

**SELACO WDB - Services for WIOA Youth  
Request for Proposal  
PY 2023-2024 & 2024-2025**

**Proposal Form 1**

**Proposal Summary and Signature Form**

**Part 1 – Proposer Information**

**A. Proposer Information (“Lead Agency,” if a Joint Proposal)**

Proposer Agency Name:

Address:

Telephone:

Fax:

Contact Name/Title:

E-mail:

Type of Organization:

- Government (specify): \_\_\_\_\_
- One-Stop Operator / Center
- Community Based Organization
- Faith Based Organization
- Labor Organization
- Business & Trade Association
- Education (specify): \_\_\_\_\_
- Other: \_\_\_\_\_

Proposed Budget: \$ \_\_\_\_\_

Proposed Enrollments: \_\_\_\_\_

Proposed Program Service(s):

\_\_\_ Eligibility, Assessment, ISS  
Development, Supportive Services,  
Personal & Career Counseling, Follow-  
up **-and-**

\_\_\_ Occupational Skills Training

\_\_\_ Paid Work Experience

**B. Collaborator Information (Only applicable to Joint Proposals)**

Collaborator Agency Name:

Address:

Telephone:

Fax:

Contact Name/Title:

E-mail:

Type of Organization:

- Government (specify): \_\_\_\_\_
- One-Stop Operator / Center
- Community Based Organization
- Faith Based Organization
- Labor Organization
- Business & Trade Association
- Education (specify): \_\_\_\_\_
- Other: \_\_\_\_\_

Proposed Budget: \$ \_\_\_\_\_

Proposed Enrollments: \_\_\_\_\_

Proposed Program Service(s):

\_\_\_ Eligibility, Assessment, ISS  
Development, Supportive Services,  
Personal & Career Counseling, Follow-  
up **-and-**


\_\_\_ Occupational Skills Training

\_\_\_ Paid Work Experience

**Part 2 – Proposer Signatures**

**A. Proposer Signature (for “Lead Agency” if a Joint Proposal)**

To the best of my knowledge and belief, all data in this application are true and correct. The Governing body of the applicant has duly authorized the document and the applicant will comply with all contractual requirements as dictated by the Department of Labor, State of California and/or Workforce Investment Board if awarded.

John Hall Jr	President
Typed Name of Authorized Representative:	Title:
	12/14/2023
Signature of Authorized Representative	Date:

**B. Collaborator Signature (Only applicable to Joint Proposals)**

To the best of my knowledge and belief, all data in this application are true and correct. The Governing body of the applicant has duly authorized the document and the applicant will comply with all contractual requirements as dictated by the Department of Labor, State of California and/or Workforce Investment Board if awarded.

Typed Name of Authorized Representative:	Title:
Signature of Authorized Representative	Date:

If the proposal includes more than one (1) collaborator (i.e., financial partner), attach additional pages to include “Collaborator Information” and “Collaborator Signature” for this agency(ies).

**SELACO WDB - Services for WIOA Youth  
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**Proposal Form 2**

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## **Narrative 1 – Summary of Proposed Services**

### **1.A. Describe how your proposed program corresponds to the service needs of the target youth population. Indicate cities of residence for youth to be served.**

Hawkeye’s Workforce and Career Development Department has the primary focus to address the skills gap by purposefully matching local employers with a prepared, trained, and skilled local workforce. Hawkeye will serve as a liaison between opportunity youth with multiple barriers and businesses/employers. Hawkeye’s network provides education, training, work experience and job placement services. Hawkeye’s proposed youth program will empower youth participants to be engaged, contributing members of the workforce and community. In turn, attracting employers looking to seize the opportunities presented by Southeast Los Angeles County’s unique advantages and capitalize on this countywide prosperity. The proposed project will further this vision by helping opportunity youth develop employment skills and/or engage in education that will aid them in pursuing career goals that would otherwise be unattainable. Examples of how Hawkeye does this is by providing ample resources in apprenticeships, workshops, leadership development opportunities via work based learning, and responsive alignment with community partners. Hawkeye proposes to work in collaboration with other providers and stakeholders to build a stronger, more cohesive system that is responsive to and accommodates youths' various unique needs. Thus, helping individuals become successful employees or entrepreneurs. Hawkeye seeks to align resources and contribute to the network of service providers making meaningful impact in Southeast Los Angeles County by offering innovative, proactive, and creative youth workforce program services. One of Hawkeye’s many goals is to serve as a convener that brings stakeholders together to openly discuss challenges, share solutions, and put forth collaborative strategies that impact opportunity youth. Hawkeye believes the purposeful connection of education, opportunity, and high growth jobs offering sustainable wages changes lives. Hawkeye is eager to aid youth in Southeast Los Angeles County working toward the aforementioned by developing programs and services that reduce barriers, engage new potential employees, and develop the talents and success of said youth.

### **1.B. Describe program services, goals, and expected outcomes of the program.**

Hawkeye seeks to provide all 14 elements of the WIOA Youth Program. Hawkeye seeks to serve a combination of Out-of-School Youth and In-School Youth. Our goal will be to serve and enroll 80% OSY and 20% ISY for WIOA Program Services. The expected performance outcomes will align with expected WIOA Outcomes including but not limited to:

- Employment or Education in the 2<sup>nd</sup> Quarter after Exit
- Employment or Education in the 4<sup>th</sup> Quarter after Exit
- Median Earnings in the 2<sup>nd</sup> Quarter after Exit
- Credential Attainment
- Measurable Skills Gains

## **Narrative 2 – Experience and Qualifications of Proposer**

### **2.A. Describe the proposer’s experience in employment-related youth programs.**

Hawkeye Properties and Workforce Innovation, Inc. (Hawkeye) is a non-profit 501 (c)(3) organization that is currently providing workforce and career development services in San Bernardino County. Initially briefly serving the LA County area, Hawkeye began providing workforce and career development support to Options for Youth and Opportunities for Learning Charter Schools. Hawkeye supported and aided with career technical education curriculum development, employment and career fair recruitment assistance, job readiness training, development of worksites for interested youth and placement into subsidized work experience opportunities. Service numbers from 2018-2019 served 153 youth and placed 52 into work experience assignments. As of January 2021, Hawkeye began operating a San Bernardino County Workforce Development Department (WDD) funded CalWORKs Subsidized Employment Program (CSEP) in the city of Ontario, Ca. Hawkeye is contracted to serve 30 CalWORKs participants and place them into work experience that will lead to unsubsidized employment. The CalWORKs Subsidized Employment Program (CSEP) is a cost reimbursement program that has allowed Hawkeye to develop experience working with the San Bernardino County WDD fiscal team. Hawkeye’s staff experience ranges from developing and presenting workforce development training to stand-alone workshops to embedding instruction over multiple weeks. CalWORKs participants first participate in a basic intake and orientation session with Career Service Specialist (CSS). Once enrolled, all participants attend a one-day, job readiness workshop prior to job placement. The Business Service Specialist and Career Service Specialist conduct workshops to introduce workplace etiquette expectations, professionalism—including punctuality and performance, appropriate attire, professional communication, conflict resolution, time management, financial literacy, and entrepreneur workshops. In order to provide up-to-date insight on the aforementioned topics to program participants, Hawkeye has invited several guest speakers who are subject-matter experts from the community to provide their insights and industry knowledge within scheduled workshops. Through the CSEP, Hawkeye has received 28 referrals and successfully placed 16 people into work experience. Hawkeye has developed and nurtured a robust variety of available worksites for program participants including those with remote work opportunities. Hawkeye successfully recruited, trained, and placed over 240 adults during the initial onset of the covid-19 pandemic by organizing over 40 virtual targeted recruitment and drive-thru hiring events to fill critical front-line positions. In preparation for upcoming virtual or drive-thru hiring events, Hawkeye hosted resume development and interview workshops through Zoom and Google Meet platforms. Registered job seekers were invited to attend workshops prior to hiring events. Hawkeye developed innovative workshops around the use of virtual platforms, utilized google classroom to share resources and facilitated ongoing job readiness workshops accessible through free registration on Eventbrite for several months during the stay-at-home orders. Hawkeye will continue to prepare youth for remote employment and work settings. An Open Chat Forum was developed in early 2021 which serves as a recurring virtual meeting session held once a month for all worksite supervisors and local businesses interested in becoming a worksite to discuss expectations for the program, progress on youth placed at current worksites, discuss coaching topics and overall ensure the worksite and employer feel supported by Hawkeye. Collaboration is a defining feature of all of Hawkeye’s work. The partners listed in the following section allow Hawkeye to coordinate a seamless service delivery system that is more convenient and accommodating to provide youth the best chance to succeed and achieve their full potential. Hawkeye will provide youth with resources to obtain the vocational and academic skills that lead to meaningful employment and career advancement opportunities. Continued co-location of programs with partners maximizes opportunities for youth participants to access services. Participants will be co-enrolled into other programs as eligible in order to receive assistance that will help them succeed. Program staff will ensure that services are not duplicated by conducting quality checks and communicating with partners. Through these partnerships, agencies cross-refer and co-enroll individuals that benefit from both services. Hawkeye has a history of robust relationships with community organizations and government agencies as a part

of a network of wraparound services for disconnected, multiple-barrier, opportunity youth. Hawkeye understands that this demographic requires leveraging to reinforce messaging, tactics, and outcomes laid out in Individual Service Strategies (ISS). Hawkeye currently collaborates with local school district Career Navigators; has developed relationships with community-based organizations that operate WIOA programs; partners with OFY public charter and contract schools; co-enrolls program participants with Transitional Assistance Department, Department of Rehabilitation (DOR), and the Department of Behavioral Health. Hawkeye maintains partnerships with countless non-profit, for-profit, and public entities in the targeted community. Hawkeye partnered with Pathways College 2020-2021 to outreach and offer work readiness workshops as well as offer job placement assistance to over 149 participants completing certification programs through Pathways College. Hawkeye successfully placed 70% of the trained individuals into gainful employment. Additionally, Hawkeye prioritizes nurturing relationships with local America's Job Centers of California (AJCC) to co-enroll referred adults where appropriate and provide additional WIOA assistance to eligible participants. Hawkeye also provides direct assistance to young adults, parents, and families in need of job search assistance through the alumni network of Options for Youth charter schools. Hawkeye has adopted an industry sector-based approach to employment and career pathway services. This enables the organization to focus on in-demand, high growth potential, dynamic industries with quality career opportunities for jobseekers. It also increases Hawkeye's familiarity with high-demand occupations, training and experience needs, and career mobility opportunities in identified industries for both job seekers and employers. Hawkeye is using the workforce and economic development agencies' conducted research and analyzing industry growth and changes in the region including Los Angeles County local and regional plans. Currently, Hawkeye works with nearly 45 businesses/employers across its territory covering various sectors. In addition to using this data to guide its efforts, Hawkeye continues to engage the workforce community of Los Angeles County and collaborate with local chambers of commerce to understand the growing needs of the local business community. The Career Coaches and Program Coordinator will help the organization assess industry dynamics, identify career opportunities, and ensure that education and training opportunities are connected to real-time industry needs. Future plans reflect convening employers and training providers to build a more cohesive network of partners to gather practical experiences and activity in the region that is not currently reflected in the data.

