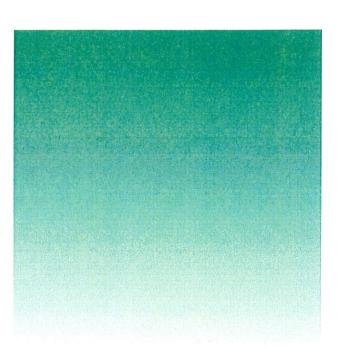
### AGENDA WORKFORCE DEVELOPMENT BOARD MAY 26, 2021





"Your Workforce Resource"

A proud partner of the America's Job Center network of California\*

#### AGENDA WORKFORCE DEVELOPMENT BOARD MAY 26, 2021

Dear Workforce Development Board Members:

Attached is your agenda for the Wednesday, May 26, 2021 meeting of the Workforce Development Board.

DATE:

Wednesday, May 26, 2021

TIME:

7:30 a.m.

PLACE:

Held Via Microsoft Teams

This meeting will be via Microsoft Teams.

### Microsoft Teams meeting

Join on your computer or mobile app

Click here to join the meeting
Or call in (audio only)

+1 209-645-4071,,201547791# United States, Stockton

Phone Conference ID: 201 547 791#

Find a local number | Reset PIN

<u>Learn More</u> <u>Meeting options</u>

If you have any questions, please call me at 468-2245.

Sincerely,

PATRICIA VIRGEN DEPUTY DIRECTOR

PV:gg

### AGENDA WORKFORCE DEVELOPMENT BOARD

May 26, 2021 - 7:30 a.m. Stockton WorkNet Center 56 S. Lincoln Street, Stockton, CA Due to COVID-19 held via Microsoft Teams

#### **ROLL CALL**

#### **APPROVAL OF MINUTES**

#### STATEMENTS OF CONFLICT OF INTEREST

#### PUBLIC COMMENT

#### **ACTION ITEMS**

- A-1 Amended Recommendation on Workforce Innovation and Opportunity Act (WIOA). Youth Program Provider(s) for Program Years (PY) 2021-2024
- A-2 Approval of Agreement with Beaudette Consulting, Inc., to Provide America's Job Centers of California One-Stop Operator Services for the Period of July 1, 2021 Through June 30, 2023, Totaling \$30,000
- A-3 Approve an Amendment to the Agreement with the Foundation for California Community Colleges (FCCU) to Operate a Summer Training & Employment Program for Students (STEPS) with Disabilities for the Period of July 1, 2021 Through June 30, 2022 in the Amount of \$750,000

#### **COMMITTEE REPORTS**

#### **INFORMATION ITEMS**

- I-1 WorkNet Center Customer Service Survey
- I-2 Success Stories
- 1-3 San Joaquin County Labor Market Information Snapshot

#### **DIRECTOR'S REPORT**

#### **BOARD MEMBERS QUESTIONS AND COMMENTS**

#### \*\*\* PUBLIC COMMENT \*\*\*

Public Comments, limited to 250 words or less, may be submitted by sending an email to wdbcomments@sjcworknet.org. Please no personal attacks.

Every effort will be made to read all comments received into the record, but some comments may not be read due to time limitations. Comments received after an agenda item will be made part of the official record on file.

If you need disability-related modification or accommodation in order to participate in this meeting, please contact Gloria Gamez at (209) 468-3524 at least 48 hours prior to the start of the meeting.

#### **ADJOURNMENT**

The next WDB meeting, pending approval, is scheduled for Wednesday, July 7, 2021, location to be announced.

This WIOA Title I - Financially Assisted Program or Activity is an Equal Opportunity Employer/Program. Auxiliary aids and services available upon request to individuals with disabilities. If you require special accommodation, please contact Gloria Gamez at (209) 468-3524 at least one day in advance of the meeting. California Relay Service 711 or 1-800-735-2922 (English) 1-800-855-3000 (Spanish).

### **APPROVAL OF MINUTES**

### MINUTES OF THE WORKFORCE DEVELOPMENT BOARD

April 28, 2021 WorkNet 56 S. Lincoln Street, Stockton, CA Due to COVID-19 held via TEAMS

#### WORKFORCE DEVELOPMENT BOARD MEMBERS PRESENT

#### Diane Vigil

LaChelle Adams
Mayra Cuevas
David Culberson
Les Fong
Terry Givens
Mahalia Gotico
Jose Hernandez

Raul Hernandez Steve Jackson Henry Peralta Robin Sanborn Sylvia Sanchez Julian Sepulveda Greg Vincelet

#### **MEMBERS ABSENT**

Gene Acevedo Dan Ball Jeff Dundas Michael Mark James Mousalimas Pat Patrick

Omid Pourzanjani Renee Puig-Hink Tim Robertson Tamra Spade Chris Woods Marcus Williams

#### **GUESTS/STAFF PRESENT**

Tammy Aguilera, Eckerd Connects
Jonathan Zeigler, Eckerd Connects
Janine Kaeslin, San Joaquin County Office of Education
Sean Morril, San Joaquin County Office of Education
Catalina DiSomma, San Joaquin County Office of Education

Patricia Virgen, Employment & Economic Development Dept.
Alfredo Mendoza, Employment & Economic Development Dept.
Elena Mangahas, Employment & Economic Development Dept.
Andrea Moccia, Employment & Economic Development Dept.
John Lutzow, Employment & Economic Development Dept.
Ed Wanket, Employment & Economic Development Dept.
Katie Poole, Employment & Economic Development Dept.
Victoria Lopez, Employment & Economic Development Dept.

Guests who did not identify themselves may not be listed.

#### **ROLL CALL**

The meeting was called to order by Chair Vigil at 7:53 a.m. Roll call was taken and a quorum of the Board was present.

#### **APPROVAL OF MINUTES**

#### MOTION

Mr. Sepulveda moved and Mr. Fong seconded to approve the March 24, 2021 Workforce Development Board meeting minutes.

M/S/C unanimously.

#### STATEMENTS OF CONFLICT OF INTEREST

None.

#### **ACTION ITEMS**

# A-1 RECOMMENDATION ON WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) YOUTH PROGRAM PROVIDER(S) FOR PROGRAM YEARS (PY) 2021-24

Ms. Virgen summarized the information contained in the agenda item. Ms. Vigil and Mr. J. Hernandez provided comments on the process and progress of the program.

#### **MOTION**

Mr. R. Hernandez moved and Mr. Fong seconded to approve the recommendation on Workforce Innovation and Opportunity Act (WIOA) Youth Program provider(s) for program years (PY) 2021-24 to authorize staff to negotiate a contract to provide WIOA formula funded year round youth program services with:

- 1. California Human Development (CHD) for an amount not to exceed \$978,000 (\$326,000 per year) for the period July 1, 2021, through June 30, 2024 to serve a minimum of 175 youth per year;
- 2. The San Joaquin County Office of Education (COE) for an amount not to exceed \$2,174,000 (\$800,000 per year) for the period July 1, 2021, through June 30, 2024 to serve a minimum of 142 youth per year;
- 3. Eckerd Connects for an amount not to exceed \$1,200,000 (\$400,000 per year) for the period July 1, 2021, through June 30, 2024 to serve a minimum of 254 per year; and
- 4. Forward contracts recommended for funding to the San Joaquin County Board of Supervisors (BOS) for final approval.

M/S/C unanimously.

#### **PRESENTATIONS**

None.	
	COMMITTEE REPORTS
None	

PUBLIC COMMENT

None.

#### **INFORMATION ITEMS**

- I-1 WorkNet Center Customer Service Survey
- I-2 Success Stories
- I-3 San Joaquin County Labor Market Information Snapshot

#### **DIRECTOR'S REPORT**

#### **BOARD MEMBERS QUESTIONS AND COMMENTS**

#### **ADJOURNMENT**

#### **MOTION**

Mr. J. Hernandez moved and Ms. Adams seconded to adjourn the meeting at 8:12 a.m.

M/S/C unanimously.

STATEMENTS OF CONFLICT OF INTEREST

### **PUBLIC COMMENT**

### <u>ITEM #1</u>

AMENDED RECOMMENDATION ON WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) YOUTH PROGRAM PROVIDER(S) FOR PROGRAM YEARS (PY) 2021-2024

DATE:

May 26, 2021

ACTION ITEM: \_\_\_\_1

TO:

Workforce Development Board

FROM:

Patricia Virgen, Deputy Director

SUBJECT:

AMENDED RECOMMENDATION ON WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) YOUTH PROGRAM PROVIDER(S) FOR

PROGRAM YEARS (PY) 2021-2024

#### IT IS RECOMMENDED:

That the Workforce Development Board (WDB) approve the amended recommendation of the Youth Council to authorize staff to negotiate a contract to provide WIOA formula funded year round youth program services with:

- 1. California Human Development (CHD) for an amount not to exceed \$978,000 (\$326,000 per year) for the period July 1, 2021, through June 30, 2024 to serve a minimum of 100 youth per year, and
- 2. The San Joaquin County Office of Education (COE) for an amount not to exceed \$2,400,000 (\$800,000 per year) for the period July 1, 2021, through June 30, 2024 to serve a minimum of 254 youth per year; and
- 3. Eckerd Connects for an amount not to exceed \$1,200,000 (\$400,000 per year) for the period July 1, 2021, through June 30, 2024 to serve a minimum of 142, and
- 4. Forward contracts recommended for funding to the San Joaquin County Board of Supervisors (BOS) for final approval.

#### REASONS FOR RECOMMENDATION

#### Background:

The Workforce Innovation and Opportunity Act (WIOA) of 2014 enacted a comprehensive youth employment program for serving eligible youth, ages 14-24, who face multiple barriers to education, training, and employment. Funds for youth services are allocated annually to states and local areas based on a formula. The WIOA program focuses primarily on out-of-school youth (OSY), requiring local areas to expend a minimum of 75% of WIOA youth funds on OSY. The program includes 14 program elements that are required to be made available to youth participants. WIOA prioritizes work experience activities through a 20% minimum expenditure rate requirement for the work experience program element. Local programs provide youth services in partnership with San Joaquin County WorkNet and under the oversight and direction of the WDB.

#### The 14 program elements are as follows:

- Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential;
- 2. Alternative secondary school services, or dropout recovery services, as appropriate;
- \*Paid and unpaid work experiences;
- 4. Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
- Occupational skill training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in demand industry sectors or occupations in the local area involved, if the local board determines that the programs meet the quality criteria described in the WIOA section 123;
- Leadership development opportunities, which may include community service and peercentered activities encouraging responsibility and other positive social and civic behaviors, as appropriate;
- 7. \*Supportive services;
- 8. Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months;
- 9. Follow up services for not less than 12 months after the completion of participation, as appropriate;
- 10. Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate;
- 11. Financial literacy education;
- 12. Entrepreneurial skills training;
- 13. Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services; and
- 14. Activities that help youth prepare for and transition to postsecondary education and training.

<sup>\*</sup>Provided by WorkNet/Employment and Economic Development Department (EEDD)

#### Request for Proposals

On December 14, 2020, the San Joaquin County Purchasing Department released Request for Proposal (RFP) #20-25 with all proposals due on February 2, 2021. America Works, CHD, COE, and Eckerd Connects were the only proposals received in response to the RFP. On March 1, 2021, the San Joaquin County Purchasing Department received the Evaluation Scores from the Evaluation Team and ranked the proposals. The Evaluation Team consisted of non-partial, subject matter experts. The scores were tabulated and ranked, as reflected below:

Evaluation Criteria	Maximum Points	America Works	CHD	COE	Eckerd Connects
Adequate Financial Resources and the Ability to Obtain Them	20	18	20	20	18
Ability to Meet Program Design Specifications at a Reasonable Cost	10	9	10	9	9
Satisfactory Record of Past Performance	20	15	19	19	17
Satisfactory Record of Integrity, Business Ethics, & Fiscal Accountability	20	18	19	19	17
Necessary Organization, Experience, & Operational Controls	10	9	9	9	8
Technical Skills to Perform the Work	20	17	17	19	18
Total Score	100	86	94	95	87
Rank	-	4	1	2	3

#### Past Performance

(2019)				
Performance Measure Contract Goal Actual % of				
America Works	N/A	N/A	N/A	
Employment Rate (2nd Quarter)				
Employment Rate (4th Quarter)	The past performa	anaa baaad an	norformanaa	
Median Earnings (2nd Quarter)				
Credential Attainment	measures was not provided.			
Measurable Skills Gain:				
CHD			continued to the	
Employment Rate (2nd Quarter)	67.0%	87.8%	131.0%	
Employment Rate (4th Quarter)	66.0%	89.5%	135.6%	
Median Earnings (2nd Quarter)	Baseline	\$3,976	Baseline	
Credential Attainment	58.0%	50.0%	86.0%	
Measurable Skills Gain	Baseline	65.5%	Baseline	
County Office of Education	Contract Goal	Actual	% of Goal	

Employment Rate (2nd Quarter)	67.0%	62.2%	92.8%
Employment Rate (4th Quarter)	66.0%	68.2%	103.3%
Median Earnings (2nd Quarter)	Baseline	\$2,634	Baseline
Credential Attainment	58.0%	37.1%	64.0%
Measurable Skills Gain	Baseline	40.9%	Baseline
Eckerd Connects*	Contract Goal	Actual	% of Goal
Employment Rate (2nd Quarter)	66.9%		115.0%
Employment Rate (4th Quarter)	64.0%		121.0%
Median Earnings (2nd Quarter)	Baseline		\$4,732
Credential Attainment	54.0%		185.0%
Measurable Skills Gain	38.0%		87.0%

<sup>\*</sup>This proposer provided data from 4 Youth Programs around the country, the one above is from the youth program in California.

