and Paydays**

Please familiarize yourself with the YouthBuild stipend schedule. Checks are normally available at 3:30 pm at the program every other Friday. A stipend check schedule will be posted at YBC.

#### **Incentive for Attendance**

As an incentive for excellence in attendance, YouthBuild Chico awards incentives for those achieving excellent attendance in a pay period. This award is exactly as stated. Only those who have 90% attendance and above during the pay period, have good punctuality (no tardies) and are fully participating in the program are eligible for this award.

Additional Bonuses and Incentives will also be awarded for completion of the following goals:

- Upon completion of High School Diploma \$100
- Upon completion of each NCCER Module (up to 3 total \$15 each)
- Upon completion of the MC3 Construction Certification \$15
- Upon completion of each GED Test (4 tests in the complete GED \$15 each)
- Upon completion of 100 hours of Civic Service (\$50)
- Upon completion of the Leadership Module (there will be many components for the leadership part of the program; which will culminate with you completing 85% of the YouthBuild leadership competencies, attaining a minimum of a four (4) on each of your evaluations,

completing a 5-minute speech presentation using visual aids and PowerPoint and the videotaping of the speech - \$50)

- Being selected as the Most Outstanding Team Member (a monthly award voted on by peers) \$15
- Participants who earn 9 units of college credit with a 2.75 or higher GPA are awarded a \$50 bonus (concurrent enrollment in college). A bonus of \$30 will be awarded for 90% monthly attendance (no unexcused tardies).

#### **X. LEADERSHIP COUNCIL**

You will have the opportunity to elect representatives of the participant community to become members of the YouthBuild Leadership Council. Your representatives will take part in regular meetings with the YouthBuild training staff, and other staff. YBC representatives will participate in making program decisions. Elections will take place at the beginning of each JMCS semester. The Leadership Council is comprised of a Policy, Review and Advisory Committee. There will be two representatives and one alternate elected to each committee. In the even a member cannot serve out the full term of a semester, the alternate will take the place of the committee member leaving the committee. It is up to the discretion of the Leadership Committee if a special election will be held to fill any alternate vacancies during the semester of service. Any participant considering running for a position on Leadership Council must have a current clean drug test on file and have no current Rusty Nails in their possession.

#### **Policy Committee**

The Policy Committee is the governing center of all YouthBuild programs. It is composed of the YouthBuild Program Director, one staff representative, and 3 participants elected through secret ballot by their peers. Of the three participants elected, the two with the highest votes will serve as the representatives and the candidate with the next highest vote will serve as the alternate. The responsibilities of the Policy Committee, as a whole, include the following: participation in the hiring of staff; recommending improvements in program management and services; consultation on program design, policies, and changes; participation in decision making affecting all aspects of the program; reporting to and consulting with the rest of the program; planning events of their own design within the confines of YBC rules and regulations and solving problems as needed.

#### **Review Committee**

The Review Committee will be consulted about policy infractions, suspensions and terminations of participants. It is composed of the YouthBuild Program Director, one staff representative, and 3 participants elected through secret ballot by their peers. Of the three participants elected, the two with the highest votes will serve as the representatives and the candidate with the next highest vote will serve as the alternate. YouthBuild Chico participants will be elected through secret ballot by their peers and will take part in disciplinary actions such as warnings and Rusty Nail meetings. Copies of this manual will be available to Review Committee members during the proceedings in order to ensure that policy and procedures are applied fairly.

#### **Advisory Committee**

The Advisory Committee is composed of the YouthBuild Program Director, one staff representative, and 3 participants elected through secret ballot by their peers. Of the three participants elected, the two with the highest votes will serve as the representatives and the candidate with the next highest vote will serve as the alternate. The Advisory Committee can also include in-kind partners, employers, union representatives, contractors, suppliers, community college, education, AFWD, city government, county government, and other community partners. The Committee is the heart of the training program. This committee meets quarterly. YouthBuild Chico members of the Advisory Committee are the face and voice of YBC. In the event of guests coming to the center to tour and/or meet with staff, Advisory Committee members present will be able to give a tour of the facility and talk about YBC and share their experiences in YBC with the guests. The Advisory Committee members will also sit on the Employer Advisory Council for the program.

The Leadership Council Advisor (staff) will set up time once a week for the committees to meet. Leadership Council actions will be reported out to the entire YBC group as soon as possible after meetings are held.

#### **XI. SAFETY PROCEDURES**

Your safety is our top priority. We want you to take all emergencies seriously for your own safety as well as that of your fellow YBC participants. During Mental Toughness Week YBC staff will ensure candidates for enrollment have a tour of the training facility and point out the location of exits and fire extinguishers both in the classroom and on the jobsite. There is a safety plan for the construction site in each YouthBuild Chico vehicle. Your instructor and site supervisor will go over the safety plan with you before you go to the construction site and start building.

Additionally, fire procedures are posted in all YBC classroom training facilities. In the event of a fire, you are required to adhere to the following protocol:

- 1. If you see a fire or the sprinkler system is activated, call 911.
- 2. Don't attempt to fight the fire first; call the fire department. Only if you are not jeopardizing your own safety should you ever attempt to extinguish a fire. Fire drills will take place during Mental Toughness Week with candidates for the program and with current YBC participants and staff.
- 3. Turn off the lights.
- 4. Take daily attendance sign in sheet.
- 5. Leave doors closed and unlocked.
- 6. Exit the building using the closest exit and proceed across the parking lot to the furthest wall.
- 7. Line up single file and take attendance.
- 8. Wait for the "All clear!" from authorities before re-entering the building.

# XII. PARTICIPANT PROGRAM EXIT PLAN

A YBC completer is a participant who successfully completes all grant performance measures / components of YouthBuild Chico and is not receiving any stipends.

To qualify as a completer, an YBC participant:

- 1. Attains a high school diploma or GED;
- 2. Attains either a NCCER or MC3 construction certification
- 3. Raises their TABE score by one Education Function Level (EFL) in either math or literacy;
- Enrolls and fully participates for a period of no less than six (6) months and no more than two (2) years (per rules and regulations) in the program. The YBC program plan is seven and ½ months in length for a participant;
- 5. Participates and logs 75 hours of approved community service over 7 and 1/2 months; and
- 6. Completes 20 of the 23 YouthBuild Leadership Competencies.