**2.B. Describe the proposer's fiscal record keeping methods to facilitate audit reviews.**

Hawkeye has gained vital experience operating a cost reimbursement program through its San Bernardino County WIOA Youth, CalWORKs Supported Employment Program (CSEP) and CalWORKs Youth Employment Program (CYEP) with San Bernardino County Workforce Development Department. Through this program, Hawkeye has developed strong project planning and management capacity that ensures successful completion of goals and established performance benchmarks. Project teams meet weekly to discuss performance, challenges, and strategy. Project teams report to the Director of WIOA Services daily to discuss performance. Hawkeye's Accounting and Finance Department monitors the fiscal operations of grant-funded programs, submits monthly reimbursement requests, and provides supporting documentation as necessary. In addition, the Accounting and Finance Department will work closely with the Youth Program Coordinator and Director of WIOA Services to prepare for audits. Hawkeye undergoes an annual independent audit and follows Generally Accepted Accounting Principles (GAAP).

**2.C. Describe the proposer's participant record keeping methods to facilitate audit reviews.**

Hawkeye utilizes the CalJOBS system for all WIOA enrollments and all participant records are maintained in physical case files in addition to CalJOBS.

### **Narrative 3 – Program Design and Service Delivery**

#### **3.A. Indicate if the response is a joint proposal and, if so, the lead agency’s responsibilities in the delivery of services.**

Hawkeye will be the lead agency for this application, and we will not have a joint proposer.

#### **3.B. Describe any partnerships and the partners’ roles in the delivery of services.**

Hawkeye proposes to work in close collaboration with the local AJCC and community partners to ensure access to wraparound services for all enrolled youth. Hawkeye understands that the above programs have the most impact when structured collaboratively and have aligned resources and objectives. This is particularly true when working with populations with numerous barriers to employment and economic mobility. Hawkeye will nurture and develop relationships with local charter schools, alternative education schools, post-secondary education, occupational training providers, community programs, and businesses throughout the Southeast Los Angeles County region. Hawkeye will work with local school districts, Options for Youth, and other charter schools in providing outreach and information to high school students and students at risk of not graduating. Hawkeye has a robust network of employer relationships and diverse worksites available for work experience youth. Ongoing communication with worksites is conducted through monthly Open Chat Forum meetings where support, guidance, and updates are provided.

#### **3.C. Provide the following information for each facility or “center” to be used to deliver services. Include: Complete address; Telephone numbers; Contact person(s); Operating hours, including weekends, if applicable.**

Hawkeye is interested in renting available space at the Southeast Los Angeles AJCC located at 4353 Tweedy Blvd., South Gate, CA 90280 in order to operate WIOA Youth services.

#### **3.D. Briefly provide a description of each Youth Service Facility and summarize the services to be provided at each site. If applicable, describe the proposer’s virtual service delivery methodology.**

#### **3.E. Describe the accessibility of the Youth Service Facility in terms of public transportation, parking, safety, handicapped accessibility, and youth friendliness. If applicable, describe the accessibility of virtual services.**

Hawkeye is interested in renting available space at the Southeast Los Angeles AJCC located at 4353 Tweedy Blvd., South Gate, CA 90280 in order to operate WIOA Youth services. The benefit of utilizing the AJCC space aids in ensuring that all services are accessible, and the location meets all accessibility requirements.

#### **3.F. Describe your recruiting methods. How will you ensure that eligible youth are being served?**

Hawkeye will identify and recruit approximately 100 youth, both out-of-school and eligible in-school youth to ensure that 80 WIOA eligible youth participants (age 16-24) are enrolled. In order to reach youth under this grant, Hawkeye will leverage its strong ties to Options for Youth, local school districts, and community partners. Hawkeye will conduct recruitment at schools, youth programs, and agencies where youth and their families may be receiving services. Most participants will engage with Hawkeye through referrals from charter schools and community organizations. This collaborative, shared-resources approach is a fiscally responsible method of outreach to ensure that funds will be spent directly on youth participants. Program marketing efforts will include flyers, Open House events, and online promotion on Hawkeye’s website, social media channels and local radio stations. Hawkeye will have a large presence in order to reach our target demographic. We will continue to connect with local employers, post flyers in community spaces, facilitate meet and greets with local community partners, host job and resource fairs, conduct a coat drive, develop community service events. Any events hosted by Hawkeye will have alumni and currently enrolled participants in attendance in order to speak on behalf of their experience with Hawkeye services.

**3.G. Describe your intake/eligibility assessment process and identify who is responsible for providing these services?**

Hawkeye proposes to serve 80 youth who reside in the cities of Artesia, Bellflower, Cerritos, Downey, Hawaiian Gardens, Lakewood, Norwalk, and Paramount. Participants will meet with a Career Coach who will perform a one-on-one assessment. This process will simultaneously determine eligibility and identify barriers that can be minimized through referrals to partner agencies, and community resources. This approach increases a participant's likelihood of success in education, training or employment placements. Barriers may include but are not limited to childcare; housing; transportation; medical and mental health services; work attire, tools, or supplies; or other circumstances.

**3.H. Describe your case management strategies, i.e. methodology of case management to be provided, ratio of case manager and participant, etc. How will information on individual participants be shared to enhance the services provided to youth within the collaboration?**

Upon enrollment, Hawkeye staff will work with each participant to create an ISS. Hawkeye will require regularly scheduled meetings, thus providing space for proactive planning for barrier removal, decreased crisis intervention, and lasting progress toward stabilization. If selected, participants can be clustered into small groups for life skills instruction. These group settings will create natural networks, positive new attachments, integration, and service into a larger peer community. Each participant will be collaboratively assigned an individualized career coach. Career coaches will be responsible for creating more comprehensive case management teams. Case management teams can include, but are not limited to, career coaches, service providers, and outside agencies. These teams are in consistent communication to ensure that participants are attending, receiving the support necessary, and monitoring the progress of participants. If necessary, case management teams can revise ISS with participant collaboration. Throughout program completion, participants will be provided with long term post program support.

Successfully managing a WIOA Youth Program requires a coordinated effort to serve youth and coordinating services associated with both community partners and employers. Depending on the specific needs of each individual, seamless-service delivery allows participants to move between programs or receive assistance from a variety of resources including employers. Local businesses are regarded as "dual customers" by Hawkeye. They are the other critical component of the equation for purposeful job matching and meaningful subsidized work experience opportunities. Intentional matching between participants and worksites provides ample opportunity for youth participants to be hired into unsubsidized employment at the end of the work experience hours. Hawkeye listens carefully to our business community through information received in our monthly Open Chat forum and information received on surveys to ensure their needs are met and support is provided ongoing to create work experience opportunities that afford our participants the ability to both learn and develop leadership skills throughout their time with the business. Program staff work with participants by assessing their needs and interests, providing job readiness workshops, and an overview of the landscape of careers. This aids in participants being successfully placed with businesses for work experience with clearly defined learning goals, which will lead to gainful employment opportunities. Staff conduct ongoing weekly check-in with each program participant currently completing work experience hours for status updates at worksites and monitor their progress. Hawkeye is committed to exposing youth to a wide range of careers. Every participant will be required to take part in the job readiness workshops. Hawkeye relies on existing business partnerships and focuses on the ongoing recruitment of business partnerships to expand work experience worksites and job placement opportunities. Hawkeye has extensive experience working with the private sector to identify and place participants in unsubsidized employment as well as worksites for subsidized employment experience. Prospective worksites are identified through our hawkeye.org website, Career Coach team and the Director of WIOA.

**3.I. Describe the system(s) in place to ensure participants receive the services determined necessary by their individual assessment or ISS. Indicate how the system(s) in place will accurately track and monitor services provided and participant progress.**

Hawkeye will take a team approach, have mentors visit job sites, obtain additional contacts for participants, set attainable benchmarks, and celebrate success with participants in order to better serve youth case management<sup>1</sup>. Youth are assisted by a Career Coach and Youth Program Coordinator in order to collaborate in developing an ISS. Through this process, Hawkeye will provide current Labor Market Information. The ISS collaborative writing process will assist youth with developing career and technical education, SMART (Specific, Measurable, Achievable, Realistic, and Time-bound) goals based on personal interests and abilities.

In order to give youth participants proper information and appropriate guidance to make informed decisions that will lead to outcomes that meet federally established performance standards, the following tools will be used:

- College Information Sessions: Hawkeye will host college information sessions. Youth will be informed about the CSU, UC, and Private school systems, and guidance is given about FAFSA and scholarships.
- In-Person and/or Virtual Recruitment /Career Fairs: Staff offer the chance to undergo a mock interview prior to the event and feedback is given. Career fairs which bring in representatives from various career pathways and industry sectors make presentations about their fields and answer questions.
- Career Exploration: Participants complete a Choice360 profile to clarify their career interests. They can select three careers which interest them and conduct research about income and industry demand at ONETonline.com.
- Job Readiness Workshops: will be provided based on strengths and weaknesses identified in the ISS
- Mental & Behavioral Health: Referrals can be made to the County's Behavioral Health Department if requested
- Financial Literacy: All youth participants attend a financial literacy workshop presented by Hawkeye, or available scheduled credit union partners which covers topics like debt, credit cards, checking and savings accounts, and how to save for college.
- Supportive Services: Referred based on ISS. Hawkeye has a variety of supportive services to ensure elimination of obstacles causing hardship with program participation.
- Personal Life Improvement: Hawkeye utilizes partnerships to address needs in youth's personal lives. Hawkeye has partnered with organizations such as Planned Parenthood that provide workshops about healthy relationships and other health related concerns.
- WEX Training: If participants do not have work experience in desired fields, Hawkeye provides subsidized work experience training.
- Vocational Training: If participants do not have certifications necessary in desired fields, Hawkeye will offer vocational training.

**3.J. Describe how the fourteen (14) required WIOA Youth components are integrated into the proposed project.**

Hawkeye will be able to offer all 14 WIOA Youth elements and will collaborate with local community partners to support elements.

**3.K. Describe the employment skills elements of your program and how the following services/activities will be provided through your service delivery system: Pre-employment and maturity skills; Career counseling and career exploration; Job-specific skills; Work experience opportunities, including such opportunities that will be provided through virtual platforms; Job development and job placement assistance**

Utilizing non-federal funding, Hawkeye employs a Director of WIOA Services who is responsible for

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<sup>1</sup> From "Preparing Youth for a Lifetime of Success", Employment and Training Administration: US Department of Labor, 2017, *The Case Management Toolkit: Youth Connections*, p. 46. Adapted with permission.

establishing and maintaining relationships with educational institutions (including post-secondary), identifying meaningful educational and training programs, and working with educators on customizing training programs. Hawkeye will facilitate connection and financially support specific training providers, thus helping to remove barriers. Hawkeye will rely on the expertise and feedback of partners to inform the design of customized, industry-specific education and training programs resulting in successful preparation for entry into a sustainable career pathway.