#### Youth Council Meetings

The Youth Council met several times (March 17, 2021, April 7, 2021, and April 21, 2021) to review the proposals received and formulate a recommendation to be considered by the full WDB. Following the review of information, the Council voted unanimously to recommend that the WDB authorize staff to negotiate contracts with the proposers listed above. The Youth Council reviewed the Evaluation Summary, Past Performance, and Budget information provided by the proposers. The Youth Council directed staff to secure additional information from the proposers in order to maximize the number of youth being served in San Joaquin County.

#### Workforce Development Board Action

On April 28, 2021 the WDB met and unanimously approved the recommendation of the Youth council as presented. As we prepared to submit the Youth Contracts to the Board of Supervisors for approval, it was discovered that there was a discrepancy in the number of youth to be served by one of the proposers. California Human Development actually proposed to serve 100 youth, however staff inadvertently listed the number of youth to be served as 175. The funds to be awarded will remain the same but the minimum number of youth to be served will now be 496 instead of 571.

#### Proposed Youth Program Contract(s):

The current contracts with CHD and COE expire on June 30, 2021. As recommended, new contract(s) will be for the period July 1, 2021 through June 30, 2024 and must accommodate all youth that may still be accessing services through the existing programs. Funding for the new contract(s) will be allocated on an annual basis with the PY 2021-2022 allocation not to exceed a grand total of \$1,526,000. A total of 496 youth are expected to be served annually.

#### FISCAL IMPACT:

If approved by the WDB and the BOS, up to \$1,526,000 will be obligated for the provision of WIOA Youth Educational Services in PY 2021-22.

#### ACTION TO BE TAKEN FOLLOWING APPROVAL

1.	Board of Supervisors action		(June 2021)
2.	Implement contract		(July 1, 2021)
ACTI	ON TAKEN: APPROVED:	DISAPPROVED:	OTHER:
BY:_		DATE:	
	IONED BY:		

NO:\_\_\_\_\_

### **ITEM #2**

APPROVAL OF AGREEMENT WITH BEAUDETTE CONSULTING, INC., TO PROVIDE ONE-STOP OPERATOR SERVICES FUNDED UNDER THE WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) FOR THE PERIOD JULY 1, 2021 THROUGH JUNE 30, 2023, TOTALING \$28,000

DATE:

May 26, 2021

ACTION ITEM: 2

TO:

San Joaquin County Workforce Development Board

FROM:

Patricia Virgen, Deputy Director

SUBJECT:

APPROVAL OF AGREEMENT WITH BEAUDETTE CONSULTING INC., TO PROVIDE ONE-STOP OPERATOR SERVICES FUNDED UNDER THE WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) FOR THE PERIOD JULY 1, 2021 THROUGH JUNE 30, 2023, TOTALING

\$28,000

#### IT IS RECOMMENDED:

- 1. That the Workforce Development Board (WDB) approve the recommendation to fund the attached agreement with Beaudette Consulting Inc., to provide One-Stop Operator services funded under the Workforce Innovation and Opportunity Act (WIOA) for the period of July 1, 2022 through June 30, 2023 for an amount not exceed \$28,000; and
- 2. Forward a recommendation to the San Joaquin County Board of Supervisors for final approval and execution.

#### REASON FOR RECOMMENDATION:

Since July 1, 2017, Pro Path, Inc., has been providing America Job Centers of California (AJCC) One-Stop Operator services in San Joaquin County. These services were secured as part of a State approved regional procurement effort. The current agreement with Pro Path expires June 30, 2021.

#### Background

On June 8, 2020, the State released State Directive WSD19-13 establishing procedures for the selection of AJCC One-Stop Operators. The AJCC One-Stop Operator fulfills distinct and separate roles within the system, roles that must be clearly articulated as part of a competitive procurement and selection processes as required by the WIOA.

In California, AJCC One-Stop Operators are responsible for coordinating service delivery among all AJCC required partners and service providers within the Local Workforce Development Area (LWDA). By having the AJCC One-Stop Operator act as the local service delivery coordinator, it allows local WDBs to focus on strategic planning and developing partnerships at the local and regional level.

The role and responsibilities of the AJCC One-Stop Operator include the following:

- Coordinating the service delivery of required AJCC partners and service providers.
- Ensuring the implementation of partner responsibilities and contributions agreed upon in the Memorandums of Understanding Phase I and Phase II.
- Reporting to Local Boards on operations, performance, and continuous improvement recommendations.
- Implementing policies established by Local Boards.
- Adhering to all applicable federal and state guidance.

The AJCC One-Stop Operator may not perform any of the following:

- Convene system stakeholders to assist in the development of the local plan.
- Prepare and submit local plans.
- Be responsible for oversight of itself.
- Manage or significantly participate in the competitive selection process for an AJCC One-Stop Operator.
- Select or terminate AJCC One-Stop Operator, Adult and Dislocated Worker Career Services Providers, and Youth Service Providers.
- Negotiate local performance accountability measures.
- Develop and submit budget for activities of the local WDB in the local area.

The Directive allows local boards to regionally select an AJCC One-Stop Operator through a competitive process at least once every four years.

#### **Procurement Process**

When selecting an AJCC One-Stop Operator, local WDBs are required to fully adhere to the federal procurement standards outlined in Uniform Guidance Sections 200.318-200.326, as well as local procurement policies. The procurement as follows is compliant with the aforementioned expectations.

On December 18, 2020, a sub-region of the San Joaquin Valley consisting of five (5) LWDAs (San Joaquin, Stanislaus, Merced, Madera, and Kings County) collectively released, via Madera County with a closing date of February 16, 2021. One entity submitted a proposal and the current operator did not submit a proposal and does not wish to renew Agreement. Therefore, due to the fact that there is not enough time to submit for proposals a second time and have them completed by June 30, 2021, a single source justification was used.

The single proposal was reviewed by representatives from the five (5) participating WDBs and it was noted that they are currently listed on the California Workforce Association Training Initiative listing and is already familiar with some of the aspects around WIOA and WDBs. It was also noted that their current qualifications and skills in training and consulting will assist them in engaging with the multiple partners within the AJCC and

help strengthen the goals and objectives outlines in the RFP. The five (5) WDBs determined that the proposal was adequate.

Approval of this recommendation will enable San Joaquin County to secure an AJCC One-Stop Operator as required under the WIOA and as required by the State.

#### FISCAL IMPACT:

If approved by the Board of Supervisors, \$28,000 will be obligated for the provision of WIOA One-Stop Operator Services (\$14,000 to be expensed in FY 2021-22 and \$14,000 to be expensed in FY 2022-23).

#### **ACTION TO BE TAKEN FOLLOWING APPROVAL:**

1.	Board of Supervisors Action	June 8, 2021
1.5	Board of Supervisors Action	June 0, 202

ACTION TAKEN: APPROVED:	DISAPPROVED:	_ OTHER:
BY:	DATE:	
MOTIONED BY:	SECONDED BY:	
YES:		
NO:		

#### **ITEM #3**

APPROVE AN AMENDMENT TO THE AGREEMENT WITH THE FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES (FCCU) TO OPERATE A SUMMER TRAINING & EMPLOYMENT PROGRAM FOR STUDENTS (STEPS) WITH DISABILITIES FOR THE PERIOD OF JULY 1, 2021 THROUGH JUNE 30, 2022 IN THE AMOUNT OF \$750,000

DATE:

May 26, 2021

ACTION ITEM:

TO:

Workforce Development Board

FROM:

Patricia Virgen, Deputy Director

SUBJECT:

APPROVE AN AMENDMENT TO THE AGREEMENT WITH THE FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES (FCCC) TO OPERATE A SUMMER TRAINING & EMPLOYMENT PROGRAM FOR STUDENTS (STEPS) WITH DISABILITIES FOR THE PERIOD OF JULY 1, 2021 THROUGH JUNE 30, 2022 IN THE AMOUNT OF \$750,000

IT IS RECOMMENDED:

That the Workforce Development Board:

- 1. Approve an Amendment to the Agreement between the FCCC and the San Joaquin County Workforce Development Board (WDB) to operate the STEPS Grant to provide 150 students with disabilities with workplace readiness and work experience opportunities with grant funding in the amount of \$750,000, for the period July 1, 2021 through June 30, 2022;
- 2. Authorize the Deputy Director of the Employment and Economic Development Department (EEDD) to execute all necessary documents related to this grant; and
- 3. Forward the recommendation and amendment to the San Joaquin County Board of Supervisors for approval.

#### REASONS FOR RECOMMENDATION:

On April 15, 2021, the Foundation for California Community Colleges (FCCC) informed EEDD that the California Department of Rehabilitation (DOR) was renewing the STEPS program for the July 1, 2021 through June 30, 2022 timeframe. The FCCC extended the renewal offer to the EEDD and requested updated budget information in order to amend the current Agreement with EEDD to provide services to 150 students. On May 5, 2021, the FCCC provided EEDD with an Amendment to provide \$750,000 to San Joaquin County to continue the STEPS Program.

#### Background for STEPS Grant

In March 2020, The California Department of Rehabilitation (DOR), in coordination with the Employment Training Panel (ETP) and the Foundation for California Community Colleges (FCCC), released a Solicitation for Proposals (SFP) for a Summer Training & Employment Program for Students to begin at the conclusion of the 2019-2020 school year. The EEDD submitted, and was awarded, a competitive proposal for the maximum amount of \$750,000 to serve 150 youth. The SFP included language allowing for the option to renew for two (2), one (1) year extensions under the same terms and conditions based on funding availability.

With this amendment, the EEDD will serve 150 students with disabilities between the ages of 16-21 by providing up to 40 hours of workplace readiness training, and up to 190 hours of paid work experience at private and/or non-profit worksites in San Joaquin County.

The pre-vocational or workplace readiness training may include, but may not be limited to, the following:

- 1) A comprehensive orientation to the world of work with emphasis on employer expectations;
- 2) Self-assessment/self-knowledge activities including work personality assessments to identify current job skills sets and transferable skills;
- 3) Job exploration/career planning, including setting short and long term career goals and next steps;
- 4) Job seeking skills such as effective job searching, resume building, preparing for an interview, and follow up after the interview; and
- 5) Expectations while on the job, including critical job-keeping skills and relevant California labor laws for youth and disabled workers.

This project is aligned with the established EEDD summer youth programs. An outreach effort is underway working in partnership with the County Office of Education, school districts, California Human Development, and employers to ensure that once school is out for the summer, students will be ready to begin their activities.

#### FISCAL IMPACT:

The amount of \$750,000 will be added to the department budget.

#### **ACTION TO BE TAKEN FOLLOWING APPROVAL:**

1. Submit recommendation for approval to

the San Joaquin County Board o	(June 8, 2021)	
ACTION TAKEN: APPROVED: _	DISAPPROVED: DATE:	OTHER:
MOTIONED BY:	SECONDED BY:	
YES:		



#### AMENDED STEPS GRANT AGREEMENT

#### between

#### THE FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

#### and

#### SAN JOAQUIN COUNTY WORKFORCE DEVELOPMENT BOARD

Agreement No. 00003413
Amendment #2

Effective July 14, 2020, the Foundation for California Community Colleges ("Foundation"), a 501 (c)(3) nonprofit organization, and San Joaquin County Workforce Development Board ("Contractor") entered into a STEPS Grant Agreement ("Agreement").

WHEREAS, the parties now wish to extend the term of the Agreement, add \$750,000 of new funding for Fiscal Year 2022, add additional terms, and incorporate the STEPS Solicitation for Proposal.

THEREFORE, the parties hereby amend the Agreement as follows:

- 1. **Amendment to the Term of the Agreement (Page 1).** The Term of the Agreement is hereby amended by replacing "June 30, 2021" with "June 30, 2022."
- 2. **Amendment to the Amount of the Agreement (Page 1).** The Amount of the Agreement is hereby amended by replacing "\$750,000" with "\$1,500,000."
  - Note: The original amount hereby expires as of June 30, 2021 and the new funding will be made available as early as July 1, 2021.
- 3. **Amendment to Exhibit A, Section 1 (Scope of Work).** Exhibit A, Section 1, of the Agreement is hereby amended by replacing "*June 30, 2021*" with "*June 30, 2022*".
- 4. **Amendment to Exhibit B, Section 1 (Cost Reimbursement Agreement).** The total amount not to exceed of STEPS Grant Funds is hereby amended by replacing "\$750,000" with "\$1,500,000."
- 5. **Amendment to Exhibit B, Section 4 (Project Budget).** Exhibit B, Section 4 of the Agreement is hereby amended by adding the following Project Budget Table for FY22:

00003413 San Joaquin County WDB\_Amend 02 Salesforce # 00004579

Personnel		
Salaries	\$88,292	
Fringe Benefits	\$70,523	и
Work Experience Wages & Taxes		
Total Wages	\$413,250	
Total Taxes	\$86,535	
Career Catalyst Flat Fee		
Flat Fee	\$90,000	
Travel		
Work Experience Coordination	\$1,400	
TOTAL	\$750,000	4

- 6. **Amendment to Exhibit C, Section 3 (Contractor Responsibilities).** Exhibit C, Section 3, of the Agreement is hereby amended by adding Section 3.9 and 3.10, as follows:
  - "3.9 CONTRACTOR shall immediately notify FOUNDATION if a case of COVID-19 is detected at the CONTRACTOR's worksite, which includes but is not limited to an instance where a SWD or CONTRACTOR staff tests positive for COVID-19, or a third-party that closely interacts with SWD or CONTRACTOR staff tests positive for COVID-19."
  - "3.10 "CONTRACTOR is required to provide proof of SWD's DOR enrollment to the FOUNDATION in order to onboard a SWD as an employee of the FOUNDATION."
- 7. Amendment to Exhibit C, Section 4 (Compliance with Federal, State, and Local Laws). Exhibit C, Section 4, of the Agreement is hereby amended by adding section 4.5, as follows:
  - "4.5 CONTRACTOR shall comply with all applicable federal, state, and local orders, advisories, and guidelines on COVID-19 related workplace restrictions and notification obligations, including but not limited to those from the Center for Disease Control and Prevention (CDC), the California Department of Public Health (CDPH), California Division of Occupational Safety and Health of California, local county, or any other applicable government entity."
- 8. **Addition of Exhibit E.** The Agreement is hereby amended by adding Exhibit E ("Summer Training and Employment Program for Students (STEPS) Solicitation for Proposals (SFP)), which is attached hereto as Attachment 1.
- 9. **Amendment to Exhibit A, (Scope of Work).** Exhibit A, Section 1, of the Agreement is hereby amended by incorporating reference to Exhibit E in the first sentence of the first paragraph, as follows:
  - 1. "This Agreement is entered into by and between the Foundation for California Community Colleges, hereinafter referred to as the FOUNDATION, and San Joaquin

County Workforce Development Board, hereinafter referred to as the CONTRACTOR, for the purpose of providing prevocational training and work experience services to students with disabilities in accordance with the Solicitation for Proposals (SFP) for the 2020 STEPS (Summer Training and Employment Program for Students) Grant, which is attached hereto as Exhibit E."