YouthBuild Chico participants who are ready for exit into follow-up, will meet with the JMCS teachers to complete their education plan, meet with the program staff to complete their "Next Step" plan and meet with all staff to schedule their exit. Graduation with a High School Diploma or a GED does not necessarily mean that the participant has completed the program.

#### **Next Steps:**

It is possible to complete a High School Diploma or GED before the participant completes their 7 and  $\frac{1}{2}$  months in YBC. The participant has the opportunity to concurrently enroll in college classes and continue vocational skills training and then exit and transition into follow-up.

#### XIII. JOB PLACEMENT

An AFWD Career Counselor will **assist** all participants to complete a resume, develop skills toward presenting yourself in job interviews, and YBC and AFWD will assist in your retention at a new job. **YOU** have the main role to play in working with AFWD and keeping a job. Your attendance, behavior and participation during the entire program are very important at the time of placement.

Participants do not have to be exited at the moment program services are completed. Exit can and should be based on the individual and ongoing needs of the participant. Transition services can be provided until the participant is ready for exit and may include concurrent college experience, work experience, internships, or other activities that will help the participant focus on post--program goals. It may also be best to the participant already connected to a post--program placement BEFORE exit to ensure successful outcomes for the youth.

All staff should try to place a participant during their exit quarter. The absolute deadline is the first quarter after exit. Once a participant has reached exit status, the participant may be asked to complete a Program Exit form. The YBC staff is here to help you succeed.

#### Follow-up after Completion/Graduation

Upon completion/graduation from the YBC program, participants may:

- Be employed in an existing job;
- Launch a business;
- Enter an internship or apprenticeship training program; and/or
- Choose a course that combines post-secondary education and work.

This program element emphasizes a focus on placement preparation and placement opportunities from day one, by both providing participants with the skills they will need to navigate employment opportunities, and exposing young people to the range of placement options that might be available to them. The program guides participants to jobs or self-employment and provides follow up support and counseling for 12 months after completion and exit to ensure that these placements are of high quality, productive and retained.

#### Retention

YouthBuild Chico staff know that it is not enough simply to place our completers and graduates in a job or in college. In order to be successful in college or the job placement, participants must stick with them or must find another job if the first one doesn't last.

After completion of the Program Exit form, which notes immediate career steps, contact information and more, the participant will enter follow-up status and move into retention for the next 12 months, during which the participant will be contacted on a regular basis by the Transitional Coordinator and may seek additional supportive services as needed.

The Transition Coordinator must contact each successful participant at a minimum once a quarter for 4 quarters after exit. The Transition Coordinator may contact the participant through face to face contact, phone, email, or mail. A successful contact would occur when the participant brings back proof of placement.

If participants are placed in employment, they must provide a paystub or letter from employer verifying their employment.

If participants are placed in college or a trade school, they must provide transcripts, class schedule, or report card.

Once a contact occurs, the Transition Coordinator should input the contact in the MIS. If it is an unsuccessful contact, the Transition Coordinator should still input it into the system.

# YouthBuild Chico PARTICIPANT CODE OF CONDUCT

All participants are expected to abide by the Code during program hours and activities at all times. These principles have been developed to set the tone for progress and success to happen in your training, education, and subsequent job search. This code is a foundation for the way we treat each other and treat ourselves. In addition, remember that by participating in the YouthBuild Chico, you will also represent the program, and all the other people who are part of YouthBuild when you are in the community. We expect you to understand that your behavior and actions **will reflect** on your fellow participants and staff, so we strongly encourage you to follow the basic principles of the Code when you are not participating in YouthBuild activities.

# **Respect For Oneself and Others At All Times**

- Carry ourselves with dignity
- Exhibit appropriate language and attitude
- Treat others as we would like to be treated
- Listen to other people's ideas, opinions and recommendations
- Respect other people's privacy and confidential information
- Exercise self-control. No horseplay.
- No put downs to other participants or staff at any time.

# Willingness to Cooperate and Work with others

- Help work out problems respectfully
- Maintain an attitude of support for each other
- Carry out the tasks assigned to us thoroughly and without argument.

# No Discrimination, Harassment, or Expression of Prejudice against Any Group

YouthBuild Chico will not allow any attitude, expressions or behavior that are racist, sexist, homophobic, or prejudiced against any individual or group of people.

# Inappropriate Physical Contact between Participants during YouthBuild hours or YouthBuild Activities, or on or near the YouthBuild sites.

This simply means that contact such as play fighting, "hanging all over one another", public displays of affection, kissing, etc. is a part of your private life and is not appropriate during YouthBuild.

# Physical or Verbal Abuse

Physical abuse is defined as either the threat of or actual physical contact in a hostile or harmful manner. This includes the use of profanities directed at individuals, use of derogatory terms, gossiping, vicious rumor passing, etc.

# POSSESSION OF ANY KIND OF WEAPON IS PROHIBITED

**Respect for Personal and Project Property is Expected** and no stealing, destroying or "borrowing without permission' from any participant, staff, YouthBuild Chico, John Muir or Habitat for Humanity properties. Restitution of property value will be enforced.

#### **No Drugs or Alcohol**

As stated before, the consumption of drugs or alcohol during program hours or activities is strictly prohibited. Drug dealing at any times is strictly prohibited. Drug use, in general, is considered a serious health and wellness issue. Drinking when underage is considered a serious legal issue.

#### **Tobacco Use during YouthBuild Hours or Activities**

Smoking, chewing, and vaporizing, is allowed only during authorized breaks, away from any buildings and in designated areas only for participants 18 years and older. Do not leave cigarette butts anywhere, including the work-site.

#### **Respect for Our Space and Environment**

Respect and care for the YouthBuild Chico facility, in the classroom and on the jobsite. Littering, vandalism or graffiti of any kind is not allowed. Everyone, staff and participants, keeps the sites clean.

#### Be Present and On Time for All YouthBuild Activities

YouthBuild is preparing you for the world of work. Being on time and ready for the day's activities is one of the best work skills you will ever learn. Tardiness will not be tolerated.

**Phone Calls are not to be received** by participants during YouthBuild hours, except for breaks, lunch and emergencies. There is a phone on site that the number can be given out in case of emergencies.