**3.L. Describe the education elements of your program and how the following services/activities will be provided through your service delivery system: Occupational Skills Training; Basic Skills (Reading/Math); English as a Second Language/English Language Learning; Computer Literacy; Job Readiness Skills; Instruction Leading to Completion of Secondary School; Alternative School Services; Preparation for Post-Secondary Educational Opportunities; Life Skills**

Basic job readiness: Once a participant has been determined eligible and has completed enrollment in the WIOA youth program, services can begin. Hawkeye staff will evaluate work experience, occupational skills, interests, aptitudes, social-familial, and health needs. Hawkeye staff will administer the CASAS assessment, which measures basic reading, and math skills within a functional context. All participants will be trained and receive workshops based on the proven practices of the *7 Habits of Highly Effective People* by Stephen Covey. Staff will determine a comprehensive support service plan to ensure access to resources such as housing, financial literacy, mental health counseling, and substance abuse counseling. Once the support service plan is complete, Hawkeye will utilize pre-employment curriculum that will build skills such as the following:

- Job search skills – Hawkeye staff will discuss career interests, provide labor market information and related occupational guidance, instruct how to utilize online job search functions, aid in completing applications, and help prepare for career fairs.
- Resume writing – practice resume-writing skills with feedback and guidance.
- Interview skills – instruction on interviewing techniques, in addition to mock interviews with corporate professionals and volunteer hiring managers
- Financial literacy training – provided as in-kind support by partners JP Morgan Chase, and Bank of America.
- Case management and follow-up services – ongoing support and assessment of personal development and assistance identifying resources

Education and Career Services: At this point, youth will elect to enter either career or training services. Youth are able to receive both education and career services concurrently. For training services, youth will be supported by Hawkeye’s network for Basic Skills remediation, High School/GED program if necessary, occupational training, and post-secondary education. For career- services, youth have access to a variety of opportunities including subsidized work experience, internships, job shadowing, pre-apprenticeships, and/or apprenticeships. With the objective being placement in an unsubsidized career aligned occupation related to training.

**3.M. What are your plans to provide contextual basic skills and/or activities that link academic and occupational training?**

Hawkeye plans to work in close collaboration with local community colleges in order to connect youth with training opportunities in in-demand industry sectors.

**3.N. List employers and/or work sites that have already committed to hiring and providing employment opportunities and paid/unpaid work experiences, including internships and job**

**shadowing. If you have not yet identified employers or work sites, describe your work plan for doing so.**

Hawkeye will engage local chambers of commerce, community partners and network with local businesses in order to develop employment opportunities and work sites. Engaged and ongoing outreach to the business community will allow us to offer this service.

**3.O. Describe how participant follow-up will be conducted for no less than six months but no longer than 12 months for participants following completion of the program.**

During the minimal 12 months of follow-up, Hawkeye staff will communicate with participants at least quarterly. Monthly check-ins will take place for participants whose placement was in educational or training programs, but exited without employment, or participants deemed high-risk for program attrition. Career Coaches will keep data regarding each follow-up with regards to advancement, new placements, and in the case of loss of placement, the contributing barriers. All participants will be asked to complete brief surveys at six- and twelve-months post-exit.

**3.P. Include a flowchart that illustrates how youth will move through the proposed program and indicate the staff or agency responsible for each service/activity. The “Program Flow Chart” should be included in the proposal package as Proposal Attachment 2.**

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#### **Narrative 4 – Program Outcomes/Planned Performance**

##### **4.A. What are the program’s specific goals/performance objectives (based on the proposed design)?**

Hawkeye will offer group and individual training both in-person and virtually on soft skills, such as dressing for success, professionalism in the workplace, and general job readiness. The workshops will be offered virtually and other various locations where participants receive services to ensure that they are widely accessible. Hawkeye will work with OFY, and adult education and training providers to ensure that these soft skills are aligned and completed with respect to industry recognized hard skills and certificate training. Post orientation, participants will meet with a Career Coach who will perform a one-on-one assessment. As part of the assessment process, the Career Coach will assess work experience, occupational skills, interests, aptitudes, and needs. The Career Coach will administer the CASAS assessment to assess basic reading and math skills within a functional context. The CASAS exam results inform the development of the Individual Services Strategy (ISS). The system will help identify areas of strengths and weakness, in addition to individual youth needs to prioritize in order to achieve goals. This will also provide a basis to measure skills gains over the course of enrollment. Hawkeye will meet as a team each week to review progress towards mandated performance standards and projected goals. Hawkeye will closely monitor participants' progress and engagement. ISSs’ will be updated quarterly and signed by the participant. This enables staff to continually assess effective practices and areas for improvement. Hawkeye will provide ample opportunity for virtual services. If necessary, Hawkeye can provide assistive technological support via Google Suite. These will be combined with in-person programs in both group and individual settings to serve as many participants as possible. Hawkeye will post events on the website and social media, making social media an available preferred contact method. Hawkeye will contact participants using their preferred contact method one week before and one day before the event as a reminder of service/activity. Additionally, Hawkeye will virtually and physically supply monthly calendars of service and activities. Hawkeye program staff work from the understanding that high participation of youth participants is due to two primary factors: trust and quality programming. Career Coaches are responsible for assisting the youth in developing an ISS, and for cultivating a trusting relationship that will promote open communication, engagement, and positive behavior. Programming must be interactive, must vary, and leave youth with applicable takeaways. Hawkeye staff will communicate with participants to ensure awareness of programming and report on attendance. Hawkeye will provide incentives, leadership activities, and other individualized strategies to keep youth engaged. The Service delivery team will make a focused effort to ensure youth understand required program participation in order to reach identified goals.

##### **4.B. Describe how the program will meet the required performance goals required under WIOA.**

Hawkeye has gained vital experience operating a cost reimbursement programs through its work with San Bernardino County Workforce Development Department. Through these programs, Hawkeye has developed strong project planning and management capacity that ensures successful completion of goals and established performance benchmarks. Project teams meet weekly to discuss performance, challenges, and strategy. Project teams report to the Director of WIOA Services daily to discuss performance. Hawkeye’s Accounting and Finance Department monitors the fiscal operations of grant-funded programs, submits monthly reimbursement requests, and provides supporting documentation as necessary. In addition, the Accounting and Finance Department will work closely with the Program Manager, Youth Program Coordinator and Director of WIOA Services to prepare for audits. Hawkeye undergoes an annual independent audit and follows Generally Accepted Accounting Principles (GAAP).

##### **4.C. For participants needing WIOA Title I Adult program services, describe how such individuals will be referred to the SELACO WDB AJCC.**

Hawkeye will use the documented AJCC referral process – we will follow that process to refer any youth that for whatever reason are not eligible for WIOA Youth. Youth will be referred to the AJCC nearest their home

location for services. If a participant is not eligible for the WIOA program, Hawkeye will determine if they are eligible for any other Hawkeye operated program or services. If the participant is not eligible for any Hawkeye programs, Hawkeye will inform and refer participants to the local AJCC center in addition to identifying community resources and support available. Hawkeye will call the nearest AJCC to the individual's home and schedule an appointment. Hawkeye will follow up with AJCC contact ensuring the participant makes the appointment.

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### **Narrative 5 – Budget Justification and Leveraging**

#### **5.A. For all budgeted items, please provide a brief narrative explanation and justification of planned expenditures.**

Hawkeye Properties and Workforce Innovation, Inc.'s (Hawkeye) budget is designed to maximize participant-centered program services, while allocating significant resources to direct participant costs. Hawkeye will support two FTE through this grant to provide direct services to youth. The staffing structure allows Hawkeye to address the barriers and needs of the youth participants served under this grant funding. This dual spending focus concentrates on staff to provide services that benefit participants such as job readiness training, referral services and workshops; and focuses directly on youth for contextualized opportunities including subsidized employment, supportive services and leadership development.

Hawkeye has secured strongly aligned leveraged resources that provide measurable value to the project and the youth participants. Hawkeye will leverage additional staff funded through other sources to support project outcomes.

#### **A. Staff Salaries:**

**Program Manager 1FTE (100%)** – coordination of all project activities, monitoring and reporting, and staff support. Directly leads youth activities related to leadership, civic engagement, and mentoring. Qualifications: Bachelor's Degree preferred or equivalent combination of education and experience, three years of human services experience in the nonprofit field, or appropriate combination of education/ experience.

**Career Coaches 1FTE (100%)** -- provide individualized case management, support developing an Individual Service Strategy (ISS), career/education counseling, worksite development, monitoring, supervision, timesheet drop-off/pick-up, and follow-up/retention support to participants. Also works with Career Pathways Specialist to place participants in education, training, and job placement opportunities. Qualifications: Bachelor's Degree preferred or equivalent combination of education and experience; at least three years providing case management or counseling services.

The **Director of WIOA Service** (a 100% leveraged staff member from other non-federal resources) will ensure that the project is aligned with other Hawkeye programs and services. Driving the organization towards a common vision, this position will maximize the utility of shared program resources and reduce inefficiencies and redundancies. The Director of WIOA will collaborate with the Program Manager to establish the annual project plan, implement a monitoring and continuous improvement process, and work with staff to provide high quality services to youth participants. This position will be responsible for monitoring participant progress, communication, and follow-up with youth.

#### **\$138,000 – Participant Wages and Benefits**

60 participants x \$17.00 per hour x 120 hours = \$122,400.00

Employment Benefits (FICA, WC, SUI): \$451,050 x 13% = \$58,637.00

Total Participant Wages & Benefits: \$122,400 + \$58,637 = \$181,037.00

#### **\$20,000 – Participant Supportive Services**

Participants will receive an average of \$250 in unduplicated supportive services. Participants will receive Walmart, Marshall's or Arco prepaid gift cards for work clothing, equipment or transportation assistance as needed after completion of job readiness workshops to allow participants to fully participate in subsidized work experience activities.

**5.B. List the source(s) and amounts of leverage to be used to pay for services (other than work experience) that will be provided to participants under the WDB Youth Program to be funded under this proposal.**

The **Director of WIOA Service** (a 100% leveraged staff member from other non-federal resources) will ensure that the project is aligned with other Hawkeye programs and services. Driving the organization towards a common vision, this position will maximize the utility of shared program resources and reduce inefficiencies and redundancies. The Director of WIOA will collaborate with the Program Manager to establish the annual project plan, implement a monitoring and continuous improvement process, and work with staff to provide high quality services to youth participants. This position will be responsible for monitoring participant progress, communication, and follow-up with youth.

**5.C. Provided detail regarding any items listed as “Other”. For these items, provide a brief narrative explanation and justification of planned expenditures.**

Rent: Hawkeye intends to rent available space at the Southeast Los Angeles AJCC and budgeted approximately \$1,500 monthly for rent.  $\$1,500 \times 12 = \$18,000$  annually

Indirect Cost Rate: Hawkeye intends to utilize the Modified Total Direct Cost (MTDC) which is 10% of participant costs (Line E Participant Wages and Line F Participant Supportive Services)

Contracted Services: Hawkeye utilizes a third party to provide HR and Payroll support for workforce programs. This cost is 7% of the total contract award.

Travel/Meetings: Hawkeye intends to reimburse travel to worksites, local businesses, and all outreach activities. This was budgeted at \$150.00 monthly for the Career Coach.

**SELACO WDB - Services for WIOA Youth  
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**Proposal Form 3**

**Program Performance Plan**

Complete the following table indicating the number of youth to be served and to achieve outcomes in each of the indicated categories.