All other terms of the Agreement shall remain unchanged and in full force and effect.

THE PARTIES HEREBY EXECUTE THIS AMENDED AGREEMENT.

CONTRACTOR	COMMUNITY COLLEGES
Ву:	Ву:
Print Name: <u>Patricia Virgen</u>	Print Name:Joseph Quintana
Title: Deputy Director Date:	Title: Chief Operating Officer Date:
APPROVED AS TO FORM OFFICE OF COUNTY COUNSEL	FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES
Ву:	Ву:
Print Name:	Print Name: Julian Roberts
Title: Date:	Title: Chief Financial Officer Date:

#### Exhibit E

# Summer Training and Employment Program for Students (STEPS) Solicitation for Proposals (SFP) Attachment 1

# CALIFORNIA DEPARTMENT OF REHABILITATION FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES EMPLOYMENT TRAINING PANEL SUMMER TRAINING & EMPLOYMENT PROGRAM FOR STUDENTS (STEPS) 2020

#### **NOTICE OF AVAILABILITY OF FUNDS**

by the Department of Rehabilitation in coordination with the Foundation for California Community Colleges and the Employment Training Panel

Summer Training and Employment Program for Students (STEPS)

**SOLICITATION FOR PROPOSALS (SFP)** 



March 2020

The DOR is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. Requests for services, aids, and/or alternate formats need to be made by calling 916-654-7799 (voice). TTY users, please call through the California Relay Service at 711.

# CALIFORNIA DEPARTMENT OF REHABILITATION FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES EMPLOYMENT TRAINING PANEL SUMMER TRAINING & EMPLOYMENT PROGRAM FOR STUDENTS (STEPS) 2020

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00003413\_San Joaquin County WDB - STEPS\_Amend 02 (#4579) Attachment 1 - STEPS SFP

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# CALIFORNIA DEPARTMENT OF REHABILITATION FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES EMPLOYMENT TRAINING PANEL SUMMER TRAINING & EMPLOYMENT PROGRAM FOR STUDENTS (STEPS) 2020

#### Proposal Package Instructions and Forms

The following contains the Summer Training & Education Program for Students (STEPS) Solicitation for Proposals (SFP) required forms. Respondents should carefully read the SFP for the required elements and follow the proposal instructions (included on the Project Proposal Narrative) in order to meet proposal application requirements.

- SFP Form SIG Signature Page
- SFP Form PN Project Proposal Narrative

#### Additional Forms for use during contract period, provided here for reference

- DR203 DOR Student Services Request
- DR260 Consent to Release and Obtain Information
- Participating Partner Form
- Final Grant Evaluation Form
- Local DOR District Administrator List
- Sample Foundation contract
- Monthly Invoice Reporting Template

SUMMER TRAINING & EMPLOYMENT PROGRAM FOR STUDENTS (STEPS) 2020

#### Section 1 - Overview

#### A. Purpose

The California Department of Rehabilitation (DOR), in coordination with the Foundation for California Community Colleges (FOUNDATION) announces the availability of up to \$5,000,000 in federal *Workforce Innovation and Opportunity Act* (WIOA) Title IV Vocational Rehabilitation funds, with a possibility to increase funding in the future if there are sufficient qualified respondents, to design, develop, and implement projects that provide work experience and job preparation training for students with disabilities. Additional partners include The Employment Training Panel (ETP) and the California Labor and Workforce Development Agency (LWDA).

The Workforce Opportunity and Innovation Act (WIOA), signed into law on July 22, 2014, supersedes the Workforce Investment Act of 1998 and retains and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973.

The WIOA established a broad vision of workforce programs. This vision:

- reaffirms the ongoing role of American Job Centers;
- requires coordination and alignment of key employment, education, and training programs;
- promotes program alignment at the Federal, State, local, and regional levels;
- builds on proven practices such as sector strategies, career pathways, regional economic approaches, work-based training, and;
- for Title IV, the vocational rehabilitation program, it establishes clear priorities in serving individuals with disabilities toward obtaining competitive integrated employment, reaffirms that business is a customer of the VR system, and;
- establishes that a priority of the VR system is serving youth with disabilities, particularly students.

In order to align with the vision of the WIOA and provide meaningful support to students with disabilities in California, the California Department of Rehabilitation (DOR) and the Foundation for California Community Colleges (FOUNDATION), in partnership with the Employment Training Panel (ETP) as an advisory partner are committed to working collaboratively to support local and regional initiatives that support the transition to employment of secondary school students with disabilities.

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The FOUNDATION has a long-standing effective working relationship with local and state workforce partners, including local boards and the State Workforce Investment Board, and its Labor Agency partners, including the Employment Development Department. The DOR, as a mandatory partner in the Workforce Development System, provides services and supports to eligible individuals with disabilities and businesses requesting services at or referred from the America's Job Centers of California. As the Title IV representative, the DOR provides vocational rehabilitation services and knowledge and expertise on the employment and accommodation of job seekers and employees with disabilities. The DOR proposes to fund services to students with disabilities through the America's Job Centers of California (AJCC) system for prevocational skills training and paid work experience through a partnership with the Employment Training Panel and the California Workforce Development Board.

ETP in their advisory role will assist with the distribution, scoring and associated documentation for the Solicitation For Proposal (SFP) as an in-kind partner contribution. ETP has a long history with the Local Workforce Development Boards (LWDB) and Employer Communities and is well versed in this process as they assisted in previous STEPS proposals as well.

The funds will be available for Local Workforce Development Boards and America's Job Centers of California seeking to increase services provided to students with disabilities. Individuals are not eligible to apply.

The STEPS project will provide job preparation training, including job exploration, workplace readiness skills training, and work-based learning experiences, as well as summer work experience (and, if funds allow, part-time work experience during the school year), to students with disabilities.

Successful applicants will be awarded a one (1) year contract with the option to renew for two (2), one (1) year extensions under the same terms and conditions based on funding availability.

The FOUNDATION will oversee the contracting process for the SFP by managing and distributing contract funds, and will serve as the official employer of record for all paid work experience through Career Catalyst, a service established in 1998.

Awardees will have access to all Career Catalyst service offerings which include:

- All-in-one web-based Human Resources Information Service (HRIS): Paycom
  - Paperless employee acquisition
  - o Online timekeeping
  - Payroll processing
  - o Employee access to paystubs and W-2's

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#### SUMMER TRAINING & EMPLOYMENT PROGRAM FOR STUDENTS (STEPS) 2020

- Money Network Paycards for participants
- Year-end tax reporting
- Leave management
- Unemployment claims management
- · Workers' compensation management
- Ongoing operational support and customer service

#### **B.** Eligibility

#### **Respondents:**

Proposals will be accepted from Local Workforce Boards and from individual America's Job Centers of California. Individuals are not eligible to apply.

#### Participants:

Must be a student with a disability, defined as an individual with a disability in a secondary, postsecondary, or other recognized education program who:

- a. Is not younger than 16;
- b. Is not older than 21 years;
- c. Is eligible for, and receiving, special education or related services under Part B of the Individuals with Disabilities Education Act (20 U.S.C. 1411 et seq); or
- d. Is an individual with a disability, for purposes of section 504\*.

\*The Federal Ed Section 504 regulation defines a person with a disability as "any person who (i) has a physical or mental impairment which substantially limits one or more major life activities, (ii) has a record of such an impairment, or (iii) is regarded as having such an impairment.

#### **Applicant Requirements**

Only one proposal will be accepted from each Local Workforce Board or AJCC.

Strong business partnerships are an essential element of the STEPS' goal to expand employment training and work experience for students with disabilities.

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Each respondent must identify a minimum of businesses that are committed to engaging with students with disabilities and provide a clear strategy to partner with these employers to provide work experience for students with disabilities.

Respondents must also demonstrate that a workplace readiness training program is ready to be implemented at their location. Workplace readiness training may include the following:

- Job Exploration
  - Understanding the local labor market
  - o work-site tours to learn about necessary job skills,
  - o job shadowing
  - o informational interviews to research employers
- Workplace Readiness Skills Training
  - understanding employer expectations;
  - learn how to search and apply for jobs;
  - learning about ways to get to work
  - o training on "soft" skills necessary for employment
- Work-Based Learning Experience
  - o Paid work experience
  - o On-the-job work trials/work simulations

Respondents must also indicate the number of students with disabilities that they expect to serve under this SFP. Each student will receive direct services, which must include a combination of:

- a. Paid work experience; and
- b. Up to 40 hours of job exploration and/or workplace readiness skills training.

The Local Workforce Board and AJCC will ensure compliance with all labor laws, including ensuring at least minimum wages (must follow state, county, and city minimum wage requirements, based on each students' worksite placement) are paid to the student, and that the conditions of employment are appropriate and that any required consent forms are signed and work permits, if required, are obtained and on file. If minimum wage is above \$13/hour in the county or city where the participating student is logging paid work experience hours, then the work experience total hours can be adjusted accordingly. Participating students are permitted to work at either a full time (30 hrs. or more) or part time (less than 30 hrs.) capacity as necessary or appropriate.

Respondents are encouraged to address in the Local or Regional Plan ways to engage and work with partners to align with the State's Competitive Integrated Employment (CIE) strategy, also called, "the Blueprint." Partnering with the

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#### SUMMER TRAINING & EMPLOYMENT PROGRAM FOR STUDENTS (STEPS) 2020

Regional Centers could assist with this requirement but also support increased participation by students with Intellectual/Developmental Disabilities. Additional funds for the wages might also be available thru the California Department of Developmental Services' Paid Internship Program as administered through the Regional Center system in each area.

For more information on the paid internship program you can go to: https://www.dds.ca.gov/WorkServices/index.cfm and review the "Guidelines for Implementation of Competitive Integrated Employment Incentive Payments" document available on that page. Funding for students ages 18-22 of up to \$10,400 may be available for those eligible for Regional Center Services.

Local Workforce Boards/AJCC operators will provide the following information at the time of a student student's enrollment and prior to the provision of any STEPS services to either the local DOR district contract administrator or to the FOUNDATION:

- a. Student's name
- b. Birthdate
- c. School of attendance
- d. Type of proof of disability
- e. Start date of service
- f. End date of service (if applicable)
- g. Name and address of employer/ work experience placement
- h. Social Security Number
- i. Home and mailing address as appropriate
- j. Contact number and email if available

Local Workforce Boards/AJCCC operators will provide the following information for all enrolled students participating in STEPS monthly and upon conclusion of the STEPS to the local DOR contract administrator or the FOUNDATION:

- a. Student's name
- b. Services provided
- c. Cost of Services provided (STEPS)
- d. Type and cost of other services provided (e.g., Title I funds)
- e. Outcome/results of services
  - a. Student returned to school
  - b. Student enrolled in post-secondary education/training
  - c. Student obtained employment as a result of service (e.g., with STEPS work experience employer)
  - d. Student obtained employment separate from STEPS
  - e. Other (provide explanation)

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#### SUMMER TRAINING & EMPLOYMENT PROGRAM FOR STUDENTS (STEPS) 2020

#### C. Funding Availability

Through this SFP, \$5 million with sufficient qualified respondents, is available from the federal WIOA Title IV Vocational Rehabilitation funds, with the potential for an increase in funds available in the future, depending on fund availability. The contracts may be extended for two (2) additional one (1) year periods under the same terms and conditions if funding becomes available.

In general, award amounts for each SFP will be either \$100,000, \$250,000, \$500,000 or a maximum of \$750,000, with most awards expected to be between \$250,000-\$500,000. Amounts will be determined by taking the factor of the number of students anticipated to participate and the average cost of \$5,000 per student. Thus, a \$100,000 award will serve 20 students, a \$250,000 award will serve 50 students, and a \$500,000 award will serve 100 students.

The FOUNDATION will manage funds for all paid work experience. The additional awarded amount will be distributed to awardees as the funds become necessary to complete the remainder of the contract activities. Awardees will need to provide monthly reports on the progress of their planned grant activities.

<u>Please note:</u> If, for any reason, the funds either do not become available or are reduced due to budgeting/fiscal/administrative reasons, the State shall have no liability to pay any funds or to furnish any other considerations under this SFP, and no awardee will be obligated to perform any provisions of this SFP.