**Lockers and locks are provided** to each participant for use for your personal effects and to be used. Do not share your lock code with any other participant. YouthBuild Chico is not responsible for personal items brought to the site.

#### **Dress Regulations**

YouthBuild Chico is a job-training program. Our rules are designed to help you practice and become job ready and college ready. They are also designed to help you present a positive image of YouthBuild at all times, and to stay focused on the construction site and in class.

We ask you to follow the dress code at all times. You will be provided with some YBC work clothes but if you lose them or they are ruined, you need to talk to staff to come up with a plan or create a plan yourself to replace them.

Pants appropriate for working at a jobsite and in the classroom and a uniform shirt are mandatory at all times. When in the educational classroom or attending a special event, shirts and belts must be worn and pants up around your waist. Wearing appropriate attire is a YouthBuild Chico commitment. If you come to the program without your uniform on, you will be sent home. You may return in uniform, but will take a tardy for the day.

Participant's Signature/Parent or Guardian

Date

Program Director Signature

Date

# YOUTHBUILD CHICO PARTICIPANT ACKNOWLEDGEMENT

#### By initialing the components below, I am agreeing to have fully understood and agreed to the following:

Initial

- I acknowledge that the YouthBuild Chico Orientation process, Mental Toughness, is a chance to look at the program to see if it is right for me and in turn for the staff review my performance and determine if they feel I am a good candidate for the program. During this period, I agree to have perfect attendance unless otherwise coordinated **in** advance with the staff. Without perfect attendance, I may not be allowed in the program. If I become ill during this period I agree to notify the staff **before** the start of the workday and I will provide a doctor's note excusing my absence(s) upon returning to the program.
- I acknowledge that my attendance is crucial to my success in the YouthBuild Program since valuable skills are taught every day. I will maintain an 85% average attendance rate throughout the program year. If I have excessive absences I run the risk of being terminated from the program. I understand that the same is true when it comes to being tardy.
- I acknowledge that I must complete a minimum of 2 credits (30 hours) a week for the education component. While I am in the classroom I agree to complete my work and follow the rules that are laid out by teachers.
- I acknowledge that while I am in the Skills/Vocational Training component, I will show up on time dressed in proper work attire. I will listen to my teacher/supervisor and follow instructions accordingly.
- I acknowledge that this is a drug-free program. I will commit myself to being drug-free throughout the entirety of this program and will consent to random drug testing. If I do not pass my drug test I agree to create a plan, participate in Substance Abuse counseling or groups (if necessary) and acknowledge I may be terminated from this program.
- I will endeavor to not engage with other participants or staff in an argumentative or aggressive manner. I understand issues, complaints, and/or concerns should be addressed by the staff and participants should not attempt to resolve issues where conflict may arise.
- I understand leadership is an important component of the program. In taking a leadership role, I will initially take responsibility for myself and then endeavor to provide for my family, the program, and community.
- I agree to be 100% committed to all of the above components of this program.
- I understand that if I fail to meet the standards set forth I will be subject to a discipline process that may result in my termination from this program. I understand that this program is a commitment that will take dedication and hard work on my part. I am aware that I am only guaranteed construction training and advancement on my education. To ensure my success in this program, I will note any concerns and/or needs that I have up front, i.e., childcare, transportation, housing, etc. List any of those here:

Participant's Signature/Parent/Guardian

Date

1					
2	MEMORANDUM OF UNDERSTANDING				
3					
4	JOHN MUIR CHARTER SCHOOL				
5	and				
6	CHICO UNFIED SCHOOL DISTRICT				
7	October 8, 2013				
8					
9					
10	The John Muir Charter School (Muir) and Chico Unified School District ("District,"				
11	"CUSD" or "Chico YouthBuild") enter this memorandum of understanding (MOU) in order to				
12	provide high school students aged 18-25 in CUSD's YouthBuild Program with the best				
13	educational opportunities possible. The purpose of this MOU is to set forth the terms under				
14	which Muir will provide educational services to students aged 18-25 enrolled in CUSD's				
15	YouthBuild Program. This MOU contains the entire agreement of the parties with respect to the				
16	matters covered hereby, and supersedes any oral or written understandings, agreements, or				
17	MOUs between the parties with respect to the subject matter of this agreement. This document				
18	articulates the commitments Muir and Chico YouthBuild make to each other and to the students				
19	they serve. It also describes our expectations for student performance and behavior. Specifically,				
20	this MOU addresses the following areas of agreement:				
21					
22	• Joint mission				
23	Shared commitment to student achievement				
24	Muir budget				
25	• Facilities use and care				
26	• Equipment use and care				
27	Class scheduling and student attendance				
28	• Curriculum				
29	Student behavior				
30	Professional behavior				
31	• Staff collaboration and cooperation				
32	Conflict resolution				
33	• Term of MOU				
34					
35					
36	I. Joint Mission				
37					
38	Muir and Chico YouthBuild together will provide each student with the opportunity to				
39	progress academically, personally, and socially and to obtain the high school diploma.				
40	Participants in Chico YouthBuild shall work towards a complete high school diploma. If in the				
41	course of working toward a diploma a student obtains a GED through activities associated with				
42	Chico YouthBuild or other means, the student may remain enrolled as a student with Muir and				
43	continue his or her studies toward the diploma.				
44					
45					
46					

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1 II. Shared Commitment to Student Achievement

Muir and Chico YouthBuild share responsibility for delivering the best education possible to students with available resources in Chico YouthBuild and Muir. Muir and Chico YouthBuild will collaborate at all times in creating and delivering educational opportunities for students. They will adopt and abide by common standards of professional behavior among staff members. And they will share high expectations and standards for student effort, behavior, and performance.

9 10

# 11 III. Muir Budget

Muir shall collect state per-pupil apportionment for each student aged 18-25 enrolling in Muir and receiving educational services under the Chico YouthBuild program. Muir's revenue comes from state Proposition 98 funds, which the state apportions based on the average daily attendance (ADA) of Muir students during the year. These funds may be used only for activities in support of the academic achievement of students. All use of Muir educational funds require the approval of Muir's Executive Director or designee.