<b>Total WIOA Youth to Be Served</b>		
	<b>Performance Goals</b>	<b>No. Youth</b>
<b>1.</b>	<b>Total Participants to be Served</b>	
<b>2.</b>	<b>Placement in Employment, Education or Training</b>	
	a. Entered career technical training program	
	b. Entered postsecondary education program	
	c. Entered unsubsidized employment	
	d. Entered apprenticeship program	
	e. Entered customized employer-based training	
<b>3.</b>	<b>Attained Recognized Certificate/Diploma/Degree</b>	
	a. Attained high school diploma/GED	
	c. Other (describe)    Occupational Skills Training	

**SELACO WDB - Services for WIOA Youth  
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**Proposal Form 4**

**Program Budget Details**

Complete the following table by indicating budgeted amount in each applicable category. All budgeted items must be explained in Narrative Section 5 "Budget Justification and Leveraging."

		Budget Item/Category	Budgeted Amount	
			WIOA	Non-WIOA/ Leverage
A.		Staff Salaries		
B.		Number of full-time equivalents: _____		
C.		Staff Benefits		
D.		Staff Benefit Rate (percent) _____ %		
E.		Participant Wages and Fringe Benefits		
F.		Participant Support Services		
G.		Indirect Costs approved by Federal guidelines		
H.		Other (specify): Rent		
I.		Other (specify): Indirect Cost		
J.		Other (specify): Contracted Services		
K.		Other (specify): Travel/Meetings		
L.		Other (specify):		
M.		Other (specify):		
N.		<b>Total Funding (WIOA and Non-WIOA separately)</b>	\$	\$
O.		<b>Total Project Funding</b>	\$	

**SELACO WDB - Services for WIOA Youth  
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**Proposal Form 5**

**Assurance of Regulatory Compliance**

Name of Applicant: Hawkeye Properties and Workforce Innovation, Inc. (HAWKEYE)

(Hereinafter called the "**Applicant**" hereby agrees that it will comply with the following laws and regulations regarding nondiscrimination under the Workforce Investment Act of 1998):

Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all regulations issued pursuant to that title, prohibiting discrimination on the basis of race, color, national origin, or religion;

Title IX of the Education Amendments of 1972 (P.L. 92-318) and all regulations issued pursuant to that title, prohibiting discrimination on the basis of sex;

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and all regulations issued pursuant to that title, prohibiting discrimination based on handicap;

The Age Discrimination Act of 1975 and all regulations issued pursuant to that title, prohibiting arbitrary discrimination against persons ages 40-70.


The rights of the State, the DOL, or any of their authorized representatives access to any books, records, papers or other pertinent documents (records retention for 3 years for the purpose of auditing or monitoring). (29 CFR Part 95, Section 95.48 (d).

For the performance of experimental developmental, or research work the DOL's requirements pertaining to patent rights, copyrights, and rights in data. (29 CFR Part 95, Section 95.36)

Compliance with EEO provisions in Executive Order 11246, as amended by E.O. 11375 and supplemented by the requirements of 41 CFR Part 60.

The applicant gives further assurance that no officers of this organization have been convicted of fraud or misappropriation of funds within the last two years.

This assurance is given in consideration of and for the purpose of obtaining Federal funds through the Southeast Los Angeles County Workforce Investment Area. The applicant recognizes and agrees that such Federal assistance will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Applicant, its successors, transferees, and assignees. The person whose signature appears below is authorized to sign on behalf of the Applicant.

Applicant's Name: John Hall Jr		Applicant's Title: President
Applicant's Signature: 		Date: 12/14/2023

**SELACO WDB - Services for WIOA Youth  
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**Proposal Form 6**


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

Name of Applicant: Hawkeye Properties and Workforce Innovation, Inc. (HAWKEYE)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

*Before completing certification, read instructions for certification on following page.*

1. The prospective recipient of Federal assistance funds certifies, by submission of this form, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for participation in this transaction by any Federal Department or Agency.
  
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Applicant's Name:  <u>John Hall Jr</u>		Applicant's Title:  <u>President</u>
Applicant's Signature:  		Date:  <u>12/14/2023</u>

**SELACO WDB - Services for WIOA Youth  
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<b>Proposal Form 7</b>	<b>Certification Regarding Lobbying, Certification for Contracts and Cooperative Agreements</b>
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Name of Applicant: Hawkeye Properties and Workforce Innovation, Inc. (HAWKEYE)

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal-loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form SF-LLL, "Disclosure of Lobbying Activities," pursuant to 31 U.S.C. 1352.

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

Applicant's Name:  <u>John Hall Jr</u>		Applicant's Title:  <u>President</u>
Applicant's Signature:  		Date:  <u>12/14/2023</u>

**SELACO WDB - Services for WIOA Youth  
Request for Proposal  
PY 2023-2024 & 2024-2025**


**Proposal Form 8**

**Certificate of Drug Free Work Place**

Name of Applicant: Hawkeye Properties and Workforce Innovation, Inc. (HAWKEYE)

Pursuant to the State of California, Government Code, Section 8355 ff., the Contractor hereby certifies that:

1. Contractor agrees to the incorporation of this Certification into the Contract and Certifies that the Contractor will provide all participants and employees a drug-free work place, pursuant to Government Code Section 8355 ff. of the State of California, by doing all of the following:
  - a. Publishing a Statement notifying all employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's of organization's work place and specifying the actions that will be taken against employees for violations of the prohibition.
  - b. Establishing a drug awareness program to inform employees about the dangers of drugs and the types of help available to drug abusers.
  
2. Contractor further understands that, pursuant to the State of California, Government Code Section 8355 ff., payments to Contractor under this Contract may be suspended and/or terminated if SELACO WDB determines that any of the following has occurred:
  - a. Contractor has made a false certification under the State of California, Government Code Section 8355 ff.
  - b. Contractor has violated the Certification by failing to carry out the requirements of this Certification.
  
3. This Certification shall not be construed to require the Contractor to insure that other business with which it conducts normal business also provides drug-free work places.

Applicant's Name: <u>John Hall Jr</u>		Applicant's Title: <u>President</u>
Applicant's Signature: 		Date: <u>12/14/2023</u>

**SELACO WDB - Services for WIOA Youth  
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**Proposal Form 9**

**Vendor EEO Certification**

Name of Applicant: Hawkeye Properties and Workforce Innovation, Inc. (HAWKEYE)

In accordance with Section 4.32.010 et.seq. of Los Angeles County Code, the supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California

Hawkeye Properties and Workforce Innovation, Inc. (HAWKEYE)

Organization

12/14/2023

Date

John Hall Jr, President

Name and Title



Signature

**SELACO WDB - Services for WIOA Youth  
Request for Proposal  
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**Proposal Attachment 1**

**Verification of Signature Authority**

The State of California requires the SELACO WDB to obtain verification of signature authority from the agencies that contract with SELACO. This signature verification is to remain on file at the WDB office.

***Please utilize this page as a cover sheet*** behind which should be attached documentation that names the individuals authorized to negotiate and sign contracts on behalf of your agency. This verification should be in the form of a board resolution or other appropriate action.

**WRITTEN CONSENT BY  
BOARD OF DIRECTORS OF  
HAWKEYE PROPERTIES, INC.,  
a California nonprofit public benefit corporation**

The undersigned, constituting all of the members of the Board of Directors of HAWKEYE PROPERTIES, INC., a California nonprofit public benefit corporation, hereby authorize, consent to, and adopt the following resolutions:

ARTICLES OF INCORPORATION

RESOLVED, that this corporation acknowledges that the Articles of Incorporation of this corporation have been filed in the office of the Secretary of State of the State of California, and that the following original filing date and corporation number have been assigned:

Official Filing Date:	April 9, 2010
Official Filing No.:	C3289870

BYLAWS

RESOLVED FURTHER, that the Action of the Sole Incorporator in adopting the Bylaws bearing the heading "BYLAWS OF HAWKEYE PROPERTIES, INC.," as the Bylaws of the corporation by written Action By Sole Incorporator dated April 9, 2010, a copy of which is attached hereto, be and it hereby is certified and approved.

OFFICERS

RESOLVED FURTHER, that the action of the Sole Incorporator in electing officers of this corporation by written Action By Sole Incorporator dated April 9, 2010, a copy of which is attached hereto, be, and it hereby is, ratified and approved, and each such officer so elected shall serve for the term set forth in the resolution adopted by the Incorporator.

AGENT FOR SERVICE OF PROCESS

RESOLVED FURTHER, that JOHN HALL be, and he hereby is, designated as the agent of this corporation for the purpose of service of process, to serve as such agent until he resigns or a new agent for service of process is designated by the Board of Directors of this corporation.

CORPORATE SEAL

RESOLVED FURTHER, that the corporate seal, in the form, words and figures presented to the Board of Directors be, and the same hereby is, adopted as the seal of this corporation, and the President be and hereby is directed to impress an imprint of such seal in the margin of this Written Consent.

[seal]

PAYMENT OF EXPENSES

RESOLVED FURTHER, that the President of this corporation be, and hereby is, authorized and directed to pay the expenses of the incorporation and organization of this corporation.

PRINCIPAL EXECUTIVE OFFICE

RESOLVED FURTHER, that 48 N. El Molino Avenue, Suite 101 A, Pasadena, California 91101, be, and the same hereby is, designated and fixed as the principal executive office of this corporation.

BANK ACCOUNT

RESOLVED FURTHER, that this corporation authorizes the opening of bank account(s) at a financial institution of the officers' choice and that the following persons be authorized to sign checks, drafts and other orders for the payment of money on funds held in such accounts in the following manner:

Financial Institution:	East West Bank
Authorized Signatories:	John C. Hall, Joan Hall, Jamie Hall and John Hall, Jr.
Manner of Signing:	Any one (1) signature required for any amounts under \$2,500.00 and any two (2) signatures for any amounts over \$2,500.00

QUALIFICATION IN OTHER STATES

RESOLVED FURTHER, that the President of this corporation be, and hereby is, authorized and empowered to effect the qualification of this corporation in such states and foreign jurisdictions as the President, in his discretion, deems to be necessary or proper, and to appoint such agents or attorneys for service of process

and statutory offices for this corporation as the President deems necessary or proper.

RESOLVED FURTHER, that the President of this corporation be, and hereby is, authorized and directed to change, substitute, revoke or designate all necessary or proper agents or attorneys for service of process, and to designate and change all necessary or proper statutory offices of this corporation in any such states or foreign jurisdictions; under the corporate seal, to make, execute and file or cause to be filed all such certificates, powers of attorney, statements, appointments, revocations of appointment, affidavits, designations, applications, reports or other instruments as may be necessary or advisable for that purpose; and to do any and all further acts that may be necessary or proper in connection with such qualifications.

#### POWER AND AUTHORITY LIMITED TO OFFICERS HOLDING OFFICE

RESOLVED FURTHER, that the power and authority conferred by these resolutions shall automatically terminate and be revoked as to the President upon the termination of such officer as the President of this corporation and shall automatically be conferred upon any person hereafter appointed as the President of this corporation and it shall not be necessary to re-adopt these resolutions at each or any regular meeting of the Board of Directors; the authority conferred by these resolutions shall not be deemed revoked, in whole or in part, by future resolutions relating to matters covered by these resolutions unless such future resolutions make direct reference to these resolutions, or otherwise expressly state that all such authority or authority conferred upon specified individuals or the holders of specified offices is revoked.