#### D. Allowable Uses of Funds

All funds shall be expended to provide direct services to students. Direct services include staff time spent working directly with students or businesses for purposes of developing work experience sites for students being served by the entity awarded funds under this agreement. Unallowable supportive services may include, but are not limited to the following items: bus passes, equipment, and clothing.

Should a student require supportive services to access the paid work experience, please refer the student to their DOR Vocational Rehabilitation Counselor. Subcontractors may be used to support direct services only. Workplace Readiness Training stipends may be issued to SWDs by awardees (wages, stipends, gift cards for these activities will not be issued by the Foundation).

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#### F. Length of Project

The performance period for projects awarded under this SFP may be up to 36 months. No obligation or commitment of funds will be allowed prior to or beyond the contract period of performance. Any contract funds not expended during the contract period shall be returned to the state.

It is expected that the first two months of the project will be used for STEPS organization and start-up including identifying additional businesses and students with disabilities to participate in the project.

Workplace readiness training may begin as soon as student participants are identified and enrolled in the project. In most cases, work experience will begin at the conclusion of the 2019-2020 school year and will end at the start of the 2020-2021 school year. If awarded funds allow, work experience and training components may continue into the start of the 2020-2021 and or the 2021-2022 school year as applicable.

#### Section 2 – Significant Dates

Event	Date *
SFP release	March 12 or 13, 2020
Last date to email questions	March 25, 2020
Last date to respond to questions	March 27, 2020
Proposals due	April 3, 2020 by 5:00 p.m. PT
Proposal review and evaluation	April 6-8, 2020
Award announcements	April 9, 2020
Mandatory Grant Kick Off, Sacramento, CA (For Grant/Program Managers and Work Experience Lead Coordinator)	April 16, 2020

<sup>\*</sup>Note – All dates after the final proposal submission deadline are approximate and may be adjusted as conditions dictate, without addendum to this SFP.

#### Section 3 – Questions and Answers

Any questions regarding completion of this SFP should be directed via email to <a href="https://www.workforce.Development@dor.ca.gov">Workforce.Development@dor.ca.gov</a>. Questions must be received by 5:00 pm March 25, 2020. Email responses will be sent by 5:00 pm March 27, 2020.

#### Section 4 – Proposal Submission Instructions

#### **Proposal Deadline**

The deadline for the receipt of proposals is April 3, 2020 by 5:00 p.m. PT – late proposals will not be accepted. The date or time on a postmark or other courier's documentation is irrelevant to satisfying the submission deadline. Exceptions will not be allowed and there is no appeal for not meeting the proposal deadline.

All proposals, whether mailed, delivered by email, courier service, or delivered in person by the applicant, must be received on or before 5:00 p.m. PT, April 3, 2020. The ETP will accept inperson or courier-delivered proposals between 8:00 a.m. and 3:00 p.m. daily, excluding Saturdays, Sundays, and State holidays, through April 3, 2020. Documents required in the proposal submission are listed in Section 5.B., Format and Document Order.

#### **Proposal Delivery Method and Addresses**

Proposals may be submitted by email, mail, courier service, or delivered in person by the applicant.

#### **Submission Address:**

ATTN: STEPS 2020 SFP –
Elisabeth Testa
MIC 64
Employment Training Panel
1100 J St, 4<sup>th</sup> Floor
Sacramento, CA 95814
Elisabeth.testa@etp.ca.gov

### Section 5 – Required Proposal Content

All proposals must adhere to the required format in order to be competitive and must include all the requested information, completed forms and attachments. The proposal must meet the minimum requirements listed below. **Proposals that do not adhere to the minimum requirements** will not be scored or considered for funding. Respondents must follow the specific instructions and complete all requested forms included with this SFP.

#### A. Minimum Requirements

- Respondents must demonstrate their knowledge, experience and capacity or provide a detailed approach regarding the development and implementation of strategies for serving SWD.
   Respondents must complete the accompanying Project Proposal Narrative (SFP Form PN).
   Respondents must also complete the Signature Page (SFP Form SIG).
- 2. Respondents must submit, along with the Signature Page and Project Proposal Narrative, a Letter of Support from their local DOR District Administrator. A full list of statewide DOR District Administrators is included with this SFP. Proposals that do not attach the Letter of Support from the local DOR District Administrator will be deemed non-responsive and not considered for funding. Additionally, if the respondent is an AJCC, they must also submit a Letter of Support from their local Workforce Board.
- 3. Awardees will be required to contract with the FOUNDATION to utilize Career Catalyst as the employer of record service for all paid work experience placements. There is an associated flat fee of \$600 per every \$5,000 awarded.

Awardee must commit to the responsibilities in coordination with Career Catalyst, including:

- Identifying Program Manager and Timekeeping Supervisor(s) that will oversee paid work experience placements and be responsible for digital onboarding, timekeeping, and offboarding
- Timely communication of SWD work experience start and end dates, in alignment with Career Catalyst Onboarding/Off-boarding Policies
- Collection of work permits for minors, using the Foundation's work permit intent form
- Collection of Worksite Agreements from each external business partner, prior to start of paid work experience
- Ensuring all SWDs complete an online application that will serve as their employee intake form

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## CALIFORNIA DEPARTMENT OF REHABILITATION FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES EMPLOYMENT TRAINING PANEL

#### SUMMER TRAINING & EMPLOYMENT PROGRAM FOR STUDENTS (STEPS) 2020

- Electronic completion of Sections 1 & 2 of the I-9 through Paycom within three days following the SWD's first day logging hours to be paid
- Bi-weekly electronic input, approval, and submission of SWD timesheets, using Foundation's HRIS platform, Paycom
- 4. Respondents can submit a proposal for up to \$750,000. Final awards may be adjusted depending on the number of successful respondents. Please consider the following when determining the amount requested:

Amount Requested	Minimum Number of Participants (SWDs) Enrolled in STEPS
\$750,000	150
\$500,000	100
\$250,000	50

Match – While there is no matching funds requirement, this may be necessary. The funds from this SFP can only be used for direct services such as direct service/training staff, training materials, and wages/work expenses. Any 'match' as such may include, for example, inkind/co-enrollment expenses.

5. Respondents should also consider the requirements listed below. Proposals that do not adhere to these requirements will be scored; however, for each requirement not met, a penalty will be assessed as detailed below.

Other Requirements	Penalty
1. Proposal narrative (SFP Form PN) is limited to five (5) pages double spaced (additional pages will be removed and not included in the review and scoring).	3 points deducted
Required Signature Page (SFP Form SIG), required DOR District Administrator Letter of Support and optional letters of support are not included in the page limit – please limit optional letters of support to 2.	
2. Proposal narrative font must be Calibri and no smaller than 12 point.	2 points deducted

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#### **B. Format and Document Order**

Respondents must use the specific instructions and complete all requested forms included in the SFP announcement. If you have any questions regarding the proposal package, please email at Workforce.Development@dor.ca.gov

The following chart lists the order of documents that must be included in the proposal package. This may also be used as a checklist to help ensure submission of a complete grant package.

1. Signature Page (SFP Form SIG)			
2.		al Narrative (SFP Form PN limited to 5 pages) FP Form PN includes the following sections:	
	1.	Statement of Need	
	II.	Targeted Group	
	III.	Project Work Plan	
	IV.	Partnerships and Leveraged Resources	
	V.	Outputs and Outcomes	
	VI.	Budget Worksheet	
4. DOR District Administrator Letter of Support, and Local Workforce Board Letter of Support for AJCC Respondents			
5. Optional Letters of Support – Limit 2			

#### Section 6 – Award and Contracting Process

#### A. Proposal Evaluation and Recommendation for Funding

Proposals will be scored and ranked by teams of independent reviewers based on the criteria set forth in this SFP. The scoring value of each section of the SFP is as follows:

Criterion	Maximum Points
PN Section I – Statement of Need	5
PN Section II – Targeted Group	5
PN Section III – Project Work Plan	30
PN Section IV – Partnerships	20
PN Section V – Outputs and Outcomes	30
PN Section VI – Budget Worksheet	10
Minimum and Other Requirements Total Maximum	100

The ranked scores will serve as the primary basis for making recommendations for funding in conjunction with other factors, such as geographic distribution of funds, uniqueness, and innovative aspects of the proposal. Only those proposals deemed to be meritorious and in the best interests of the state will be recommended for funding. Awardees will be encouraged to present the outcomes of their contracts to the Employment Training Panel at a monthly meeting.

#### **B.** Notification of Recommendation for Funding

The state expects award decisions to be announced by April 9, 2020.

#### C. Appeal Process

A proposal may be disqualified for not meeting the proposal requirements under Section 5.A of this SFP. An appeal of the disqualification decision may be filed.

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There is no appeal process for not meeting the proposal submission deadline.

Final funding decisions cannot be appealed.

The proposal requirements, which are listed in Section 5.A of this SFP, are those conditions that must be met in order for the proposal to be forwarded for evaluation and scoring. Proposals that do not meet the minimum requirements will be disqualified.

The Foundation will send disqualification emails/letters to respondents no later than April 15, 2020. Appeals must be received at the Foundation office by April 22, 2020, no later than 3 p.m. PT. The date or time on a postmark or other courier's documentation is irrelevant to satisfying the appeal deadline.

The appellant must submit the facts in writing. The review will be limited to the information provided in writing. To be considered for review, the appeal must contain the following information:

- Appealing organization's full name, address, contact name and title, contact's email address, and telephone number.
- A brief statement of the reasons for appeal, including citations to the SFP and pertinent documents.
- · A statement of the relief sought.
- Original signature of the authorized signatory authority of the organization.

The appellant must provide a copy of the appeal email/letter and the supporting documents to the Foundation. Appeals received after 3:00 p.m. PT on April 22, 2020, will not be considered. The Foundation will respond in writing to appeals by April 29, 2020. The review and response will be limited to determining whether the proposal met the application requirements of the SFP. The Foundation will accept appeals by email, mail, courier, or in person at:

ATTN: STEPS SFP APPEALS
Leti Shafer
Foundation for California Community Colleges
1102 Q Street, Suite 4800
Sacramento, CA 95811
Ishafer@foundationccc.org

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#### D. Contracting

The Foundation will contact the awardees to finalize contract details. In some cases, Foundation may request that the contracts incorporate changes to the original project proposals. After the contract negotiations, if any, the Foundation will mail the contract to the awardees for signature. The state expects contract negotiations to begin upon selection of awardees with a project start date estimated as early as April 27, 2020. Awardees must be able to fully execute a contract agreement with the FOUNDATION (using Foundation's template) no later than **June 15, 2020** to ensure timely implementation of contract activities.

#### Section 7 – Administrative Requirements

- A. Awardees must commit to participating in the Mandatory Awardee Kick-Off to be hosted by the Foundation. Grant/Program Manager (person with oversight of grant implementation and reporting) and Work Experience Lead Coordinator (person responsible for facilitation, timekeeping oversight, and document collection for paid work placements) are expected to attend (See Section 2 for date and location).
- B. Awardees will be required to collaborate with a minimum of three businesses that will commit to providing work experience for SWD, creating a career pathway to self-sufficiency.
- C. Awardees will also be required to provide a list of partners that will participate in the STEPS project. Participating Partners include your local DOR District Administrator, schools that your SWDs attend, and the businesses that are providing the work experience for your SWDs. Awardees are required to complete the Participating Partners Form.
- D. For each SWD served, awardees will need to complete two (2) forms; the DR203 DOR Student Services Request Form, and the DR260 Consent to Release and Obtain Information. Services cannot be rendered until verification of receipt of these forms by DOR. These forms are included with this SFP.
- E. During the contract period, awardees will need to provide, track, and report on the type and amount of training provided to each SWD. Similarly, Awardees will need to track their SWDs work experience placements and number of hours worked. This information will be reported monthly during the grant period. See Section 7C. Reporting of this SFP for more information on this requirement.
- F. At the conclusion of the contract period, Awardees will need to complete the Final Contract Evaluation Form, which will provide a summary of outcomes, grant activities, and SWD demographics, and will provide Awardees with a place to write a narrative summarizing their grant activities. The Final Contract Evaluation Form is due no later than 60 days post conclusion of contract activities.

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# CALIFORNIA DEPARTMENT OF REHABILITATION FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES EMPLOYMENT TRAINING PANEL

#### SUMMER TRAINING & EMPLOYMENT PROGRAM FOR STUDENTS (STEPS) 2020

#### G. Monitoring and Audits

Awardees will be monitored and/or audited by the state, in accordance with existing policies, procedures, and requirements governing the use of WIOA funds. Awardees are expected to be responsive to all reviewers' requests, provide reasonable and timely access to records and staff, facilitate access to subcontractors, and communicate with reviewers in a timely and accurate manner.

Awardees that are units of local government or non-profit entities must ensure that audits required under OMB guidelines are performed and submitted when due. Organizations that are awardees under WIOA Title I and that expend more than the minimum level specified in OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards must have either an organization-wide audit conducted in accordance with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards or a program specific financial and compliance audit.

#### H. Record Keeping

Awardees will be required to maintain project and fiscal records sufficient to allow federal, state, and local reviewers to evaluate the project effectiveness and proper use of funds. The record keeping system must include both original and summary (e.g., computer generated) data sources. Awardees will retain all records pertinent to this contract for a period of three years from the date of final payment of this contract.

#### Reporting

Awardees must have the capability to report expenditures, participant, and outcome data to the state, in a manner that is timely, thorough, and accurate through a provided reporting template. Details regarding grant codes and specific data elements that need to be reported will be provided to all awardees.