19

A. Projecting ADA. Chico YouthBuild will provide Muir staff with Chico YouthBuild 20 population data for purposes of projecting ADA no later than May 15 of each school year 21 immediately preceding the school year for which the projection is made. For the 2013-2014 22 school year. Chico YouthBuild will provide this data as soon as practicable. However, nothing in 23 this MOU shall constitute any warranty or guarantee that a minimum number of students will 24 enroll in the program, or that a minimum ADA will be maintained. Muir will work closely with 25 Chico YouthBuild to project ADA for each school year. Muir will have ultimate say in the ADA 26 it uses in budget projections. Muir's funding of its site budgets will ultimately be based on actual, 27 28 not projected, ADA for the site.

29

B. Draft Muir Site Budget. Muir's budget manager will provide the lead Muir staff
person and a Chico YouthBuild manager approved by Chico YouthBuild's Executive Director
with a draft budget not later than Nov 1, 2013 -prior to the upcoming school year. Muir's
Executive Director, the Nevada County Superintendent of Schools, the lead Muir teacher at
Chico YouthBuild, and the designated Chico YouthBuild manager, will jointly manage the Muir
site budget at the Chico YouthBuild location. Muir's Executive Director or Deputy Director will
have final say in all Muir budget matters.

37

C. Final Muir Budget. The Muir budget manager will provide the lead Muir staff person
 and the approved Chico YouthBuild manager with a copy of the final proposed Muir budget and
 monthly budget updates.

41

D. Budget Priorities. In consultation with Chico YouthBuild, Muir's Executive Director
or Deputy Director will make all final decisions about budget priorities. Muir's Executive
Director or Deputy Director will also have final say over all expenditures made from the Muir
site budget. Generally, Muir establishes the following priorities for budgeting and expenditure of
funds at Chico YouthBuild:

47

1	1. Certificated (teachers with valid California teaching credentials) Muir staff to provide			
2	high-quality education services to Muir students. By requirement of the Muir Board			
3	to maintain compliance with California SB740 a minimum of 40% of each Muir site			
4	budget must be spent on certificated teachers.			
5	2. Regulatory and support charges by the Nevada County Superintendent of Schools (6			
6	percent of ADA revenue)			
7	3. Adequate books and supplies to provide high-quality education services to Muir			
8	students.			
9	<ol> <li>Sufficient computer technology.</li> <li>Muir-required staff training and associated travel.</li> </ol>			
10	6. Muir direct and indirect services as charged on a per-ADA basis across all Muir sites.			
11 12	6. Mult direct and indirect services as charged on a per-ADA basis across an went sites.			
13	To the extent that funds in the Muir site budget are sufficient to meet all six of the items			
$14^{10}$	listed above, and are sufficient to retain in the site budget a 3 percent reserve for economic			
15	uncertainties, Muir will reimburse the Chico YouthBuild for its costs directly linked to the			
16	education of Muir students at the site. In consultation with the Chico YouthBuild Executive			
17	Director, Muir will make the final decisions on planning for and actually reimbursing the Chico			
18	YouthBuild for the following costs:			
19				
20	7. Classroom and Muir-staff space costs, not to exceed reasonable space requirements			
21	and not to exceed actual or local market-rate space charges.			
22				
23	8. Utility charges for classroom and Muir-staff space.			
24				
25	9. Use by Muir of Chico YouthBuild telephones, copiers and other equipment.			
26	10. Classic familture			
27 28	10. Classroom furniture.			
20 29	11. Chico YouthBuild staff directly involved in the education of Muir students.			
30	TT. Chief Touribulid suit directly involved in the education of shall substant			
31	12. Other activities that directly support the education of Muir students.			
32				
33	Muir and Chico YouthBuild must identify and prioritize for reimbursing Chico YouthBuild costs			
34	during the budgeting planning process, and must update this plan throughout the year in response			
35	to changes in budget conditions and education priorities. In the event that Muir revenue or costs			
36	at Chico YouthBuild differ from planned budgets, highest priority for funding will be for items			
37	numbered 1 though 6 above. Reimbursements for items numbered 7 through 12 above according			
38	to the procedures and criteria set forth above.			
39				
40	IV. Facilities Use and Care			
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42	Chico YouthBuild will provide adequate space for Muir classes, including reasonable			
43	accommodations for Muir teachers to prepare for and conduct classroom business. Muir staff			
44 45	shall apprise Chico YouthBuild staff of its schedule of classes and other school activities to allow Chico YouthBuild sufficient time to manage local space resources. Chico YouthBuild staff will			
45	Chico YouthBuild sufficient time to manage local space resources. Chico YouthBuild staff will notify Muir staff about any space conflicts as soon as possible, and will work with the Muir staff			
46 47	to resolve any space conflicts as expeditiously as possible. Muir staff and students will respect			
47	to resolve any space commons as experimentary as possible. While start and statements will respect			

1 Chico YouthBuild facilities and will maintain them and organize them in a reasonable and 2 responsible manner. Chico YouthBuild will provide Muir staff access to Chico YouthBuild 3 facilities using the same criteria it uses to provide Chico YouthBuild employees with such access 4 (e.g., application of sufficient care to security and maintenance).

V. Equipment Use and Care

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9 Chico YouthBuild and Muir will each respect the properties of the other. Chico 10 YouthBuild and Muir will establish guidelines for developing terms and conditions of equipment 11 use.

A. Classroom Furniture. Chico YouthBuild will provide Muir classes with sufficient tables and chairs to allow Muir staff to conduct classes within Chico YouthBuild facilities. In the event that Chico YouthBuild does not have sufficient tables and chairs to allow Muir staff to conduct classes within Chico YouthBuild facilities, Muir will purchase sufficient materials to be billed to the Muir/Chico YouthBuild site budget. Chico YouthBuild must mutually agree to the quantity and kind of tables and chairs to be purchased. Title in any and all furniture shall remain in the name of ChicoYouthBuild.

- **B. Classroom Supplies.** Muir will provide books, paper, pencils, pens, and other classroom supplies necessary for the conduct of Muir classes.
- **C. Office Equipment.** Chico YouthBuild will allow Muir staff reasonable use of telephones, audio-visual equipment, copiers, and other equipment as necessary to conduct school business. Local staff will establish a mutually agreeable understanding regarding equipment use.