#### APPLICATION FOR TAX EXEMPTIONS

RESOLVED FURTHER, that the President consult with legal counsel to ascertain the availability of exemptions from taxation under the federal and state tax codes and, if such are available, the President is authorized and directed to execute and file all necessary applications for exemptions from such tax with the appropriate state and federal tax authorities, and to pay necessary filing fees.

#### NO INTEREST ON LOANS TO OTHER EXEMPT ORGANIZATIONS

RESOLVED FURTHER, that no interest shall be charged on any loans made to other qualified charitable organizations.

#### GENERAL EMPOWERING RESOLUTIONS

RESOLVED FURTHER, that the President of this corporation be, and he hereby is, authorized and empowered from time to time to enter into, execute and deliver by and on behalf of this corporation, deeds, contracts, purchase orders, mortgages, bonds, indemnity bonds, loan agreements, leases, security agreements, notes,

financing statements, union, collective bargaining agreements, employment agreements, partnership agreements, joint venture agreements, and all other agreements, contracts, assignments, consents, waivers, certificates, guarantees, directions, instruments, and other documents for and in the name of this corporation and to affix the corporate seal thereon; and the President, of this corporation be, and he hereby is, authorized and empowered from time to time to designate one or more employees and agents of this corporation to execute, affix the corporate seal to and deliver any such agreements, contracts, assignments, consents, waivers, certificates, guarantees, directions, instruments and documents for and on behalf of this corporation and to revoke such authority; that the President, of this corporation be, and he hereby is, authorized and empowered from time to time to borrow money on behalf of this corporation to an aggregate indebtedness of not exceeding \$10,000 outstanding at any one time, to pledge and hypothecate the assets of this corporation as security for such indebtedness, to execute notes, loan agreements, security agreements, financing statements, chattel mortgages, trust deeds and other documents related thereto, to buy, sell and transfer stocks, bonds and other securities on behalf of this corporation and to open and close accounts with brokers and dealers to effect such purchases, sales and transfers.

RESOLVED FURTHER, that the President of this corporation be, and he hereby is, authorized and empowered to enter into, execute and deliver such amendments, modifications, changes, revisions and supplements to such agreements and other documents by and on behalf of this corporation as such officer may from time to time determine.

RESOLVED FURTHER, that the President of this corporation be, and he hereby is, authorized and empowered, from time to time, to perform such acts and to prepare, execute and deliver in the name and on behalf of this corporation and under its corporate seal or otherwise, such designations, directions, agreements, applications, bonds, undertakings, assignments, statements, fictitious name statements, applications for copyright registration, certificates, guarantees, notes and other documents or instruments as may be necessary, proper or convenient to carry out the acts authorized to be performed by the officers by these resolutions.

RESOLVED FURTHER, that the Board of Directors hereby adopts the form of any and all resolutions required by any party to be adopted with respect to the acts and documents referred to in these resolutions if (1) in the opinion of the President of this corporation, the adoption of such resolutions is necessary or advisable and (2) the President of this corporation evidences such adoption by executing a certificate that such resolutions have been adopted by this Board of Directors and filing such with the party requiring same, which resolutions shall thereupon be deemed to be adopted by this Board of Directors and incorporated in this Written Consent as part of this resolution with the same force and effect.

RESOLVED FURTHER, that the authority conferred by the foregoing resolutions shall continue unless sooner revoked by the Board of Directors or any

Executive Committee of the Board of Directors of this corporation, until the present officers shall cease to act in such capacity, at which time such authority shall automatically terminate as to the officer ceasing to act, and such authority shall automatically attach to each person who shall hereafter be elected to the office of President and Secretary of this corporation and shall automatically terminate as to any such person at such time as any such person shall cease to hold such office.

RESOLVED FURTHER, that the adoption of resolutions by the Board of Directors or any Executive Committee of the Board of Directors of this corporation relating to any of the matters referred to in these resolutions shall not be deemed to effect a revocation of these resolutions unless such resolutions clearly state that these resolutions are revoked, and it shall not be necessary to re-adopt these resolutions or confirm the granting of the authority conferred by these resolution upon the officers at each or any regular meeting of the Board of Directors.

#### GENERAL RATIFICATION AND AUTHORIZATION

RESOLVED FURTHER, that any action or actions heretofore taken by any officer of this Corporation, on behalf of this Corporation, in connection with the foregoing resolutions, are hereby ratified and approved as the actions of this Corporation.

#### COUNTERPARTS

RESOLVED FURTHER, that this Written Consent may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

DATED: April \_\_, 2010

\_\_\_\_\_  
Dan Holtzman, Director

  
Lillian Bridges, Director

resolutions is necessary or advisable and (2) the President of this corporation evidences such adoption by executing a certificate that such resolutions have been adopted by this Board of Directors and filing such with the party requiring same, which resolutions shall thereupon be deemed to be adopted by this Board of Directors and incorporated in this Written Consent as part of this resolution with the same force and effect.

RESOLVED FURTHER, that the authority conferred by the foregoing resolutions shall continue unless sooner revoked by the Board of Directors or any Executive Committee of the Board of Directors of this corporation, until the present officers shall cease to act in such capacity, at which time such authority shall automatically terminate as to the officer ceasing to act, and such authority shall automatically attach to each person who shall hereafter be elected to the office of President and Secretary of this corporation and shall automatically terminate as to any such person at such time as any such person shall cease to hold such office.

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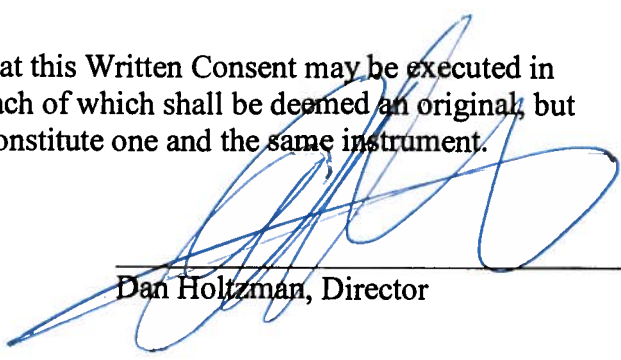
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#### COUNTERPARTS

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DATED: April \_\_, 2010



\_\_\_\_\_  
Dan Holtzman, Director

\_\_\_\_\_  
Lillian Bridges, Director

**BYLAWS  
OF  
HAWKEYE PROPERTIES, INC.  
a California nonprofit public benefit corporation**

**ARTICLE I  
PURPOSE**

The purpose of the Corporation shall be to engage in charitable and educational purposes.

**ARTICLE II  
OFFICES**

**Section 1. PRINCIPAL OFFICES.** The Corporation's principal office shall be located at such place in Los Angeles County, California, or elsewhere as the Board of Directors (the "Board") shall from time to time determine. The Board is granted full power and authority to change the location of the Corporation's principal office.

**Section 2. OTHER OFFICES.** The Board of Directors or the President may at any time establish branch or subordinate offices at any place or places where the Corporation is qualified to do business.

**ARTICLE III  
DEDICATION OF ASSETS**

This Corporation's assets are irrevocably dedicated to charitable purposes. No part of the net earnings, properties, or assets of the Corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any Director or Officer of the Corporation. On liquidation or dissolution, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of the Corporation shall be distributed to a nonprofit fund, foundation or corporation that is

organized and operated exclusively for charitable purposes and that has established its exempt status under Internal Revenue Code section 501(c)(3).

## **ARTICLE IV MEMBERSHIP**

**Section 1. SOLE MEMBER.** EDUCATION IN MOTION, Inc., a California nonprofit public benefit corporation, shall be the Sole Member of the Corporation.

**Section 2. REQUIREMENTS FOR MEMBERSHIP.** The Sole Member may, in its sole discretion, admit additional members to the Corporation, under such criteria as the Sole Member may, from time to time, establish.

**Section 3. ELECTION OF OFFICERS BY THE SOLE MEMBER.** The Sole Member shall have no right or authority to select or remove Officers of the Corporation. Officers shall be elected by the Board of Directors as provided in Article VI, below.

**Section 4. ANNUAL MEETINGS.** The Members shall have an annual meeting, which shall be held on a date and time specified by the Sole Member. Any date so designated by the Sole Member shall be within five (5) months after the end of the fiscal year of the Corporation, which is June 30, and within fifteen (15) months after the last annual meeting. If the scheduled date falls on a legal holiday, the meeting shall be held on the next succeeding business day. At the meeting, Directors shall be selected by the Sole Member and other proper business may be transacted.

**Section 5. SPECIAL MEETINGS.** The Sole Member, or fifty percent (50%) or more of the Members, may call a special meeting of the Members for any lawful purpose at any time.

Any Officer of the Corporation may call a meeting of the Members for any lawful purpose at any time. Notice of a special meeting shall be given by the Officer calling such meeting or by any other Officer of the Corporation, with such notice to be given

not less than ten (10) days prior to the date of the special meeting, unless such notice is waived in writing by the Members.

No business, other than the business that was set forth in the notice of the meeting, may be transacted at a special meeting.

**Section 6. PLACE OF MEETINGS AND MEETINGS BY TELEPHONE.**

Meetings of the Members shall be held at any place within or outside the State of California designated by the Board or by the written consent of all Members entitled to vote at the meeting, given before or after the meeting. In the absence of any such designation, Members' meetings shall be held at the Corporation's principal office. Special meetings of the Members shall be held at any place within or outside the State of California that has been designated in the notice of the meeting or, if not stated in the notice or if there is no notice, at the principal executive office of the Corporation. Any meeting, regular or special, may be held by conference telephone or similar communication equipment, so long as all Members participating in the meeting can hear one another, and all such Members shall be deemed to be present in person at the meeting.

**Section 7. GENERAL NOTICE REQUIREMENTS.** Whenever Members are required or permitted to take any action at a meeting, a written notice of the meeting shall be given, pursuant to Section 9, below, to each Member entitled to vote at that meeting. The notice shall specify the place, date and hour of the meeting. For the annual meeting, the notice shall state the matters that the Board, at the time notice is given, intends to present for action by the Members. For a special meeting, the notice shall state the general nature of the business to be transacted and shall state that no other business may be transacted.

If any notice addressed to a Member at the address of that Member appearing on the books of the Corporation is returned to the Corporation by the United States Postal Service marked to indicate that the United States Postal Service is unable to deliver the notice to the Members at that address, all future notices or reports shall be

deemed to have been duly given without further mailing if these shall be available to the Member on written demand of the Member at the principal executive office of the Corporation for a period of one (1) year from the date of the giving of the notice.

**Section 8. NOTICE OF PROPOSAL TO WIND UP THE AFFAIRS OF THE CORPORATION.** Approval by the Members of any proposal to wind up the affairs of the Corporation is valid only if the notice or written waiver of notice states the proposal to wind up the Corporation.