Awardees will be required to submit monthly financial and participant reports, data elements including participant information, project activities, and expenditures. Within 60 days of the project term date, a project closeout report is required. Further guidance regarding reporting and closeout requirements can be found in *Monthly and Quarterly Financial Reporting Requirements* (WSD16-13) and WIOA Closeout Requirements (WSD16-05) on the EDD Website.

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## CALIFORNIA DEPARTMENT OF REHABILITATION FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES EMPLOYMENT TRAINING PANEL

#### SUMMER TRAINING & EMPLOYMENT PROGRAM FOR STUDENTS (STEPS) 2020

#### J. Performance Goals

The overall Performance Goals provided are a point of reference for respondents when reviewing their local Goals. The state recognizes that the local goals may differ from those presented here. Local program designs may vary significantly and necessitate flexibility in determining goals. Planned goals must be described by respondents. Respondents must provide an explanation as indicated in the Proposal Package Instructions for Section V — Outputs and Outcomes of the Proposal Narrative. As a general guideline, performance goals should be to serve as many students as indicated, with a potential of co-enrolling these students into other DOR/WIOA programs.

#### K. Compliance

All funds are subject to their related state and federal statutory and regulatory requirements. These requirements are detailed in governing documents that include, but are not limited to, the WIOA and its associated federal regulations, OMB Circulars and Title 29 of the *Code of Federal Regulations*.

#### L. Evaluation

The WIOA Sections 134 and 136 (e) provide for the ongoing evaluation of workforce development activities. Evaluation of statewide activities allows the state to determine the effectiveness of the Governor's Discretionary funds in addressing the identified statewide needs. As a result, the state may pursue a statewide evaluation of the projects awarded through this SFP. In the event that a statewide evaluation is implemented, the awardee will be required to participate in that evaluation by providing requested data and information. Therefore, all award recipients are expected to document lessons learned, and effective/promising practices ascertained through this project.

Additionally, each awardee will be expected to submit a two (2) page summary of all activities that occurred during the contract period, including the number of students served, services provided, statistical data, etc.

#### STEPS Grant Agreement No. 00003413

Foundation for California Community Colleges, in partnership with the Department of Rehabilitation, shall support the 2020 Summer Training and Employment Program for Students (STEPS) project which will provide job preparation training, including job exploration, workplace readiness skills training, and work-based learning experiences, as well as summer work experience to students with disabilities. Foundation for California Community Colleges shall manage STEPS Grant Funds and shall provide comprehensive human resource and payroll services through its Career Catalyst program to the San Joaquin County Workforce Development Board.

For the purposes of this Agreement the Foundation for California Community Colleges, a California non-profit 501(c)(3) corporation, is referred to as "FOUNDATION" and the San Joaquin County Employment and Economic Development Department (EEDD) as the administrative entity for the San Joaquin County Workforce Development Board herein referred to as "CONTRACTOR". The term "SWD" shall refer to the individual participating in the STEPS and Career Catalyst program. By signing this Agreement, the Parties acknowledge their acceptance of all the terms and conditions in this Agreement and any exhibits attached hereto (collectively the "Agreement"). CFDA 84.126A corresponds to funding under this agreement.

#### The term of this Agreement is Effective Date through April 30, 2021

#### The amount of this Agreement is \$ 750,000

The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A	Scope of Work	Page 2
Exhibit B	Budget Detail & Payment Provisions	Page 4
Exhibit C	Terms and Conditions of Career Catalyst	Page 6
Exhibit D	Contract Certification Clauses	Page 11

## THE PARTIES HEREBY EXECUTE THIS AGREEMENT.

CONTRACTOR	FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES		
By:	By: approved via email		
Print Name: John M. Solis	Print Name: Julian Roberts		
Title: Executive Director	Title: Chief Financial Officer		
Date: \( \sqrt{U} \frac{9}{2020}	Date: July 13, 2020		
APPROVED AS TO FORM Office of County Counsel	FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES – second signature, if required		
By: Kud.	By: Perge facts		
Print Name: Kirin K. VIK	Print Name:Joseph Quintana		
	- Consepti Quilitatia		
Title: Deputy Courty Coursel	Title: Chief Operating Officer		

#### EXHIBIT A

#### **SCOPE OF WORK**

1. This Agreement is entered into by and between the Foundation for California Community Colleges, hereinafter referred to as the FOUNDATION, and Joaquin County Workforce Development Board, hereinafter referred to as the CONTRACTOR, for the purpose of providing prevocational training and work experience services to students with disabilities in accordance with the Solicitation for Proposals (SFP) for the 2020 STEPS (Summer Training and Employment Program for Students) Grant. The term of this Agreement is the date the Agreement is signed by both parties through April 30, 2021.

The FOUNDATION will distribute funds to CONTRACTOR for services rendered and serve as the official employer of record for all paid work experience conducted by CONTRACTOR, through its Career Catalyst service. As such, the FOUNDATION will provide comprehensive human resource and payroll services for all SWDs placed in a paid work experience.

2. The project representatives during the term of this agreement will be:

#### **FOUNDATION**

PROGRAM MANAGER (All Programmatic Issues):

Joshua Modlin
Manager, Education to Work Partnerships
Foundation for California Community Colleges
1102 Q Street, Suite 4800
Sacramento, CA 95811
916-325-1852
jmodlin@foundationccc.org

CONTRACTS (Contracts Issues Only, including but not limited to Contract Notices):

Contracts Department
Foundation for California Community Colleges
1102 Q Street, Suite 4800
Sacramento, CA 95811
contracts@foundationccc.org

#### **CONTRACTOR**

San Joaquin County Workforce Development Board Alfredo Mendoza, Analyst III 56 South Lincoln Street Stockton, CA 95203 209-468-3651 amendoza@sjcworknet.org

All notices shall be in writing and shall be emailed, personally delivered, certified mail, postage prepaid and return receipt requested, or by overnight courier service. Notice shall be deemed effective on the date emailed, personally delivered, or if mailed, five (5) days after deposit of the same in the custody of the United States Postal Service or overnight courier service.

#### 3. Eligibility:

- A. School Partners: public schools, private schools, adult schools, community colleges, registered home schools, public 4-year colleges/universities, and private 4-year colleges/universities.
- B. Business Partners: private businesses of any size, non-profits, and public employers. Private businesses are preferred.
- C. Students with Disabilities (SWDs): an individual with a disability in a secondary, post-secondary, or other recognized educational program who:
  - i. Is not younger than 16;
  - ii. Is not older than 21 years;
  - iii. Is eligible for, and receiving, special education or related services under Part B of the Individuals with Disabilities Education Act (20 U.S.C. 1411 et seq.); or,
  - iv. Is an individual with a disability, for purposes of section 504\*.
    - a. The Federal Ed Section 504 Regulation defines a person with a disability as "any person who (i) has a physical or mental impairment which substantially limits one or more major life activities, (ii) has a record of such an impairment, or (iii) is regarded as having such an impairment.
- 4. <u>Workplace Readiness Training</u>: Each participating SWD must receive up to forty (40) hours of job exploration and/or workplace readiness training.
- 5. Work Experience: Each participating SWD must receive up to 230 hours of work experience, paid at no less than \$13.00 per hour. If the local work site city minimum wage is higher than \$13.00 per hour, participating SWDs must earn at least the higher, local minimum wage. If any given SWD is unable to complete all 230 hours of work experience, CONTRACTOR may move those remaining work experience hours to a different SWD. CONTRACTOR is required to verify that all participating SWDs have met all 'right to work' and 'selective service' requirements. FOUNDATION shall provide Employer of Record service for all CONTRACTOR's SWDs completing paid work experience under this Agreement.
- 6. <u>Monthly Progress Reports:</u> CONTRACTOR must complete monthly progress reports, due the 10<sup>th</sup> of each month, beginning June 10, 2020. The progress reports will contain information on the grant activities of the prior month, including information on each SWD, their workplace readiness training, their work experience placements, the types and cost of any additional services provided, staffing costs, travel costs, and any additional WIOA program placements.

All reports must be submitted in the provided reporting template and must follow guidelines provided. Monthly Progress Reports should be submitted to: FOUNDATION: Leti Shafer at <a href="mailto:lshafer@foundationccc.org">lshafer@foundationccc.org</a>

- 7. Allowable Costs: All costs for this grant must be direct service costs.
- 8. <u>Final Grant Evaluation:</u> At the conclusion of grant activities, CONTRACTOR is required to submit a Final Grant Evaluation Form, along with a two (2) page narrative summarizing grant activities.
- 9. Record Keeping Requirements: All 2020 STEPS Grant documents must be kept for a minimum of five (5) years.

#### EXHIBIT B

#### BUDGET DETAIL AND PAYMENT PROVISIONS

#### 1. Cost Reimbursement Agreement

This is a cost reimbursement Agreement. The FOUNDATION shall hold all STEPS Grant Funds on behalf of CONTRACTOR and disburse the funds as appropriate to reimburse CONTRACTOR. The total amount of STEPS Grant Funds available for services performed under this Agreement shall not exceed \$750,000. FOUNDATION shall charge the fee described in Section 2.A of this Exhibit B Agreement. The total fee to be paid to FOUNDATION under this Agreement for its Employer of Record Services for Paid Work Experience shall be \$90,000. CONTRACTOR will be responsible for all costs incurred by SWDs under this Agreement. If SWDs incur costs that exceed the contract value, CONTRACTOR is responsible for those costs. These costs include any cost the FOUNDATION is obligated to pay SWDs under State, Local, or Federal law. Under no circumstances can the FOUNDATION pay for services provided prior to the start date.

#### 2. Invoicing and Payment

- A. For Paid Work Experience (Career Catalyst Service):
  - i. FOUNDATION will bill against CONTRACTOR's STEPS Grant Funds for paid work experience performed under the terms of this agreement. This includes SWD's hourly rate, including any overtime or premium payments owed to the SWD plus employer payroll taxes (Reference budget). The actual percentage for employer tax is determined based upon assigned workers compensation codes;
  - ii. FOUNDATION will retain a \$600 flat fee for every \$5,000 awarded to perform employer-of-record and back office services.
- B. For all other services satisfactorily rendered, and upon receipt and approval of the monthly progress reports/invoices, FOUNDATION agrees to reimburse CONTRACTOR for actual expenditures incurred in accordance with Section 4 of this Exhibit B, "Project Budget."
- C. The total amount of STEPS Grant Funds available for services performed under this Agreement shall not exceed \$750,000. FOUNDATION reserves the right to reduce the amount of Grant Funds available to CONTRACTOR under this Agreement, in the event that FOUNDATION anticipates, in its sole discretion, that CONTRACTOR will be unable to spend down the full amount of Grant Funds.
- D. Itemized invoices shall include the Agreement Number 00003413 and shall be submitted via email on a monthly basis to:

Leti Shafer

Ishafer@foundationccc.org

Workforce Development

1102 Q Street, Suite 4800

Sacramento, CA 95811

#### 3. Budget Contingency Clause

It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional and legislative appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if (1) sufficient funds are made available by the State Budget Act of the appropriate State Fiscal Year(s) covered by this Agreement for the purposes of this program; and (2) sufficient funds are made available to the State by the United States Government or by the State of California for the Fiscal Year(s) covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations or conditions established by the United States Government and/or the State of California, or any statute enacted by the Congress and Legislature, which may affect the provisions, terms or funding of the Agreement in any manner. The parties mutually agree that if the Congress and/or Legislature do not appropriate sufficient funds for the program, this agreement shall be amended to reflect any reduction in funds.

#### 4. Project Budget

Personnel	
Salaries	\$ 100,322
Fringe Benefits	\$ 66,208
Work Experience Wages & Taxes (Require	ed)
Total Wages	\$ 409,500
Total Taxes (20%)	\$ 81,900
Career Catalyst Flat Fee (Required)	
Flat Fee	\$ 90,000
Travel	
Mandatory Awardee Kick Off & Optional	\$ 230
ETP Panel	*
Work Experience Coordination	\$ 1,840
Total	\$ 750,000

#### **EXHIBIT C**

#### TERMS AND CONDITIONS OF CAREER CATALYST PAID WORK EXPERIENCE PROGRAM

FOUNDATION shall provide to CONTRACTOR the services as set forth below. The term "SWD" shall refer to the individual participating in the Career Catalyst program and the term "WORK SITE" shall refer to the agency or business where the SWD will be placed, where SWD will perform his/her job duties. CONTRACTOR agrees to work closely with FOUNDATION staff and its partners in the performance of Services and shall be available to FOUNDATION's staff and partners at all reasonable times. In providing such services to CONTRACTOR, FOUNDATION is not exercising any control over the wages, hours, or working conditions of any SWD. CONTRACTOR agrees and represents that FOUNDATION and CONTRACTOR are not acting as a joint employer with respect to the SWDs whom FOUNDATION employs during the period of this Agreement.

#### 1. Foundation Responsibilities

- 1.1. FOUNDATION shall assume responsibility, as the employer of record for the SWDs.
- 1.2 FOUNDATION shall be responsible for payment of wages, as reported by CONTRACTOR, through the FOUNDATION's payroll, including making the appropriate deductions, withholdings, and premium payments under applicable federal, state, and local laws.
- 1.3 FOUNDATION shall be responsible for providing workers' compensation insurance coverage that covers the SWDs, as well as processing and defending all workers' compensation claims made by SWDs.
- 1.4 FOUNDATION shall be responsible for managing and tracking SWD leaves of absence, as may be required by law.
- 1.5 Upon CONTRACTOR's written request, FOUNDATION will conduct a background check for SWDs requested by CONTRACTOR for an additional fee.