D. Computer Hardware and Software. Muir and Chico YouthBuild will develop
 policies and procedures to provide computers, monitors, mice, headphones, printers, scanners,
 software and other computer-related items necessary for Muir staff to deliver Muir curriculum.

33 VI. Class Scheduling and Student Attendance

A. School Year. Muir and Chico YouthBuild will agree upon a standard annual school calendar for the 2013-2014 school year, and for every subsequent school year during which Muir provides the services described in this MOU. —Chico YouthBuild staff will notify Muir staff as early as possible in the event students are not able to attend class on a specific day or days. Muir staff will notify Chico YouthBuild staff as early as possible in the event that Muir cannot offer classes on a specific day or days.

Muir agrees to commence providing instructional services no later than September 30 of each school year in which this MOU is in effect. For the 2013-2014 school year, Muir agrees to commence providing instructional services no later than thirty (30) calendar days following execution of this MOU by both parties.

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B. Student Attendance. State law requires Muir to offer at least 64,800 minutes of class
 time per school year. (See Education Code § 47612.5(a)(1).) Muir class time will consist of
 Page 4 of 12

vocational, physical education, in-class time and supervised academic experiences. Muir will 1 account for the statutory hours of attendance according to the rules established by the State of 2 California and consistent with Muir policy. Muir and Chico YouthBuild will jointly develop 3 class and operating schedules to insure at least 64,800 minutes of instructional time are offered. 4 All practices of ADA accounting will be approved by the Muir Board of Directors and 5 communicated to Chico YouthBuild to ensure consistency in reporting. 6

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With respect to its obligation to meet applicable legal requirement with respect to the 8 provision of instructional minutes, Muir shall, to the fullest extent permitted by law, hold 9 harmless and indemnify, Chico YouthBuild and CUSD, their officers, directors, and employees 10 from and against any and all claims, demands, actions, suits and losses, arising out of the actions 11 of Muir or any of its employees, officers, agents, including injury to any persons, including 12 damage to any property caused by, connected with, or attributable to Muir's provision of 13 instructional minutes in compliance with applicable law. 14

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#### 17 VII. Muir Curriculum

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In consideration of the District's provision of facilities and resources as set forth in Sections III, IV and V above, Muir will provide age-appropriate curriculum and instruction at 20 each student's academic level, and based on state academic standards. 21

A. Post-Secondary Education. Few Muir students perform within the top 12.5 percent 23 (qualification standard for the University of California-UC) or top 33 percent (qualification 24 standard for the California State University-CSU) of high school seniors in California. 25 Consequently, Muir will not provide coursework sufficient to meet all of the entrance 26 requirements of UC and CSU, such as laboratory sciences. (Muir will focus its resources on 27 curricula most suited to its student body.) Similarly, Muir will not provide any Advanced 28 Placement courses. Muir students are eligible to attend college in the California Community 29 College system during and after attending Muir. They may become eligible to transfer from the 30 colleges to four-year colleges and universities. If students request assistance, Muir teachers will 31 help students understand the admissions processes for post-secondary education, including trade 32 and vocational schools, and universities and colleges. 33

B. Initial Student Assessment. To ensure that students obtain appropriate instruction, 35 Muir will: 36

• Review the academic records of each student.

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Administer a standards-based assessment to each incoming student. From the • assessment, Muir will identify each student's academic strengths and weaknesses, assign appropriate curriculum to meet individual student needs, and deliver computer-

obtains on students from any standard assessments administered to the student.

Review prior assessments administered to the student, including those administered

by Chico YouthBuild. Chico YouthBuild will provide Muir teachers with all scores it

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- based coursework to supplement other Muir coursework and Chico YouthBuild experiences to improve academic performance.
- 4 **C. Ongoing Student Assessment.** To measure student progress, and to allow Muir and 5 Chico YouthBuild to evaluate school performance, Muir will:
  - Administer assessments on a periodic basis with the purpose of assessing student progress.
  - Evaluate student academic progress in the classroom, on the job, and in the community on a regular basis. Chico YouthBuild and Muir will mutually develop the form of the job and community evaluation, with the goal of establishing a record of performance for the student and the school.
  - Muir and Chico YouthBuild staff will confer on a periodic and scheduled basis about the classroom, work, and community activities of each Muir student. Muir teachers will solicit information and comments from work supervisors and other Chico YouthBuild staff about student performance. Chico YouthBuild staff will provide Muir teachers with information requested by Muir teachers that will help teachers evaluate the performance of students in the experiential components of the Muir curriculum.
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**D. Vocational Integration.** Muir staff and Chico YouthBuild staff will work together to offer students cost-effective formal vocation-related learning opportunities in relation to Chico YouthBuild project work. Muir and Chico YouthBuild staff will work together to incorporate reading, writing, math, critical thinking, and civic education activities into Chico YouthBuild project work and utilize the context of Chico YouthBuild project work for delivering high school courses.

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**E. Curriculum Information.** Muir will maintain student information, which will be available to each student's teacher and Muir administrators. Muir will provide Chico YouthBuild administrators with access to student data via [administration program], provided that all students participating in Chico YouthBuild sign a waiver that permits Chico YouthBuild to have access to student records. Muir will provide Chico YouthBuild with summary data regarding student enrollment, assessment, credits, CAHSEE, and graduation status. Muir agrees that it will comply with all applicable federal and State laws governing the privacy of pupil records.

- F. Maintenance of Pupil Records. Muir agrees that it will provide the District with any and all necessary information required for the District to maintain all required pupil records for each student enrolling in the program.
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# 42 VIII. Student Behavior

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44 Muir expects and requires students to act in a safe, courteous, and respectful manner at all 45 times. Muir teachers at Chico YouthBuild will establish rules and regulations for classroom behavior that are consistent with state laws and Muir and Chico YouthBuild policies. Muir teachers will document and advise Chico YouthBuild staff of significant breaches of school and Chico YouthBuild policies by students and others in and around Chico YouthBuild. Chico YouthBuild staff will apprise Muir teachers of Chico YouthBuild policies and standards for student behavior. Muir and Chico YouthBuild staff will be jointly responsible for maintaining behavior standards. Student disciplinary proceedings shall be administered under the procedures set forth in Muir's charter with the Nevada County Office of Education.