**Section 9. MANNER OF GIVING NOTICE.** Notice of any meeting of Members shall be in writing and shall be given at least ten (10) but no more than ninety (90) days before the meeting date, except, however, for special meetings, notice of which shall be given as provided in Section 5, above. The notice shall be given either personally or by first-class, registered or certified mail, or by other means of written communication, charges prepaid, and shall be addressed to each Member entitled to vote, at the address of that Member as it appears on the books of the Corporation or at the address given by the Member to the Corporation for purposes of notice. If no address appears on the Corporation's books and no address has been so given, notice shall be deemed to have been given if either (i) notice is sent to that Member by first-class mail or facsimile or other written communication to the Corporation's principal office or (ii) notice is published at least once in a newspaper of general circulation in the county in which the principal office is located.

**Section 10. AFFIDAVIT OF MAILING NOTICE.** An affidavit of the mailing of any notice of any Members' meeting, or of the giving of such notice by other means, may be executed by the Secretary, Assistant Secretary, or any transfer agent of the Corporation, and if so executed, shall be filed and maintained in the Corporation's minute book.

**Section 11. QUORUM.** A majority of the Members shall constitute a quorum for the transaction of business at any meeting of the Members, except to adjourn as provided in Section 18, below.

**Section 12. ELIGIBILITY TO VOTE.** Subject to the California Nonprofit Public Benefit Corporation Law, Members in good standing on the record date as determined by the Sole Member shall be entitled to vote at any meeting of the Members.

**Section 13. MANNER OF VOTING.** Voting may be by voice or by ballot.

**Section 14. NUMBER OF VOTES.** Each Member entitled to vote may cast one vote on each matter submitted to a vote of the Members.

**Section 15. APPROVAL BY MAJORITY VOTE.** If a quorum is present, the affirmative vote of the majority of the voting power represented at the meeting, entitled to vote and voting on any matter, shall be deemed the act of the Members unless the vote of a greater number, or voting by classes, is required by the California Nonprofit Public Benefit Corporation Law or by the Articles of Incorporation.

**Section 16. WAIVER OF NOTICE.** The transactions of any meeting of Members, however called or noticed and wherever held, shall be valid as though taken at a meeting duly held after standard call and notice, if (a) a quorum is present either in person or by proxy, and (b) either before or after the meeting, each Member entitled to vote, not present in person or by proxy, signs a written waiver of notice, a consent to the holding of the meeting, or an approval of the minutes of the meeting. The waiver of notice, consent, or approval need not specify either the business to be transacted or the purpose of the meeting except that, if action is taken or proposed to be taken for approval of winding up the Corporation, the waiver of notice, consent or approval shall state the general nature of the proposal. All such waivers, consents, or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

A Member's attendance at a meeting shall also constitute a waiver of notice of and presence at that meeting unless the Member objects at the beginning of the meeting to the transaction of any business because the meeting was not lawfully called

or convened. Also, attendance at a meeting is not a waiver of any right to object to the consideration of matters required to be included in the notice of the meeting but not so included, if that objection is expressly made at the meeting.

**Section 17. ACTION BY UNANIMOUS WRITTEN CONSENT.** Any action required or permitted to be taken by the Members may be taken without a meeting, if all Members consent in writing to the action. The written consent or consents shall be filed with the minutes of the meeting. The action by written consent shall have the same force and effect as a unanimous vote of the Members.

**Section 18. ADJOURNMENT AND NOTICE OF ADJOURNED MEETINGS.** Any Members' meeting, whether or not a quorum is present, may be adjourned from time to time by the vote of the majority of the members represented at the meeting, either in person or by proxy. No meeting may be adjourned for more than forty-five (45) days. When a Member's meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken. If after adjournment a new record date is fixed for notice or voting, a notice of the adjourned meeting shall be given to each Member who, on the record date for notice of the meeting, is entitled to vote at the meeting. At the adjourned meeting, the Corporation may transact any business that might have been transacted at the original meeting.

## **ARTICLE V BOARD OF DIRECTORS**

**Section 1. MANAGEMENT.** The Board shall manage the business and affairs of the Corporation. The powers of the Corporation shall be exercised by the Board except as otherwise authorized by statute, the Articles of Incorporation, these Bylaws, and resolutions duly adopted by the Board.

**Section 2. NUMBER OF DIRECTORS.** The authorized number of Directors shall be not less than two (2) nor more than eleven (11) unless changed by a duly adopted amendment to these Bylaws.

**Section 3. DESIGNATION AND TERM OF OFFICE OF DIRECTORS.** Directors shall be designated by the Sole Member for a term of one (1) year. Each Director, including a Director designated to fill a vacancy, shall hold office until the expiration of the term for which designated and until a successor has been designated by the Sole Member, or until his or her earlier death, resignation or removal. No Director shall simultaneously serve as a Director or Officer of this Corporation and of the Sole Member.

**Section 4. VACANCIES.** The Sole Member shall have the exclusive power to appoint or designate Directors of the Corporation, including filling vacancies.

Any Director may resign by giving written notice to the President. The resignation shall be effective upon receipt of the written notice by the President or upon such later date as may be stated in the notice.

**Section 5. RESTRICTION ON INTERESTED PERSONS AS DIRECTORS.** No Director shall own any interest in any vendor or other third party entity with which the Corporation engages in any business or contractual relationship of any kind.

**Section 6. CONFLICTS OF INTEREST.** No Director of the Board of Directors shall vote on any matter or transaction concerning or with any individual, entity or matter with such Director has, or within the twelve-month period preceding the vote had, any substantial ownership, employment, fiduciary contractual or creditor relationship (any such matter or transaction is hereinafter referred to as a "Conflict"). Each Director shall disclose in writing all Conflicts to the Board of Directors prior to the discussion of the underlying matter or transaction by the Board of Directors and shall draw to the attention of the Board of Directors such Conflict at any subsequent meetings at which

such matter or transaction is discussed. Following such disclosure, a Director shall be entitled to take part in the discussions of the Board of Directors concerning such matter or transaction and shall be considered in determining whether a quorum is present, but shall not be entitled to vote on the applicable matter or transaction. The question of whether a Conflict exists shall, in the absence of certainty, be determined by the vote of a majority of disinterested directors present at the meeting called for the purpose of discussing the transaction nor matter to which the Conflict relates.

**Section 7. REMOVAL OF DIRECTOR.** Any Director may be removed from office with or without cause, by the Sole Member.

**Section 8. POWERS.** Subject to the provisions of the California Non-Profit Corporation Law and these Bylaws, the business and affairs of the Corporation shall be managed and all corporate powers shall be exercised by or under the direction of the Board of Directors. Without prejudice to this general grant of power, and subject to the provisions of the California Non-Profit Corporation Law and these Bylaws, the Directors shall have the power to:

(a) Select and remove all Officers, agents, and employees of the Corporation; prescribe any powers and duties for them that are consistent with law, with the Articles of Incorporation, and with these Bylaws; fix their compensation; and require from them security for faithful service;

(b) Approve indemnification of Directors, Officers, and agents;

(c) Change the principal executive office or the principal business office of the Corporation in the State of California from one location to another; cause the Corporation to be qualified to do business in any other state, territory, dependency, or country and conduct business within or without the State of California; and designate any place within or without the State of California for the holding of any meeting or meetings, including annual meetings;



(d) Adopt, make, and use a corporate seal and alter the form of the seal;

(e) Borrow money and incur indebtedness on behalf of the Corporation, and cause to be executed and delivered for the Corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities;

(f) Delegate the management of the activities of the Corporation to a nonprofit or for profit management organization, or to any other qualified persons, provided that the activities and affairs of the Corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board of Directors and subject to the requirements set forth in Section 1 of Article X, below;

**Section 9. PLACE OF MEETINGS AND MEETINGS BY TELEPHONE.**

Regular meetings of the Board of Directors may be held at any place within or outside the State of California designated from time to time by resolution of the Board. In the absence of any such designation, regular meetings shall be held at the principal executive office of the Corporation. Special meetings of the Board shall be held at any place within or outside the State of California that has been designated in the notice of the meeting or, if not stated in the notice or there is no notice, at the principal executive office of the Corporation. Any meeting, regular or special, may be held by conference telephone or similar communication equipment, so long as all Directors participating in the meeting can hear one another, and all such Directors shall be deemed to be present in person at the meeting.

**Section 10. ANNUAL MEETING.** The Board of Directors shall hold an annual meeting each year on a date and at a time designated by the President or Board of Directors. The date designated shall be within five (5) months after the end of the fiscal year of the Corporation, which is June 30, and within fifteen (15) months of the last annual meeting. At each such meeting, any business to come before the Board may be conducted, including election of Officers. If the day of the scheduled meeting falls on a

legal holiday, then the meeting shall be held at the same time and place on the next succeeding business day.

**Section 11. OTHER REGULAR MEETINGS.** Other regular meetings of the Board shall be held without call at such times and places as shall be fixed by the Board.

**Section 12. SPECIAL MEETING.** Special meetings of the Board of Directors for any purpose or purposes may be called at any time by, the President or any Vice President, the Treasurer or the Secretary or any two Directors. There shall be four (4) days' notice of special meetings given by first class mail or forty-eight (48) hours' notice delivered personally or by telephone facsimile or other electronic communication.

**Section 13. NOTICE OF MEETINGS.** All notices of meetings shall be sent or otherwise given in accordance with Section 14, below, not less than ten (10) nor more than sixty (60) days before the date of the meeting, except, however, for special meetings, four (4) days advance notice of which shall be given as provided in Section 12, above. The notice shall specify the place, date and hour of the meeting and (i) in the case of a special meeting, the general nature of the business to be transacted, or (ii) in the case of the annual meeting, those matters which the President or the Board of Directors, at the time of giving the notice, intends to present for action by the Directors of the Board of Directors.

**Section 14. MANNER OF GIVING NOTICE; AFFIDAVIT OF NOTICE.** Notice of any meeting requiring a notice shall be given either personally or by first-class mail or telegraphic or other written communication, charges prepaid, addressed to the Directors at the address of each Director appearing on the books of the Corporation or given by the Director to the Corporation for the purpose of notice. If no such address appears on the Corporation's books or is given, notice shall be deemed to have been given if sent to that Director by first-class mail or telegraphic or other written communication to the Corporation's principal executive office, or if published at least once in a newspaper of general circulation in the county where that office is located. Notice shall be deemed

to have been given at the time when delivered personally or deposited in the mail or sent by telegram or other means of written communication.

If any notice addressed to a Director at the address of that Director appearing on the books of the Corporation is returned to the Corporation by the United States Postal Service marked to indicate that the United States Postal Service is unable to deliver the notice to the Director at that address, all future notices or reports shall be deemed to have been duly given without further mailing if these shall be available to the Director on written demand of the Director at the principal executive office of the Corporation for a period of one (1) year from the date of the giving of the notice.

An affidavit of the mailing or other means of giving any notice of any Directors' meeting shall be executed by the Secretary of the Corporation giving the notice, and shall be filed and maintained in the minute book of the Corporation.

**Section 15. WAIVER OF NOTICE OF MEETING.** Notice of a meeting need not be given to a Director who signs a waiver of notice or a written consent to hold the meeting, or who signs an approval of the minutes of such meeting. Notice need not be given to a Director who attends the meeting without protest, prior thereto or at its commencement, the lack of notice to such Director. All such waivers, consents and approvals shall be filed with the corporate records or made part of the minutes of the meeting.