#### 2. Foundation Representative

Human Resources and Payroll Inquiries: Career Catalyst Foundation for California Community Colleges 1102 Q Street, Suite 4800 Sacramento, CA 95811 Phone: 916-498-6749

Phone: 916-498-6749 Fax: 916-325-0844

lshafer@foundationccc.org

#### 3. CONTRACTOR Responsibilities

- 3.1 CONTRACTOR shall have the responsibility for the day-to-day control and supervision of SWDs and must provide SWD with supervision, training, and work assignments in accordance with the WORK SITE request and job description.
- 3.2 CONTRACTOR shall allow for monitoring visits by representatives of the FOUNDATION and shall ensure that any WORK SITES will allow for monitoring visits by representatives of the FOUNDATION should the FOUNDATION elect to perform an inspection.

- 3.3 CONTRACTOR will notify FOUNDATION if any position is subject to any state, federal or local minimum or prevailing wage requirements, or subject to the terms of a collective bargaining agreement.
- 3.4 If SWDs will be working at WORK SITES not under the direction and control of CONTRACTOR, CONTRACTOR shall have a signed "Work Site Agreement" with the WORK SITE. CONTRACTOR shall use a Work Site Agreement Template approved by the FOUNDATION. FOUNDATION in its sole discretion may deny placement of SWDs at any WORK SITE, if FOUNDATION deems the WORK SITE to be unsafe or non-compliant with State, Local, or Federal law.
- 3.5 Without the prior written agreement of FOUNDATION, CONTRACTOR will not entrust SWDS with the care of unattended premises, or unsupervised custody or control of cash, credit cards, valuables, or other similar property.
- 3.6 CONTRACTOR shall ensure SWDs receive meal and rest breaks in compliance with both California Law and the Foundation's Policy and Procedures manual. CONTRACTOR agrees to accurately track and provide to FOUNDATION a time record for all hours worked by each SWD on a bi-weekly basis. The time record shall include all of the SWD's start and end times, as well as meal period and rest breaks. CONTRACTOR will be responsible for ensuring SWD's enter and approve accurate timesheets. Billed rates will be increased to reflect overtime hours worked, waiting time penalties, expedited delivery charges, and meal period premiums according to state or local law.
  - 3.6.1 If CONTRACTOR submits a request to terminate a SWD, CONTRACTOR shall notify FOUNDATION at least 4 days in advance of the requested termination date (includes when SWDs completes his or her work experience); CONTRACTOR shall also notify FOUNDATION immediately in the event a SWDs voluntary quits his or her work experience. If CONTRACTOR fails to notify FOUNDATION in accordance with this term, CONTRACTOR shall be responsible for compensating FOUNDATION for payments made to SWDs for the costs of waiting time penalties, per Labor Code section 203.
- 3.7 CONTRACTOR will ensure that SWDs who are under the age of 18 do not exceed 8 hours per day or 40 hours per week. If SWDs over the age of 18 do exceed 8 hours per day or 40 hours per week, CONTRACTOR will be responsible for payment of overtime to the SWD. CONTRACTOR will ensure that no SWD exceeds 230 hours total, unless CONTRACTOR has received written consent from FOUNDATION. This number cannot exceed 1000 hours per SWD per fiscal (July- June) year, unless classified as a Student Assistant with CONTRACTOR and FOUNDATION approval.
- 3.8 CONTRACTOR will provide FOUNDATION with detailed job descriptions for each SWD.

#### 4. Compliance with Federal, State, and Local Laws

- 4.1 CONTRACTOR must provide all legally required documents prior to SWDs start date including, but not limited to: SWD Form I-9s and work permits for SWDs under the age of 18.
- 4.2 CONTRACTOR shall certify that WORK SITE provides a drug-free workplace, required by the California Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.).
- 4.3 CONTRACTOR and WORK SITE shall comply with all applicable federal, state and local laws and regulations relating to a safe and accessible work environment, including but not limited to, federal and state Occupational Safety and Health Administration ("OSHA") laws and regulations, including the recording of workplace injuries on CONTRACTOR's OSHA 300 logs.

4.4 CONTRACTOR and WORK SITE shall comply with the requirements of the Fair Labor Standards Act, the California Labor Code, the California Industrial Wage Orders, Title VII of the Civil Rights Act of 1964, the Fair Employment and Housing Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and all other federal, state, and local laws and regulations governing the hiring or employment of SWD.

#### 5. Worker's Compensation and Employment Claims

- 5.1 CONTRACTOR shall immediately notify FOUNDATION of any injury and/or Workers' Compensation Claims related to a SWD.
- 5.2 CONTRACTOR shall promptly report to FOUNDATION any claims of harassment, discrimination, and/or claims of any violation of law governing the SWD's employment, including allegations or reports of any irregularities or discrepancies by SWD.
- 5.3 CONTRACTOR shall notify the FOUNDATION if a SWD will be allowed to operate any motor vehicle or heavy equipment at any time as part of his/her work/training activities. CONTRACTOR must secure FOUNDATION's written approval prior to SWD's use of motor vehicles or heavy equipment.

#### 6. Indemnification.

- 6.1 FOUNDATION shall be liable for and shall indemnify and hold CONTRACTOR harmless against any costs, expenses, claims, suits, judgments, loss or damage (including reasonable attorneys' fees) arising from the fault or negligence of FOUNDATION, its officers, employees, agents, subcontractors and representatives, in performance of the Services under this Agreement.
- 6.2 CONTRACTOR shall be liable for and shall indemnify and hold FOUNDATION harmless against any costs, expenses, claims, suits, judgments, loss or damage (including reasonable attorneys' fees) arising from the fault or negligence of CONTRACTOR or WORKSITE, their officers, employees, agents, subcontractors and representatives, arising from their responsibilities under this Agreement.

#### 7. General Terms

- 7.1 <u>Captions and Interpretation.</u> Paragraph headings in this agreement are used solely for convenience and shall be wholly disregarded in the construction of this agreement. Paragraph headings shall not be deemed to define, limit or extend the scope or intent of the paragraphs to which they appertain.
- 7.2 <u>Assignment and Delegation.</u> This agreement may not be assigned or otherwise transferred by either party without the prior written consent of the other party; however, either party will have the right to assign its rights and obligations under this agreement in connection with a merger, acquisition, or sale transfer of substantially all of its assets. Any assignment not in accordance with this paragraph is void.
- 7.3 <u>Anti-lobbying</u>. FOUNDATION shall not use any part of the funds rendered for Services to directly or indirectly pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a political candidate for public office or a Member of Congress, a jurisdiction, or an official of any government, or to favor, adopt, or oppose, by vote or otherwise, any legislation.
- 7.4 <u>Non-Discrimination</u>. FOUNDATION shall not discriminate in the provision of services, benefits, employment, facilities or otherwise because of race, color, ancestry, religion, creed, national origin, sex, age, sexual orientation, physical or mental disability, medical condition, marital status, denial of family care leave or on the

basis of any other protected category as provided by federal, state and/or local laws. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (California Government Code §12990(a)-(f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, §7285 et. seq.)

- 7.5 <u>Debarment and/or Suspension.</u> CONTRACTOR shall comply with Executive Order 12549, Debarment and Suspension. CONTRACTOR represents and warrants that CONTRACTOR is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency or any California state department or agency.
- 7.6 Entire Agreement. This agreement constitutes the entire, complete, final and exclusive agreement between the parties with respect to the subject matter hereof and supersedes and replaces any and all prior and contemporaneous communications between the parties regarding such subject matter. Any terms and conditions which are additional to or different from the terms and conditions of this agreement are hereby deemed rejected by FOUNDATION and shall not be of any effect or in any way binding upon FOUNDATION. To the extent that the terms and conditions of this agreement conflict with, or are in any way inconsistent with, the terms and conditions of any exhibit hereto, the terms and conditions of this agreement will prevail.
- 7.7 <u>Modification of Agreement</u>. This agreement may be modified only by a written agreement dated subsequent to this agreement and signed by authorized representatives of each party. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
- 7.8 <u>Law to Govern; Venue</u>. This agreement is made under and will be governed by and construed in accordance with the laws of the State of California. Any litigation resulting from a dispute or claim arising under or relating to this agreement shall be resolved in a state or federal court in Sacramento, California. The parties specifically submit to the personal jurisdiction and subject matter jurisdiction of the state and federal courts located in Sacramento, California. The prevailing party in any action relating to breach or enforcement of this agreement shall be entitled to their reasonable attorneys' fees and costs
- 7.9 <u>Time is of the Essence</u>. Time is of the essence with respect to all provisions of this agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this agreement.
- 7.10 <u>Construction of Agreement</u>. Both parties have participated in the negotiation and drafting of this agreement. Therefore, the terms and conditions of this agreement shall not be construed against either party as the drafting party.
- 7.11 Confidentiality. CONTRACTOR shall not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any third party, other than in CONTRACTOR's assigned duties and for the benefit of FOUNDATION, any of FOUNDATION's Confidential Information, either during or after CONTRACTOR's relationship with FOUNDATION. Subject to applicable federal, state and local law, including but not limited to the Richard McKee Transparency Act of 2011, Confidential Information is to be broadly defined, and includes but may not be limited to all information that has or could have commercial value or other utility in the business in which FOUNDATION is engaged or contemplates engaging, and all information of which the unauthorized disclosure could be detrimental to the interests of FOUNDATION, whether or not such information is identified as Confidential Information by FOUNDATION. This paragraph shall survive the expiration or early termination of this agreement.
- 7.12 Execution of this Agreement. The Parties agree that this agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument, and that a photocopy or facsimile may serve as an original. If this agreement is executed in counterparts, no signatory hereto shall be bound until both the parties have fully executed a counterpart of this agreement.

- 7.13 <u>Authority to Bind</u>. The parties each represent and warrant that the signatories below are authorized to sign this agreement on behalf of themselves or the party on whose behalf they execute this agreement.
- 7.14 <u>Severability</u>. If any part of this agreement is found invalid or unenforceable, that part will be amended to achieve, as nearly as possible, the same economic effect as the original provision and the remainder of this agreement will remain in full force and effect.
- Non-waiver. The failure of either FOUNDATION or CONTRACTOR, whether purposeful or otherwise, to exercise in any instance any right, power or privilege (including but not limited to waiver) under this agreement or under law of this agreement shall not constitute a waiver of any other right, power or privilege, nor of the same right, power or privilege in any other instance. Any waiver by FOUNDATION must be in writing.
- 7.16 Relationship of the Parties. Both parties are independent parties and this agreement will not establish any relationship of partnership, joint venture, employment, agency or otherwise. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided in this agreement.
- 7.17 <u>Force Majeure</u>. FOUNDATION shall not be liable or deemed to be in default for any delay or failure in performance under this agreement or interruption of Services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, terrorism, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of FOUNDATION.
- 7.18 <u>Termination for Cause</u>. Either party shall have the right to terminate this agreement immediately should the other party be found to be in material breach of this Agreement. Should CONTRACTOR terminate this Agreement they shall no longer have access to the STEPS Grant Funds awarded under this Agreement.
- Termination for Funding or Other Contingencies. It is mutually understood and agreed that if sufficient federal, state, local, or philanthropic funds are not appropriated for this contract, FOUNDATION shall have the right to terminate this contract within thirty (30) days' notice. In the event appropriate funding is not appropriated for this contract, FOUNDATION may propose an amendment to this Agreement for a reduced scope of services, any such amendment shall require mutual agreement of the parties. Further, CONTRACTOR acknowledges and agrees that if the Department of Rehabilitation terminates its grant agreement with the FOUNDATION, FOUNDATION may terminate its Agreement with CONTRACTOR by providing thirty (30) days' notice.

#### EXHIBIT D

#### CONTRACT CERTIFICATION CLAUSES

#### **CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective CONTRACTOR to the clause(s) listed below. This certification is made under the laws of the State of California.

CONTRACTOR/Bidder Firm Name (Printed	d)	Federal ID Number
By (Authorized Signature)		
Printed Name and Title of Person Signing		x -
Date Executed	Executed in the County of	

#### CONTRACTOR CERTIFICATION CLAUSES

- 1. <u>STATEMENT OF COMPLIANCE:</u> CONTRACTOR has, unless exempted, complied with the nondiscrimination program requirements (Gov. Code §12990 (a-f) and CCR, Title 2, Section 81-3) (Not applicable to public entities).
- 2. <u>DRUG-FREE WORKPLACE REQUIREMENTS:</u> CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - b. Establish a Drug-Free Awareness Program to inform employees about:
    - i. The dangers of drug abuse in the workplace;
    - ii. The person's or organization's policy of maintaining a drug-free workplace;
    - iii. Any available counseling, rehabilitation and employee assistance programs; and,
    - iv. Penalties that may be imposed upon employees for drug abuse violations.
  - c. Every employee who works on the proposed Agreement will:
    - i. Receive a copy of the company's drug-free workplace policy statement; and,
    - ii. Agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement of both and CONTRACTOR may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the CONTRACTOR has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.).

- 3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: CONTRACTOR certifies that no more than one (1) final un-appealable finding of contempt of court by a Federal court has been issued against CONTRACTOR within the immediately preceding two-year period because of CONTRACTOR's failure to comply with an order of a Federal court, which orders CONTRACTOR to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.).
- 4. <u>EXPATRIATE CORPORATIONS</u>: CONTRACTOR hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

#### 5. SWEATFREE CODE OF CONDUCT:

- a. All CONTRACTORS contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The CONTRACTOR further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and the Public Contract Code Section 6108.
- b. The CONTRACTOR agrees to cooperate fully in providing reasonable access to the CONTRACTOR's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the CONTRACTOR's compliance with the requirements under paragraph (a).
- 6. <u>DOMESTIC PARTNERS:</u> For contracts over \$100,000 executed or amended after January 1, 2007, the CONTRACTOR certifies that CONTRACTOR is in compliance with Public Contract Code section 10295.3.

#### DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California

1. <u>CONFLICT OF INTEREST:</u> CONTRACTOR needs to be aware of the following provisions regarding current or former state employees. If CONTRACTOR has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification. Current State Employees (Pub. Contract Code §10410)

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer of employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent CONTRACTOR with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411)

- For the two-year period from the date he or she left state employment, no former state officer or employee may
  enter into a contract in which he or she engaged in any of the negotiations, transactions, planning,
  arrangements or any part of the decision-making process relevant to the contract while employed in any
  capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.
  If CONTRACTOR violates any provisions of above paragraphs, such action by CONTRACTOR shall render this Agreement void. (Pub. Contract Code §10420).
  Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment or preparatory time and payment for per diem. (Pub. Contract Code §10430 (e)).
- 2. <u>LABOR CODE/WORKER'S COMPENSATION:</u> CONTRACTOR needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and CONTRACTOR affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700).
- 3. <u>AMERICANS WITH DISABILITIES ACT:</u> CONTRACTOR assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.).
- 4. <u>CONTRACTOR NAME CHANGE:</u> An amendment is required to change the CONTRACTOR's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

#### 5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the CONTRACTOR is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing Business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate CONTRACTOR performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

- 6. <u>RESOLUTION:</u> A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
- 7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the CONTRACTOR shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
- 8. <u>PAYEE DATA RECORD FORM STD. 204:</u> This form must be completed by all CONTRACTORs that are not another state agency or other governmental entity.

From:

Julian Roberts

To:

Dana Uboh; Joseph Quintana

Subject:

RE: Wet Signature Request -- 00003414 (CarCat): San Joaquin County - 2020 STEPS

Date:

Monday, July 13, 2020 8:46:06 AM

#### Lapprove

From: Dana Uboh <Duboh@foundationccc.org>

Sent: Monday, July 13, 2020 8:40 AM

To: Joseph Quintana <jquintana@foundationccc.org>; Julian Roberts <jroberts@foundationccc.org>

Subject: Wet Signature Request -- 00003414 (CarCat): San Joaquin County - 2020 STEPS

Morning - Please see attached Career Catalyst agreement with San Joaquin County for the 2020 STEPS program.

Joseph – Will you please print the cover page, sign in blue ink, and email a scanned copy back to me, today if possible? They will also be mailing the original hard copy to the office some time this week for additional wet signatures. I will email you separately when that comes in.

Julian – Will you please provide your approval via email in response to this?

Thank you!

Dana

Dana Uboh

Contracts Specialist Foundation for California Community Colleges

1102 Q Street, Suite 4800 | Sacramento, CA 95811 T: 916.498.6736 | C: 916.259.9549 | F: 916.325.0844

DUboh@foundationccc.org | www.foundationccc.org

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Support for students, families, and communities impacted by COVID-19

### **COMMITTEE REPORTS**

Executive Committee
Data Collection and Technology
Business Development Committee
Accountability Committee
Planning Committee
WorkNet System Committee
Youth Council
Apprenticeship Committee

### **INFORMATION ITEM #1**

WORKNET CENTER CUSTOMER SERVICE SURVEY

DATE:

May 26, 2021

INFORMATION ITEM: 1

TO:

Workforce Development Board

FROM:

Patricia Virgen, Deputy Director

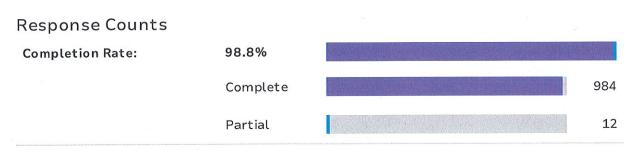
SUBJECT:

WORKNET CENTER CUSTOMER SERVICE SURVEY

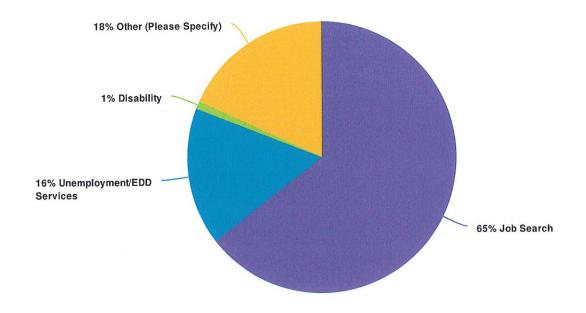
- I. <u>SUMMARY:</u> The following is a summary of the information item.
  - 1. WorkNet Center Customer Service Survey

The WorkNet Center Customer Service Survey is a continuous improvement tool designed to collect information and feedback from customers.

## Report for AJCC Customer Satisfaction Survey

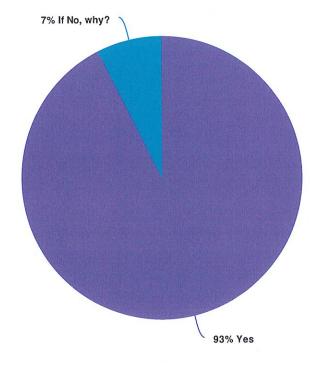


## 1. What is the purpose of your visit to San Joaquin County WorkNet today?



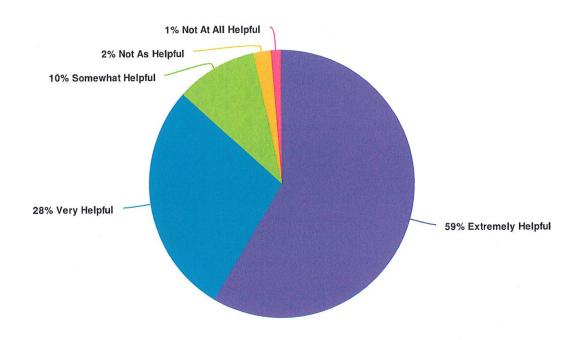
Value		Percent	Responses
Job Search		64.5%	589
Unemployment/EDD Services		16.4%	150
Disability	ESTAL ANY GRAVITATI STATES ESTATE (1994) A SENTING AND THE WEB AND	0.9%	8
Other (Please Specify)	Ess	18.2%	166

### 2. Did you receive the service(s) to meet your needs?



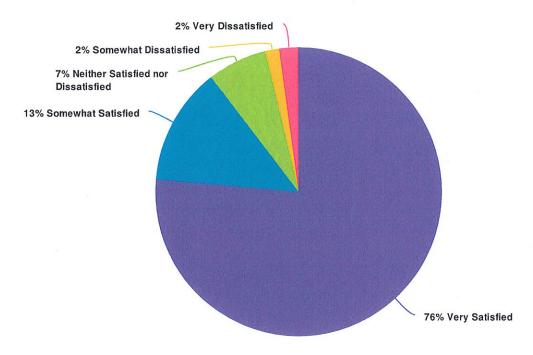
Value		Percent	Responses
Yes		92.6%	808
If No, why?		7.4%	65

### 3. How helpful was the America's Job Center/WorkNet Center staff?



Value	Percent	Responses
Extremely Helpful	58.6%	512
Very Helpful	28.2%	246
Somewhat Helpful	9.9%	86
Not As Helpful	2.1%	18
Not At All Helpful	1.3%	11

### 4. Overall, how satisfied or dissatisfied are you with AJCC/WorkNet?

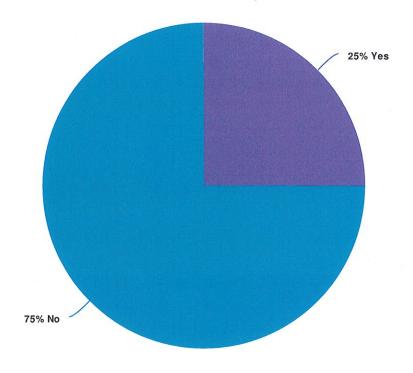


Value	Percent	Responses
Very Satisfied	76.4%	660
Somewhat Satisfied	13.1%	113
Neither Satisfied nor Dissatisfied	6.7%	58
Somewhat Dissatisfied	1.6%	14
Very Dissatisfied	2.2%	19

5. Do you have any other comments, questions, or recommendations on how we can improve our services?



### 6. Would you like to be contacted about your answers?



Value	Percent	Responses
Yes	25.1%	215
No	74.9%	643

# INFORMATION ITEM #2 SUCCESS STORIES

DATE:

May 26, 2021

INFORMATION ITEM: 2

TO:

Workforce Development Board

FROM:

Patricia Virgen, Deputy Director

SUBJECT:

**SUCCESS STORIES** 

I. <u>SUMMARY:</u> The following is a summary of the information item.

#### 1. Success Stories

Success Stories of Individuals who have gone through our program and have successfully transitioned into self-sufficient employment.

Participant Name: Scott Brandner

Participant's City, State: Stock	kton, CA	
Military Service:Veteran	National GuardSpouse	X_None
Program: WIOA Title I: AB109 Additional Assis	Dislocated Worker Adult	
4	Before Participating	After Participating

	Before Participating	After Participating	
Industry/Sector	Quality Control	Truck Driver	
Job Category	Warehouse	Transportation/Logistics	
Hourly Wage or Salary	13.00	20.00	

#### 1. What were the goals of the participant when entering the program?

Upon being released from incarceration on 7/14/20, Mr. Brandner was referred to San Joaquin County WorkNet's AB109 program in the Probation Department. His first goal was to establish housing with partnering agency HAS and find employment to establish some stability in his life. He was determined from the beginning to obtain these goals. Client did secure housing within days and found temporary employment soon after.

# 2. Describe how the workforce center helped the participant achieve his/her goals. What programs did the participant use?

After being referred to the program in July 2020, WorkNet staff provided Mr. Brandner with career counseling and clothing so that he could interview, due to him having limited clothing upon release from prison. He was also provided employment referrals and continuous counseling and encouragement. Client expressed interested in truck driving training to help him establish a career, however he needed to first stabilize his housing situation and it was determined employment was his primary goal so that he could raise his self-confidence and find permanent housing. WorkNet staff referred him to Deploy Staffing for a position they were recruiting for at the Trader Joe's warehouse. He was immediately hired and WorkNet staff helped him with the required work boots needed for the job. Although he was only making minimum wage, he was able to save enough money to begin discussing the possibility of pursuing his training for Truck Driving. Mr.

Brandner was provided information on local truck driving programs and was instructed to contact them to determine which might best meet his expectations and needs. After contacting several schools, he chose Performance Trucking Academy. He completed all the required steps prior to training and began his Commercial Truck Driver training on 2/1/21. Mr. Brandner successfully completed his training on 2/26/21. During his training, he received very good weekly progress reports. He was able to take his Driving test and passed it. He was then provided interview tips, encouragement, and assistance in his job search. After a couple of interviews, Mr. Brandner was hired as a Class A Driver for Highland Wholesale Foods in Stockton, earning \$20 per hour.

#### 3. Quote from Participant:

"I want to thank you guys for helping me change my life, I couldn't have done it without you."

Participant Name: Jaenee Nacion	
Participant's City, State: Sacramento, CA	
Military Service:VeteranNational GuardSpouse _	_√_None
Program: ○ WIOA Title I:✓AdultDislocated Worker	Youth

	Before Participating	After Participating	
Industry/Sector	Restaurant Server	Health Care/Nursing	
Job Category	Server	Registered Nurse	
Hourly Wage or Salary	\$20.00	\$38.00	

- 1. What were the goals of the participant when entering the program?

  Participant was referred by San Joaquin Delta College through the A.D.N program. She was employed as a Restaurant Server, and she was only working part time. She signed up for our program, and asked for assistance in helping her pay for her books, and materials for her training. Her goal was to finish the nursing program and become a registered nurse.
- 2. Describe how the workforce center helped the participant achieve his/her goals. What programs did the participant use? How has this improved the participant and his/her family's live(s)?

The Worknet program, and her case manager Qutina guided, and assisted her in obtaining her needs to be able to complete the nursing program. The Worknet program helped her with books, uniforms, Kaplan and NCLEX process fees. The participant was a single mom and had limited income, and she could not afford to pay for the school supplies, fees, and materials that she needed for the training. So, the assistance, and guidance that she received from the program made it easier for her to complete her nursing training, and she was able to obtain her RN license. She is now employed as a Registered Nurse making \$38.00, and being single mom with limited income, this job has given her the stability, and being able to help her children, and herself with their needs.

3. Please include a quote from the Participant about his/her experience if possible. "Thank you so much Qutina, and Worknet for all the assistance you have provided me."

Participant Name: Emily Spahr
Participant's City, State: Chehalis, Washington
Military Service:VeteranNational GuardSpouse✓None
Program: WIOA Title I:/AdultDislocated WorkerYouth AB109 Additional Assistance Grant

-	Before Participating	After Participating
Industry/Sector	N/A	Nursing
Job Category	N/A	Nurse
Hourly Wage or Salary	N/A	\$36.78

- 1. What were the goals of the participant when entering the program? Participant was a referral from Delta College through the Nursing program. She came in asking for assistance with supportive services to help her achieve her goal in completing the Nursing program to be able to obtain employment as a NICU Registered Nurse. Participant was unemployed when she enrolled into our program.
- 2. Describe how the workforce center helped the participant achieve his/her goals. What programs did the participant use? How has this improved the participant and his/her family's live(s)?

Emily stated that the Worknet program helped her by providing the material needed for the program, making sure she was prepared at the highest level to complete her program with books, uniforms and help with preparing to apply for her RN license. Being a single adult, she stated that working through a program that requires so much time, she would not have been able to complete the program without the assistance from her case manager Qutina and san Joaquin County Worknet.