# IX. Professional Behavior

12 Muir and Chico YouthBuild staff will abide by common standards of professional 13 conduct and courtesy.

# 16 X. Staff Communication and Collaboration

18 The success of Muir students depends on ongoing and effective communication and 19 collaboration between Muir and Chico YouthBuild staff. To this end:

- Muir shall provide all instructional and administrative personnel for the provision and administration of instruction and educational services under this MOU, and shall pay the salaries of such personnel as set forth in Section III(D) of this MOU.
- Muir shall designate one of its staff at Chico YouthBuild as its lead teacher. Chico YouthBuild will designate one of its staff as its "Muir" liaison. The Executive Director of Muir or his/her designee will be Muir's lead liaison to Chico YouthBuild. From time to time when necessary, each of these liaisons may designate a colleague to act as the liaison in their stead.
- Chico YouthBuild shall invite and expect Muir staff to attend Chico YouthBuild staff meetings at the site, when appropriate. Muir staff shall attend all staff meetings to which they are invited to the extent they are reasonably notified and able.
  - Muir staff shall apprise Chico YouthBuild staff of Muir policies and practices that might reasonably affect the ability of Chico YouthBuild to successfully host Muir classes.
  - Appropriate Muir staff and Chico YouthBuild staff shall meet frequently (i.e., at a minimum of once per month) to discuss the conduct and progress of Muir students and to discuss issues that may arise between Muir and Chico YouthBuild staff.

# 44 XI. Conflict Resolution

- Muir and Chico YouthBuild agree to resolve disputes as close to their sources as possible.

A. Personal Responsibility. Muir expects its staff to resolve conflicts with Chico 1 YouthBuild staff, when possible, with the person or persons with whom they disagree and in a 2 manner consistent with Muir policy. Chico YouthBuild expects its employees to resolve conflicts 3 with Muir staff, when possible, with the person or persons with whom they disagree and in a 4 manner consistent with Chico YouthBuild and/or CUSD policy. Chico YouthBuild and Muir 5 staff will confer as appropriate with their respective managers to help them resolve 6 disagreements that they believe they might not be able to resolve themselves appropriately. 7 While direct communication between parties to a conflict should be the first step in any conflict 8 9 resolution procedure, the parties recognize that some conflicts may necessitate skipping this step. All employees and students should be directed to Muir or Chico YouthBuild policies concerning 10 conflict resolution, harassment, and sexual harassment for additional guidance. Further, site staff 11 will notify their respective managers about disputes and agreements that might affect Muir-Chico 12 13 YouthBuild relations and policies.

**B. Site-Based Responsibility.** To the extent that Muir and Chico YouthBuild staffs are not able to resolve a disagreement either together or with the assistance of others at the site, they will notify Chico YouthBuild Executive Director and Muir's Executive Director of the dispute. If circumstances arise at the local level that are contrary to any terms of this agreement, both Chico YouthBuild's Executive Director and Muir's Executive Director will be notified immediately. Chico YouthBuild's Executive Director and Muir's Executive Director will collaborate to investigate and resolve the matter.

# 24 XII. Term of MOU

A. Agreement. This MOU represents the entire agreement of the parties with respect to
 the matters covered hereby, and supersedes any oral or written understandings, agreements, or
 MOUs between the parties with respect to the subject matter of this agreement.

This MOU shall commence on the date upon which it is fully executed by the parties and shall remain in effect through June 30, 2014, or until such time as the parties agree to a new MOU or until such time as it is terminated as set forth below. The MOU is subject to termination during the term or any renewal term as set forth in this MOU. Either party may present proposed revisions to the MOU at any time and this MOU may be amended by mutual written agreement. The parties may agree in writing to extend or renew the terms of this MOU for the subsequent fiscal year.

**B. Modification**: Any modification of this MOU must be in writing and executed by duly authorized representatives of the parties specifically indicating the intent of the parties to modify this MOU. Unless otherwise agreed, all modification and amendment of the MOU shall take effect upon full execution of the amendment by both parties.

43 **C. Approval.** This agreement shall require the signatures of the duly authorized 44 representatives of Muir and Chico YouthBuild.

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• The duly authorized representative of Muir is its Executive Director.

• The duly authorized representative of Chico YouthBuild is its Executive Director or his/her designee.

**D. Termination.** Either party may terminate the Memorandum of Understanding for any reason or no reason with written notice by March 15 of the current school year. Prior to terminating this agreement, each party agrees to give due consideration to the effect that such termination will have on the Muir students, Muir faculty, and Chico YouthBuild staff and program, and each party will give notice to the other of any possible termination plans as soon as they are seriously contemplated.

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11 If the Nevada County Board of Education revokes the Muir charter, Muir will discontinue 12 operations in conjunction with Chico YouthBuild as soon as it is legally required to do so. Muir 13 will apprise Chico YouthBuild of any possible revocation of its charter as soon as it becomes 14 aware of any such possibility.

16 If either Muir or Chico YouthBuild fails to comply with any of the terms of this 17 Memorandum of Understanding either party may terminate the relationship upon written notice 18 of at least 30 days. If, in the view of Chico YouthBuild, Muir, or the Nevada County 19 Superintendent of Schools, the terms of this agreement create any threat to student or staff safety, 20 any one or more of these parties may terminate this agreement immediately.

21 If either Muir or Chico YouthBuild terminates this agreement, all state and federal funds 22 generated by Muir students will remain with Muir. However, CUSD shall retain any and all 23 funds disbursed under the U.S. Department of Labor in connection with the Chico YouthBuild 24 program. No funds will be transferred from Muir or Nevada County Superintendent of Schools to 25 any other school, charter authorizer, or local educational agency. All properties purchased for the 26 program with Muir funds will remain property of Muir, except as otherwise described herein. If a 27 program will continue to be served by another public school, Muir's Executive Director may 28 transfer such properties purchased for the program with Muir funds to the other school, provided 29 the property has a current value of less than \$500, or if Muir's Executive Director declares in 30 writing that Muir does not need the properties. The \$500 limit shall include the cumulative value 31 of items determined by Muir's Executive Director to be of a similar kind (e.g., textbooks, tables, 32 computers, etc.). Muir's Executive Director shall report to the Muir Board all transfers of 33 properties to another school that are individually or cumulatively (similar kind) valued over 34 \$500. 35

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# 38 XIII. Other Provisions

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A. School Accreditation. Muir is fully accredited by the Western Association of Schools
 and Colleges (WASC). Muir and Chico YouthBuild agree to work collaboratively in Muir's
 efforts to maintain accreditation from WASC. Muir will update Chico YouthBuild on the status
 of its accreditation and take the necessary steps to maintain its accreditation.