**Section 16. QUORUM.** A majority of the authorized number of Directors shall constitute a quorum for the transaction of business, except to adjourn, as provided in Section 18. Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors subject to the provisions of Section 5233 the Code (as to approval of contracts or transactions in which a Director has a direct or indirect material financial interest), Section 5212 of the Code (as to appointment of committees), and Section 5238 of the Code (as to indemnification of Directors). A meeting at which a quorum is initially present may continue to transact business notwithstanding the

withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for that meeting.

**Section 17. ACTION BY BOARD WITHOUT A MEETING.** Any action required or permitted to be taken by the Board may be taken without a meeting, if all Directors of the Board shall individually or collectively consent to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board.

**Section 18. ADJOURNMENT.** A majority of the Directors present, whether or not constituting a quorum, may adjourn any meeting.

**Section 19. FEES AND COMPENSATION OF DIRECTORS.** Directors shall not receive compensation for their services, but may be reimbursed reasonable expenses incurred in connection with their service as Directors.

## **ARTICLE VI OFFICERS**

**Section 1. OFFICERS.** The Officers of the Corporation shall be a President, Vice President, Secretary, and a Treasurer. Any number of offices may be held by the same person except as otherwise provided in the Articles of Incorporation or in these Bylaws. No Officer of Corporation may serve as a Director of the Sole Member.

**Section 2. ELECTION OF OFFICERS.** The Officers of the Corporation, except such Officers as may be appointed in accordance with the provisions of Section 3 or Section 4 of this Article VI, shall be chosen by the Board of Directors, and each shall serve at the pleasure of the Board.

**Section 3. REMOVAL AND RESIGNATION OF OFFICERS.** Any officer may resign at any time by giving written notice to the Corporation. Any resignation shall take effect on the date of receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall

not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the Corporation under any contract to which the officer is a party.

**Section 4. VACANCY IN THE OFFICE OF THE PRESIDENT.** A vacancy in the office of the President because of death, resignation, removal, disqualification or any other cause shall be immediately filled in the following succession: Vice President, Secretary and Treasurer.

**Section 5. PRESIDENT.** Subject to such supervisory powers, if any, as may be given by the Board of Directors, the President shall be the Chief Executive Officer of the Corporation and shall, subject to the control of the Board of Directors, have general supervision, direction, and control of the business and the affairs of the Corporation. He or she shall preside at all meetings of the Board of Directors. He or she shall have the general powers and duties of management usually vested in the office of President of a Corporation, and shall have such other powers and duties as may be prescribed by the Board of Directors or the Bylaws.

**Section 6. VICE PRESIDENTS.** In the absence or disability of the President, the Vice Presidents, shall perform all the duties of the President, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice Presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the Board of Directors or the Bylaws, and the President.

**Section 7. SECRETARY.** The Secretary shall keep or cause to be kept, at the principal executive office or such other place as the Board of Directors may direct, a book of minutes of all meetings and actions of Directors , with the time and place of holding such meeting, whether regular or special, and, if special, how authorized, the notice given, the names of those present.

The Secretary shall keep or shall cause to be kept, at the principal California office, a copy of the Articles of Incorporation.

The Secretary shall give, or cause to be given, notice of all meetings of the Board of Directors required by the Bylaws or by law to be given, and shall keep the seal of the Corporation, if one be adopted, in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or by the Bylaws.

**Section 8. TREASURER.** The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, and losses. The books of account shall at all reasonable times be open to inspection by any Director.

The Treasurer shall deposit or cause to be deposited all moneys and other valuables in the name and to the credit of the Corporation with such depositories as may be designated by the Board of Directors. He or she shall disburse the funds of the Corporation as may be ordered by the Board of Directors, shall render to the President and Directors, whenever they request it, an account of all of his or her transactions as Treasurer and of the financial condition of the Corporation, and shall have other powers and perform such other duties as may be prescribed by the Board of Directors or the Bylaws.

**ARTICLE VII**  
**INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES**  
**AND OTHER AGENTS**

The Corporation shall, to the maximum extent permitted by the California Non-Profit Corporation Law, hold harmless and defend each of its agents against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any proceeding arising by reason of the fact any such person is or was

an agent of the Corporation if such person was found by the Board to be acting in good faith and in a manner such person reasonably believed to be in the best interests of the Corporation, and, in case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful. For purposes of this Section, an "agent" of the Corporation includes any person or entity who is or was a Member, Director, Officer, employee, or other agent of the Corporation, or is or was serving at the request of the Corporation as a Member, Director, Officer, employee, or agent of another Corporation, employee, or other agent of the Corporation, or is or was serving at the request of the Corporation as a Member, Director, Officer, employee, or agent of another Corporation, partnership, joint venture, trust, or other enterprise, or was a Director, Officer, employee, or agent of a corporation which was a predecessor corporation of the Corporation or of another enterprise at the request of such predecessor corporation.

## **ARTICLE VIII RECORDS AND REPORTS**

**Section 1. MAINTENANCE AND INSPECTION OF BYLAWS.** The Corporation shall keep at its principal executive office, or if its principal executive office is not in the State of California, at its principal business office in this state, the original or a copy of the Bylaws as amended to date. The Corporation's annual tax returns shall also be available for public inspection at the Corporation's principal office during regular business hours.

**Section 2. MAINTENANCE AND INSPECTION OF OTHER CORPORATE RECORDS.** The accounting books and records and minutes of proceedings of the Members and Board of Directors shall be kept at such place or places designated by the Board of Directors, or, in the absence of such designation, at the principal executive office of the Corporation. The minutes shall be kept in written form and the accounting books and records shall be kept either in written form or in any other form capable of being converted into written form.

**Section 3. MEMBERS' RIGHT TO INSPECT ACCOUNTING RECORDS AND MINUTES.** On written demand on the Corporation, any Member may inspect, copy, and make extracts of the accounting books and records and the minutes of the proceedings of the Members and the Board of Directors, at any reasonable time for a purpose reasonably related to the Member's interest as a Member. Any such inspection and copying may be made in person or by the Member's agent or attorney, and the right to inspection includes the right to copy and make extracts of documents. This right of inspection extends to the records of any subsidiary of the Corporation.

**Section 4. INSPECTION BY DIRECTORS.** Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of every kind and the physical properties of the Corporation, and the records of any subsidiary of the Corporation. This inspection by a Director may be made in person or by an agent or attorney and the right of inspection includes the right to copy and make extracts of documents.

**Section 5. FINANCIAL STATEMENTS.** A copy of any annual financial statement and any income statement of the Corporation for each quarterly period of each fiscal year, and any accompanying balance sheet of the Corporation as of the end of each such period, that has been prepared by the Corporation shall be kept on file in the principal executive office of the Corporation.

**Section 6. ANNUAL REPORT.** The Board shall cause an annual report to be sent to the Directors within 120 days after the end of the Corporation's fiscal year. The report shall contain the following information, in appropriate detail:

- (a) The assets and liabilities, including the trust funds, of the Corporation as of the end of the fiscal year;
- (b) The principal changes in assets and liabilities, including trust funds;

(c) The Corporation's revenue or receipts, both restricted and unrestricted to particular purposes;

(d) The Corporation's expenses or disbursements for both general and restricted purposes; and

(e) An independent accountants' report, or if none, the certificate of an authorized Officer of the Corporation that such statements were prepared without audit from the Corporation's books and records.

The requirement of an annual report shall not apply if the Corporation receives less than \$25,000 in gross receipts during the fiscal year, provided, however, that the information specified above for inclusion in an annual report must be furnished annually to all Directors who request it in writing.

**Section 7. ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS.** As part of the annual report to all Directors, or as a separate report if no annual report is issued, the Corporation shall, within 120 days after the end of the Corporation's fiscal year, annually prepare and mail or deliver to each Director a statement of any transaction or indemnification of the following kind:

(a) Any transaction (i) in which the Corporation, or its parent or subsidiary, was a party, (b) in which an "interested person" had a direct or indirect material financial interest, and (c) which involved more than \$50,000 or was one of several transactions with the same interested person involving, in the aggregate, more than \$50,000. For this purpose, an interested person is either:

(1) Any Director or Officer of the Corporation, its parent or subsidiary (but mere common Directorship shall not be considered such an interest); or

(2) Any holder of more than ten percent (10%) of the voting power of the Corporation, its parent, or its subsidiary. The statement shall include a brief description of the transaction, the names of interested persons involved, their relation-

ship to the Corporation, the nature of their interest in the transaction, and, if practicable, the amount of that interest, provided that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated.

(b) Any indemnifications or advances aggregating more than \$10,000 paid during the fiscal year to any Officer or Director of the Corporation under Article VII of these Bylaws, unless that indemnification has already been approved, pursuant to Code § 5238, by a majority of Directors who are not “interested persons.”

## **ARTICLE IX GENERAL CORPORATE MATTERS**

**Section 1. CHECKS, DRAFTS, EVIDENCES OF INDEBTEDNESS.** All checks, drafts, or other orders for payment of money, notes, or other evidences of indebtedness, issued in the name of or payable to the Corporation, shall be signed or endorsed by such person or persons and in such manner as, from time to time, shall be determined by resolution of the Board of Directors.

**Section 2. CORPORATE CONTRACTS AND INSTRUMENTS; HOW EXECUTED.** The Board of Directors, except as otherwise provided in these Bylaws, may authorize any Officer or Officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the Corporation, and this authority may be general or confined to specific instances; and, unless so authorized or ratified by the Board of Directors or within the agency power of an Officer, no Officer, agent, or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

**Section 3. CONSTRUCTION AND DEFINITIONS.** Unless the context requires otherwise, the general provisions, rules of construction and definitions in the California

Non-Profit Corporation Law shall govern the construction of these Bylaws. The Corporation shall, however, be governed by a Board of Directors and any reference in said laws to "Directors" or to the "Board of Directors" shall be deemed to refer to said Board of Directors. Without limiting the generality of this provision, the singular number includes the plural, the plural number includes the singular, and the term "person" includes both a Corporation and a natural person.

## **ARTICLE X**

### **CONTRACTS WITH AND LOANS TO MEMBERS, DIRECTORS AND OFFICERS**

**Section 1. CONTRACTS WITH DIRECTORS AND OFFICERS.** No Director of this Corporation nor any other corporation, firm, association or other entity in which one or more of this Corporation's Officers have a material financial interest, shall be interested, directly or indirectly, in any contract or transaction with this Corporation or any corporation in which this Corporation is a member or holds any ownership interest.

No Officer of this Corporation nor any other corporation, firm, association or other entity in which one or more of this Corporation's Officers have a material financial interest, shall be interested, directly or indirectly, in any contract or transaction with this Corporation or any corporation in which this Corporation is a member or holds any ownership interest unless (a) the material facts regarding the Officer's financial interests in such contract or transaction regarding such common officership or financial interest are fully disclosed in good faith and noted in the minutes, or are known to all Directors of the Board prior to the Board's consideration of such contractor transaction; (b) such contract or transaction is authorized in good faith by a majority of the Board by a vote sufficient for that purpose; (c) before authorizing or approving the transaction, the Board considers and in good faith decides after reasonable investigation that the Corporation could not obtain a more advantageous arrangement with reasonable effort under the circumstances; and, (d) the Corporation for its own benefit enters into the transaction, which is fair and reasonable to the Corporation at the time the transaction is entered into.