3. Please include a quote from the Participant about his/her experience if possible. "I did not imagine my journey to become a nurse was going to be like this, but being a nurse requires teamwork and that started from day one of the nursing program with my professors, fellow students, Qutina and Worknet."

Participant Name: Nicolas Sidhu			
Participant's City, State: Tracy	CA		
Military Service: Veteran	National Guard	Spouse	XNone
Program: WIOA Title I:	Adult X Disl	located Worker	Youth
Additional Assistance	e Grant		**

	Before Participating	After Participatin	
Industry/Sector	Transportation	Transportation	
Job Category	Class C delivery driver	Class A Driver	
Hourly Wage or Salary	\$16.00	\$30.00	

#### What were the goals of the participant when entering the program?

Nicola's goal when entering the program was to get back to the work force, but in a new field. He was recently laid off and was looking of moving to Sacramento if he couldn't find anything in the local area. He came into the center and asked, in addition to work opportunities, if there were any training options. He was interested in Class A training. He was interested in this field because of the big shortage brought on by the pandemic. He knew this field would offer him stability.

Describe how the workforce center helped the participant achieve his/her goals. What programs did the participant use? How has this improved the participant and his/her family's live(s)?

The office helped Nicolas achieve his goal by giving him the possibility of attending a training program that he would not have been able to pay for. He had already been researching the labor market information, which solidified his desire to be a Class A driver. Nicolas used the ETPL listing on Caljobs to help him decide which schools would best suited for him. He visited these schools and used their information to decide which ones provided him the best opportunity to reach his goal. Nicolas was able to obtain his permit, endorsements, and his Class A license during his time in the program. After completing his training, the school was able to provide him with immediate employment in the same area in which he lives, and he no longer has to move to Sacramento. He has a solid career and is making a good salary that has brought him stability.

Please include a quote from the Participant about his/her experience. Nicolas sent an email and had this to say:

To whom it may concern,

My name is Nicolas Sidhu and I am writing to express my gratitude and appreciation for Brian and the Worknet team in Tracy. From the moment I walked in the door, every

employee was hospitable and helpful as I began the task of filling out the paperwork to apply for my grant. Brian, Employment Training Specialist, ended up being my case worker and helped from the first to final step. We even spent some time discussing the pro's and con's of different trades in relation to my personal situation, which set my mind at ease that I was making the right choice in going for my Class A Commercial License.

After I selected my driving school, Brian called me regularly to check on my progress and was always reachable when I had any questions. I passed my DMV driver's test first try thanks to the incredible staff at Performance Trucking Academy (Thank you Jay, Sally, and Anner!). From the moment I stepped into Worknet to the day I started my new Job as a Class A driver, I felt a sense of peace in knowing that I was in good hands, And I have all parties involved to thank for that!

I've already recommended this program to friends and family who are in similar situations as I was, as it's a great opportunity to better ourselves in this lockdown and head back into the workforce with a new skill. As I've told everybody I've recommended this program to, all you have to worry about is walking in and asking about the program and you will be guided from there. I am forever grateful and will never forget the help that these good people have given me as I begin my path as a Class A Driver.

Sincerely,

Nicolas Sidhu

# **INFORMATION ITEM #3**

SAN JOAQUIN COUNTY LABOR MARKET INFORMATION SNAPSHOT

DATE:

May 26, 2021

INFORMATION ITEM: 3

TO:

Workforce Development Board

FROM:

Patricia Virgen, Deputy Director

SUBJECT:

SAN JOAQUIN COUNTY LABOR MARKET INFORMATION SNAPSHOT

I. <u>SUMMARY:</u> The following is a summary of the information item.

Attached, you will find the San Joaquin County (SJC) labor market review. The Snapshot has been developed by Employment and Economic Development Department (EEDD) staff for the San Joaquin County Workforce Development Board to combine four separate reports provided by the California Employment Development Department (EDD).

The first chart details the Unemployment Rate of San Joaquin County, California, and the United States for a one year look-back period starting one month prior. The second chart details the Unemployment Rate of San Joaquin County down to the sub-county areas — cities and other Census Designated Places (CDPs). The third chart details San Joaquin County as part of the San Joaquin Valley and Associated Counties Regional Planning Unit (RPU). The RPU is comprised of all counties in the San Joaquin Valley and is one of 14 RPUs designated by the State. Page two of the SJC Snapshot details the Labor Force and Industrial Employment in San Joaquin County and provides data for three months prior, and also uses the benchmark from March 2020 as established by EDD.



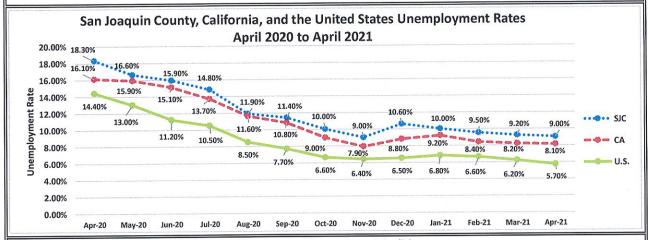
CDP - Census Designated Place

# San Joaquin County LMI Snapshot



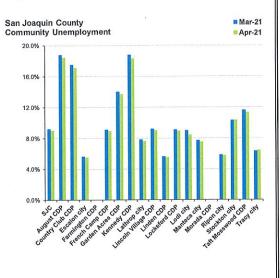
A San Joaquin County Labor Market Review - April 2021

Welcome to the San Joaquin County Labor Market Review. The snapshot provides a quick review of labor market information in San Joaquin County for the previous month, the most up-to-date information provided by the California Employment Development Department (EDD). The data and information is provided by the California EDD Labor Market Information Division (LMID). For more information please call (916) 262-2162 or visit the LMID website at <a href="https://www.labormarketinfo.edd.ca.gov/">https://www.labormarketinfo.edd.ca.gov/</a>.

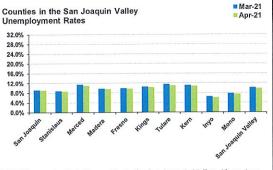


Sub County average unemployment rates for the county, cities, and municipalities.

			Unemployment		
Area Name	Labor Force	Employment	Number	Rate 9.0%	
San Joaquin County	328,100	298,700	29,500		
August CDP	3,300	2,700	600	18.4%	
Country Club CDP	4,700	3,900	800	17.1%	
Escalon city	3,600	3,400	200	5.5%	
Farmington CDP	100	100	0	0.0%	
French Camp CDP	1,100	1,000	100	8.9%	
Garden Acres CDP	4,400	3,800	600	13.7%	
Kennedy CDP	1,400	1,100	300	18.3%	
Lathrop city	10,200	9,400	800	7.6%	
Lincoln Village CDP	2,200	2,000	200	9.0%	
Linden CDP	800	800	0	5.5%	
Lockeford CDP	1,500	1,400	100	8.9%	
Lodi city	29,800	27,300	2,500	8.4%	
Manteca city	37,900	35,100	2,800	7.5%	
Morada CDP	1,400	1,400	0	0.0%	
Ripon city	7,500	7,100	400	5.7%	
Stockton city	130,600	117,200	13,400	10.3%	
Taft Mosswood CDP	400	400	0	11.3%	
Tracy city	44,500	41,600	2,900	6.4%	



Counties in the San Joaquin Valley Quick Look							
County	Rank	Labor Force	Employed	Unemployed	Rate		
San Joaquin	46	328,100	298,700	29,500	9.0%		
Stanislaus	44	237,800	217,300	20,400	8.6%		
Merced	54	114,100	101,600	12,500	10.9%		
Madera	48	60,200	54,500	5,700	9.5%		
Fresno	49	436,700	394,700	42,100	9.6%		
Kings	52	54,700	49,100	5,600	10.2%		
Tulare	55	196,900	175,100	21,700	11.0%		
Kern	53	372,700	332,600	40,100	10.7%		
Inyo	11	8,120	7,640	480	6.0%		
Mono	30	7,430	6,870	550	7.4%		
San Joaquin Valley		1,816,750	1,638,110	178,630	9.8%		



San Joaquin County is part of the San Joaquin Valley and Associated Counties Regional Planning Unit (RPU) comprised of all counties in the San Joaquin Valley. Above is a comparison of all counties in the RPU. This WIOA Title I-financially assisted program or activity is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities.



# **SJC LMI Snapshot**

Apr 2021

March 2020 Benchmark



Labor Force and Industrial Employment	Apr 20 Feb 21		Mar 21	Apr 21	Percent Change	
Data not seasonally adjusted			Revised	Prelim	Month	Year
Civilian Labor Force (1)	329,500	334,200	333,400	328,100	-1.6%	-0.49
Civilian Employment	270,700	302,300	303,000	298,700	-1.4%	10.39
Civilian Unemployment	58,800	31,900	30,400	29,500	-3.0%	-49.89
Civilian Unemployment Rate	17.9%	9.5%	9.1%	9.0%		
CA Unemployment Rate)	16.0%	8.4%	8.2%	8.1%		
U.S. Unemployment Rate)	14.4%	6.6%	6.2%	5.7%		
		SEC. MILITARY SECTION	Laboration of the Control of the Con	Name and Address of the Parket	0.0%	9.69
Fotal, All Industries (2)	236,600	254,600	259,200	259,300		8.19
Total Farm	12,300	12,000	13,000	13,300	2.3%	9.79
Total Nonfarm	224,300	242,600	246,200	246,000	-0.1%	
Total Private	180,000	201,400	203,700	204,600	0.4%	13.79
Goods Producing	31,000	33,400	34,000	34,300	0.9%	10.69
Mining, Logging, and Construction	11,500	12,600	13,000	13,500	3.8%	17.49
Mining and Logging	100	100	100	100	0.0%	0.09
Construction	11,400	12,500	12,900	13,400	3.9%	17.5
Specialty Trade Contractors	7,900	8,900	9,000	9,400	4.4%	19.09
Manufacturing	19,500	20,800	21,000	20,800	-1.0%	6.75
Durable Goods	8,900	9,400	9,500	9,500	0.0%	6.7
Nondurable Goods	10,600	11,400	11,500	11,300	-1.7%	6.6
Food Manufacturing	5,300	6,100	6,200	6,300	1.6%	18.9
Service Providing	193,300	209,200	212,200	211,700	-0.2%	9.5
Private Service Providing	149,000	168,000	169,700	170,300	0.4%	14.3
Trade, Transportation & Utilities	66,000	75,900	75,600	75,500	-0.1%	14.4
Wholesale Trade	10,200	10,200	10,300	10,300	0.0%	1.0
Retail Trade	21,100	25,300	25,200	25,600	1.6%	21.3
Clothing & Clothing Accessories Stores	600	1,800	1,800	1,800	0.0%	200.0
General Merchandise Stores	5,200	6,200	6,000	5,900	-1.7%	13.5
Department Stores	200	900	900	900	0.0%	350.0
	34,700	40,400	40,100	39,600	-1.2%	14.1
Transportation, Warehousing & Utilities	33,300	39,000	38,600	38,100	-1.3%	14.4
Transportation & Warehousing	6,900	6,900	7,000	7,000	0.0%	1.4
Truck Transportation	20,900	25,500	25,500	25,300	-0.8%	21.1
Warehousing & Storage	1,300	1,100	1,100	1,100	0.0%	-15.4
Information			7,900	7,900	0.0%	2.6
Financial Activities	7,700	7,900 4,700	4,600	4,700	2.2%	2.2
Finance & Insurance	4,600			1,900	0.0%	-5.0
Credit Intermediation & Related Activities	2,000	1,900	1,900			-5.0 15.3
Professional & Business Services	18,900	21,900	22,100	21,800	-1.4%	
Administrative & Support & Waste Services	12,100	14,800	14,900	14,800	-0.7%	22.3
Educational & Health Services	35,500	37,700	38,900	39,000	0.3%	9.9
Educational Services	4,200	3,800	3,900	3,900	0.0%	-7.1
Health Care & Social Assistance	31,300	33,900	35,000	35,100	0.3%	12.1
Leisure & Hospitality	13,900	17,100	17,600	18,400		32.4
Arts, Entertainment & Recreation	700	1,200	1,300	1,500	15.4%	114.3
Accommodation & Food Services	13,200	15,900	16,300	16,900		28.0
Food Services & Drinking Places	12,200	14,800	15,200	15,800		29.5
Restaurants	11,900	14,400	14,800	15,300		28.6
Other Services	5,700	6,400	6,500	6,600	1.5%	15.8
Government	44,300	41,200	42,500	41,400	-2.6%	-6.5
Federal Government	3,100	3,100	3,100	3,100	0.0%	0.0
Federal Government excluding Department of Defense	1,700	1,700	1,700	1,700		0.0
Department of Defense	1,400	1,400	1,400	1,400		0.0
State & Local Government	41,200		39,400	38,300		-7.
State & Local Government State Government	6,800	6,500	6,500	6,400		-5.
	34,400	31,600	32,900	31,900		-7.
Local Government Local Government Education	21,800		19,200	19,200		
1	12,600		13,700	12,700		0.
Local Government Excluding Education			8,700	7,800		
County	7,800					
City	3,300 1,500		3,400 1,600	3,500 1,400		

<sup>(1)</sup> Civilian labor force data are by place of residence; include self-employed individuals, unpaid family workers, household domestic workers, & workers on strike. Data may not add due to rounding. The unemployment rate is calculated using unrounded data.

<sup>(2)</sup> Industry employment is by place of work; excludes self-employed individuals, unpaid family workers, household domestic workers, & workers on strike. Data may not add due to rounding.

## **DIRECTOR'S REPORT**

**BOARD MEMBER QUESTIONS AND COMMENTS**