B. Chico YouthBuild Program. It is the sole responsibility of Chico YouthBuild to maintain all elements of its YouthBuild program consistent with the Department of Labor YouthBuild Grant requirements, or any law or agreements established between Chico YouthBuild and Muir. Chico YouthBuild must retain its YouthBuild funding and/or affiliate status by YouthBuild USA. Failure of Chico YouthBuild to retain the program elements required under law or this agreement is cause for termination of this agreement. To the extent that any of the requirements under this MOU conflict with the obligations under the Department of Labor YouthBuild Grant requirements, CUSD shall confer with Muir to achieve compliance with all grant requirements consistent with the intent of this MOU.

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**B. Muir Employment.** The Muir Executive Director, subject to the approval of the Muir Board of Directors, has the authority and the discretion to set compensation terms for Muir employees, and will do so in consultation with the Executive Director of Chico YouthBuild. The Executive Director and the Board of Directors shall approve all contracts for employment with Muir.

**C. Mediation**. Prior to the filing of any judicial action between CUSD/Chico YouthBuild, Muir, and/or the Nevada Superintendent of Schools, the parties agree to attempt to resolve the issues by way of non-binding mediation. Each party shall pay an equal share of the cost of mediation. Each party shall be responsible for its own costs and expenses related to participation in mediation. The parties shall mutually agree on a mediator.

20 **D. Jurisdiction.** The parties agree that for all legal action, the appropriate jurisdiction is 21 Butte County, State of California.

**E. Severability.** If any provision or any part of this MOU is for any reason held to be invalid and or unenforceable or contrary to public policy, law or statute and/or ordinance, the remainder of this MOU shall not be affected thereby and shall remain valid and fully enforceable.

F. Notification. All notices, requests, and other communications under this agreement shall be in writing and mailed to the proper addresses as follows:

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30	To Muir at:	John Muir Charter School
31		Attn: Executive Director
32		9845 Horn Road Suite 150
33		Sacramento, Ca 95827
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35	To Chico YouthBuild at:	Chico YouthBuild
36		Attn: Janet Brinson, Director
37		Street Address,
38		City, CA Zip
39	G. No Partnership. Nothing in	n this agreement is intended or deemed to constitute a

40 partnership or joint venture between any of the parties.

H. Entire Agreement. This agreement contains the entire agreement of the parties with
 respect to the matters covered hereby, and supersedes any oral or written understandings or
 agreements between the parties with respect to the subject matter of this agreement. No person or
 party is authorized to make any representations or warranties except as set forth herein, and no
 agreement, statement representation or promise by any party hereto which is not contained herein
 shall be valid or binding. The undersigned acknowledges that she/he has not relied upon any
 Page 10 of 12

warranties, representations, statements or promises by any of the parties herein or any of their agents or consultants except as may be expressly set forth in this Agreement. The parties further recognize that this agreement shall only be modified in writing by the mutual agreement of the parties.

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I. Joint Indemnification. With respect to its operations under this agreement Chico 6 YouthBuild shall, to the fullest extent permitted by law, hold harmless and indemnify, Muir its 7 officers, directors, and employees from and against any and all claims, demands, actions, suits 8 and losses, arising out of the actions of Chico YouthBuild or any of its employees, officers, 9 agents, including injury to any persons, including death or damage to any property caused by, 10 connected with, or attributable to the willful misconduct, negligent acts, errors or omissions of 11 Chico YouthBuild or its officers, employees, agents and consultants, excepting only that portion 12 of those claims, demands, actions, suits, losses, liability expenses and costs caused in whole or in 13 part by the negligence or willful misconduct of Muir or the Nevada County Superintendent of 14 Schools, the Nevada County Office of Education, the Nevada County Board of Education, or 15 their officers, directors and employees to the extent that portion of such negligence or willful 16 misconduct is established by a final judgment of a court of competent jurisdiction. If a court 17 determines that Muir, the Nevada County Board of Education, the Nevada County Office of 18 Education, or the Nevada County Superintendent of Schools was negligent or engaged in willful 19 misconduct the responsible party shall hold harmless and indemnify Chico YouthBuild and 20 CUSD for the losses attributable to such party's actions. 21 22

With respect to its operations under this agreement Muir shall, to the fullest extent 23 permitted by law, hold harmless and indemnify, Chico YouthBuild, CUSD and the Nevada 24 County Superintendent of Schools and Nevada County Superintendent of Schools, its officers, 25 directors, and employees from and against any and all claims, demands, actions, suits and losses, 26 arising out of the actions of Muir or any of its employees, officers, agents, including injury to any 27 persons, including death or damage to any property caused by, connected with, or attributable to 28 the willful misconduct, negligent acts, errors or omissions of Muir or its officers, employees, 29 agents and consultants, excepting only that portion of those claims, demands, actions, suits, 30 losses, liability expenses and costs caused in whole or in part by the negligence or willful 31 misconduct of Chico YouthBuild, its officers, directors and employees to the extent that portion 32 of such negligence or willful misconduct is established by a final judgment of a court of 33 competent jurisdiction. If a court determines that Chico YouthBuild was negligent or engaged in 34 willful misconduct the responsible party shall hold harmless and indemnify Muir and/or the 35 Nevada County Superintendent of Schools and Nevada County Superintendent of Schools for the 36 37 losses attributable to such party's actions.

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In no event shall this provision be construed so as to obligate Chico YouthBuild or CUSD to indemnify the Nevada County Superintendent of Schools, Nevada County Office of Education, or the Nevada County Board of Education from and against any and all claims, demands, actions, suits and losses, arising out of the performance of those entities' oversight duties over Muir. Muir, and not Chico YouthBuild or CUSD, shall maintain the exclusive legal responsibility to conduct its program in compliance with the terms and conditions of its charter and with applicable law.