**Section 2. LOANS TO MEMBERS, DIRECTORS AND OFFICERS.** The Corporation shall not lend any money or property to or guarantee the obligation of any Director or officer without the approval of the California Attorney General; provided, however, that the Corporation may advance money to a Member, Director or Officer of the Corporation for expenses reasonably anticipated to be incurred in the performance of his or her duties if that Member, Director or Officer would be entitled to reimbursement for such expenses by the Corporation.

## **ARTICLE XI AMENDMENTS**

New Bylaws may be adopted or these Bylaws may be amended or repealed only by the Sole Member or by a vote of a super majority of the Members. A super majority vote shall require a minimum of seventy percent (70%) of all the members.

## **ARTICLE XII WINDING UP AND DISSOLUTION**

**Section 1. PROCEDURE.** This Public Charity may be wound up and dissolved upon a super majority vote of the Board of Directors. A super majority vote shall require a minimum of seventy percent (70%) of all the Board of Directors.

**Section 2 . DISTRIBUTION OF ASSETS.** The assets of the Corporation shall be distributed and allocated as provided herein. Any Corporation assets not distributed as provided above shall be distributed to such tax-exempt charitable organizations as may meet the general objectives and mission of the Corporation, or to a community foundation or other charitable organization which will carry out the Corporation's mission, in such manner as the Board of Directors deems reasonable and appropriate. Such termination and dissolution shall be subject to and bound by all then applicable rules of the Internal Revenue Code, and with such approval and consent as may be required by the Internal Revenue Service.

**CERTIFICATE OF SECRETARY**

I, the undersigned, do hereby certify:

(1) That I am the duly elected and acting Secretary of HAWKEYE PROPERTIES, INC.; and

(2) That the foregoing Bylaws, comprising twenty-one (21) pages, constitute the Bylaws of such corporation as duly adopted by the Board of Directors as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

IN WITNESS WHEREOF, I have hereto subscribed my name this \_\_\_\_ day of May 1<sup>st</sup>, 2015

  
\_\_\_\_\_  
Secretary

**SELACO WDB - Services for WIOA Youth  
Request for Proposal  
PY 2023-2024 & 2024-2025**

**Proposal Attachment 2**

**Program Flow Chart**

*Please utilize this page as a cover sheet* behind which should be attached a Program Flow Chart. The flowchart should illustrate how youth will move through the proposed program and indicate the staff or agency responsible for each service/activity

# WIOA Youth Program Flowchart

## Outreach/Orientation

### Intake/Enrollment Appointment

#### COMPREHENSIVE ASSESSMENT

- Basic Skills
- Occupational Skills
- Prior Work Experience
- Employability
- Interests
- Supportive Service
- Aptitudes
- Development Needs

Review ISS

Review ISS

### INDIVIDUAL SERVICE STRATEGY (ISS)

Age-appropriate  
Career Goals

Address  
Barriers

Address Youth's  
Assessment Results

Basic Skills  
Training

Career  
Exploration

Preparation for  
Employment

Preparation for Postsecondary  
Educational Opportunities

Linkages between Academic and  
Occupational Learning

Occupational Skills Training

Work Experience (WEX)

Review Youth Interest  
and Assessment Results

Review Youth Interest

Connect Training to Career Pathway

Work  
Experience

Refer to Paid and  
Unpaid Experience

Internships

Youth Provider establishes partnerships  
with educational institutions

Youth Provider establishes partnerships  
with local businesses

Credential or Certification Completed

Work Experience Completed

Case  
Closure

All services identified in the ISS are completed

Case  
Closure

### FOLLOW UP SERVICES FOR 12 MONTHS

Based on Needs of the Participant

Support Services

Job Search

Job Retention

Career Progress

Referral Services

**SELACO WDB - Services for WIOA Youth  
Request for Proposal  
PY 2023-2024 & 2024-2025**

**Proposal Exhibit 1**

**Sample ISS**

A sample WIOA Youth Individual Service Strategy (ISS) Form is attached.

# Youth Individual Service Strategy (ISS) for WIOA Youth Services

Youth Name: _____	Date: _____
DOB: _____	ID#s*: _____
Address: _____	Phone: _____
Email: _____	Staff: _____

\*Do not use social security number for participant I.D.

## Framework of an ISS:

- ▶ Directly linked to one or more indicators of performance
- ▶ Based on the objective assessment
- ▶ Identifies a career pathway that includes education and employment goals

### Brief Assessment Overview

*Identify personal, educational, occupational, financial, medical, childcare, transportation, housing, food/nutrition*

Strengths	Challenges (Barriers)	Service/Resource/Partner Agency Referral

### Goals

*Identify personal, educational, and occupational short- and long-term goals*

Goal Type	Short-Term Goal	Long-Term Goal	Performance Indicator(s) Goal is Linked To
<b>Educational Goal</b>			
<b>Occupational/Employment Goal</b>			
<b>Personal/Social Goal</b>			

**Program Elements Needed to Achieve Goal**

*Youth are required to have access to all fourteen WIOA Youth program elements. Please select elements based on needs identified on the participant's objective assessment.*

<b>Improving Educational Achievement</b>	<b>Date Opened</b>	<b>Projected End Date</b>	<b>Actual End Date</b>	<b>Successful Completion</b>
<input type="checkbox"/> Tutoring: study skills training, and instruction leading to secondary school completion, including dropout prevention strategies  <i>Action Steps/Referrals:</i>  <i>Comments:</i>				<input type="checkbox"/> Yes <input type="checkbox"/> No  <i>Explain:</i>
<input type="checkbox"/> Alternative secondary school offerings  <i>Action Steps/Referrals:</i>  <i>Comments:</i>				<input type="checkbox"/> Yes <input type="checkbox"/> No  <i>Explain:</i>
<input type="checkbox"/> Activities that help youth prepare for transition to postsecondary education and training  <i>Action Steps/Referrals:</i>  <i>Comments:</i>				<input type="checkbox"/> Yes <input type="checkbox"/> No  <i>Explain:</i>
<b>Preparing for and Succeeding in Employment</b>	<b>Date Opened</b>	<b>Projected End Date</b>	<b>Actual End Date</b>	<b>Successful Completion</b>
<input type="checkbox"/> Paid & unpaid work experience (summer employment, pre-apprenticeship programs, internships, job shadowing, OJT) with Academic & occupational education  <i>Action Steps/Referrals:</i>  <i>Comments:</i>				<input type="checkbox"/> Yes <input type="checkbox"/> No  <i>Explain:</i>
<input type="checkbox"/> Labor market & employment information including career awareness, career counseling, and career exploration services  <i>Action Steps/Referrals:</i>  <i>Comments:</i>				<input type="checkbox"/> Yes <input type="checkbox"/> No  <i>Explain:</i>
<input type="checkbox"/> Education offered concurrently with workforce preparation and training for a specific occupation  <i>Action Steps/Referrals:</i>  <i>Comments:</i>				<input type="checkbox"/> Yes <input type="checkbox"/> No  <i>Explain:</i>

<b>Preparing for and Succeeding in Employment</b>	<b>Date Opened</b>	<b>Projected End Date</b>	<b>Actual End Date</b>	<b>Successful Completion</b>
<input type="checkbox"/> Occupational skills training  <i>Action Steps/Referrals:</i>  <i>Comments:</i>				<input type="checkbox"/> Yes <input type="checkbox"/> No  <i>Explain:</i>
<input type="checkbox"/> Entrepreneurial skills training  <i>Action Steps/Referrals:</i>  <i>Comments:</i>				<input type="checkbox"/> Yes <input type="checkbox"/> No  <i>Explain:</i>
<b>Supporting Youth</b>	<b>Date Opened</b>	<b>Projected End Date</b>	<b>Actual End Date</b>	<b>Successful Completion</b>
<input type="checkbox"/> Supportive services  <i>Action Steps/Referrals:</i>  <i>Comments:</i>				<input type="checkbox"/> Yes <input type="checkbox"/> No  <i>Explain:</i>
<input type="checkbox"/> Adult mentoring  <i>Action Steps/Referrals:</i>  <i>Comments:</i>				<input type="checkbox"/> Yes <input type="checkbox"/> No  <i>Explain:</i>
<input type="checkbox"/> Comprehensive guidance & counseling (may include drug & alcohol abuse counseling & referral)  <i>Action Steps/Referrals:</i>  <i>Comments:</i>				<input type="checkbox"/> Yes <input type="checkbox"/> No  <i>Explain:</i>
<input type="checkbox"/> Follow-up  <i>Action Steps/Referrals:</i>  <i>Comments:</i>				<input type="checkbox"/> Yes <input type="checkbox"/> No  <i>Explain:</i>
<b>Developing the Potential of Young People as Citizens &amp; Leaders</b>	<b>Date Opened</b>	<b>Projected End Date</b>	<b>Actual End Date</b>	<b>Successful Completion</b>
<input type="checkbox"/> Leadership development opportunities/ Opportunities to develop social behaviors, other soft skills, and leadership opportunities  <i>Action Steps/Referrals:</i>  <i>Comments:</i>				<input type="checkbox"/> Yes <input type="checkbox"/> No  <i>Explain:</i>

<b>Developing the Potential of Young People as Citizens &amp; Leaders</b>	<b>Date Opened</b>	<b>Projected End Date</b>	<b>Actual End Date</b>	<b>Successful Completion</b>
<input type="checkbox"/> Financial literacy  <i>Action Steps/Referrals:</i>  <i>Comments:</i>				<input type="checkbox"/> Yes <input type="checkbox"/> No  <i>Explain:</i>
<b>Potential Barriers to Goal Achievement:</b>				
<b>Case Notes/ISS Review Updates:</b> <i>Include any progress, such as but not limited to measurable skill gains, other goal completions</i>				

<b>Individual Service Strategy Updates</b>		
<b>Date</b>	<b>Case Note Update</b>	<b>Youth and Case Manager Initials</b>

## ISS for WIOA Youth Services

Youth Name: \_\_\_\_\_ Date: \_\_\_\_\_

DOB: \_\_\_\_\_ ID\*: \_\_\_\_\_

\*Do not use social security number for participant ID.

### Youth and Career Coach Agreements:

#### For Youth - I agree to:

- ▶ Contact my Career Coach monthly or as often as necessary to update my progress on this plan. I understand that my case can be closed if I go 90 days without participating in a service.
- ▶ Let my Career Coach know of any problems which would cause changes to any activities or interfere with completing the plan.
- ▶ Seek, accept and maintain employment that meets my planned goal(s) as stated above.
- ▶ Contact my Career Coach when I become employed, and provide all necessary information pertaining to the job.
- ▶ Stay in contact with my Career Coach for up to a year after exiting the program to maintain and support meeting my goals.

#### For the Career Coach – I agree to:

- ▶ Assist with the appropriate career guidance, training and supportive services.
- ▶ Coordinate with other agencies and programs to help you obtain needed services.
- ▶ Monitor your participation and progress in the activities above.
- ▶ Assist you in your search for employment.
- ▶ Maintain contact with you for up to one year after you obtain employment for employment retention and career advancement purposes.

\_\_\_\_\_  
Youth Signature

\_\_\_\_\_  
Career Coach Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date