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7	XIV. Signatures of Approval	
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10	10/00/40	
11	Dated:	
12		Name, Title
13		Muir
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15		
16	. / / .	ALL
17	Dated: 10/08/2013	Daved Acs
18	1 1	Name, Title
19		Chico Unifi

tt, Assistant Superintendent

ied School District



Contract#: 15-B-799-02-01

# Customized agreement between AFWD, Inc.

and

YouthBuild Chico

### A. Summary of Alliance for Workforce Development, Inc.

Alliance for Workforce Development, Inc. (AFWD) provides workforce development and human resource services throughout Butte, Plumas, Lassen, Modoc and Sierra Counties. Through our team approach, and in collaboration with other organizations, we are committed to meeting employers' workforce preparation needs.

The Career Center Advisors at the Alliance for Workforce Development, Inc. (AFWD) are dedicated to serving youth clients through comprehensive guidance and counseling, workforce preparation activities, and active recruitment of eligible and appropriate youth. AFWD is committed to helping youth remove barriers to employment and plan a career path that results in gainful employment.

## B. Description of the Agreement

Based on the request from YouthBuild Chico, AFWD has developed a customized agreement. AFWD will provide (case management services to eligible and enrolled YouthBuild clients.)

This service is designed to meet the needs of the students, the mission of the YouthBuild Chico program, and provide the opportunity for the students to progress towards post secondary education and/or the job market, and promote lifelong learning.

AFWD staff will work with YouthBuild Chico staff to determine specific needs and/or situations that should be addressed throughout the agreement.

The target group for this training includes 27-30 YouthBuild students who need these skills to prepare themselves for careers, job interviewing competition, and/or college application process.

The following are the basic elements of the agreement:

- File maintenance
- IDP (Individual Development Plan) for each client
- Case noting client information and progress in the DOL MIS
- Communication with YBC staff as well as partner agencies
- Sharing client data between AFWD and YBC
- Career Center Advisor onsite at YouthBuild Chico 20 hours per week
- Job Readiness Workshops

#### C. Measurement of Objectives and Skill Attainment: Job Readiness Workshops

The AFWD Job Readiness Workshops are designed to include practical and realistic workforce situations that students may encounter in the beginning of their careers. Resume writing and interview scenarios will be provided for each student for role-play. This step helps students transfer the skill points taught and builds the bridge to self-confidence and interviewing success.

Upon completion of Job Readiness workshops, the students will have attained the specific skills necessary to be successful in job searches. Upon completion of the training, each student will be presented with a certificate.

#### D. Qualifications of Training Staff:

YouthBuild Chico approves the staff provided by AFWD, Inc. YouthBuild Chico recognizes that AFWD staff members are gualified professionals who possess the education and experience necessary to perform the agreed upon duties.

## E. Fee:

Agreement will cover dates mutually agreed upon by both parties, July 15, 2014 to July 14, 2015. AFWD will provide services to the YouthBuild Chico program as listed above. The total cost for these services is \$25,000.00. AFWD will invoice CUSD quarterly in the amount of \$6250.00 for services rendered.

We agree to the above terms and conditions of this agreement.

YouthBuild Chico Representative

Alliance for Workforce Development, Inc.

Date Date

#### Alliance for Workforce Development Agreement Synopsis

Work site requirements

- Teach skills and readiness for future employment opportunities
- Establish a beginning and end date for training; hours of training
- Maintain time and attendance records (timesheets)
- Safe work environment/supervision (follow laws), no access to alcohol under 21
- Can NOT drive work vehicles
- Work site can NOT participate in this program if an employee is recently laid off/terminated from a similar position filled by an AFWD participant
- Work site can NOT participate in program if experiencing abnormal labor conditions (strikes, layoffs, etc.).
- Program can't get in the way of employees getting promoted or getting re-hired from a layoff.

Work Site assures:

- Comply with all regulations, policies, licensing, taxation, insurance (State, Federal, County, WIA, DOL, AFWD).
- No discrimination (sex, race, etc.)
- Comply with Watch Act (no political activities)
- Services under this agreement can NOT be subcontracted without consent.
- No assisting or detouring union organizations.
- Good work conditions.
- No working allowed in a place used for sectarian or religious worship
- Work site can't have a past history of contempt by the Federal Court within the past 2 years regarding failure to comply.
- Must maintain confidentiality of info regarding workers and their families.
- Have liability insurance and evidence of workers comp insurance.
- No training allowed for immediate family of work site or supervisor.
- Hold AFWD harmless for any damages, death, loss of income, etc. if acts are intentional or contract is not followed.

Other Notes:

- AFWD will visit work site at least once per month (has the right to observe)
- Transfer fees or payroll fees occurring when you are converting to work site payroll are not EEP's responsibility
- This agreement can be terminated at any time by EEP or AFWD. If no funds are received, contract will be terminated.
- Must hold onto records for 3 years
- AFWD does not provide medical benefits
- Work site must protect public against registered sex offenders and violent workers. Notify AFWD if you are employing a sex offender or become aware that you are employing one.
- WIA funds can NOT be used for the following situations: displacement of workers, partial displacement of
  workers, impairment of contracts for services, substitution for existing federal assisted jobs, layoffs, rehiring,
  hiring freeze, reduction of customary level services and anything that infringes promotion opportunities for
  current employees.
- The contact contains examples of a work experience job description and performance evaluation.

	YOUTHBUILD CHICO DAILY SCHEDULE						
	Monday	Tuesday	Wednesday	Thursday	Friday		
8:15 - 8:20	Leadership	Leadership	Leadership	Leadership	Leadership		
8:20 - 9:00	All - Education	Education	Education	Education	Construction		
9:00 - 9:15	Break	Break	Break	Break	Break		
9:15 -12:15	All - Education	Team 1-2 (3) Edu Team 3-4 (3) Const	Team 1-2 (3) Edu Team 3-4 (3) Const	Team 1-2 (3) Edu Team 3-4 (3) Const	Construction		
12:15 - 12:45	Lunch	Lunch	Lunch	Lunch	Lunch		
12:45 - 3:45	All - Education	Team 3-4 (3) Edu Team 1-2 (3) Const	Team 3-4 (3) Edu Team 1-2 (3) Const	<b>Team 3-4 (3) Edu</b> Team 1-2 (3) Const	Construction (Release 2:45)		
3:45 - 4:15	Released	Leadership	Leadership	Leadership	Released		