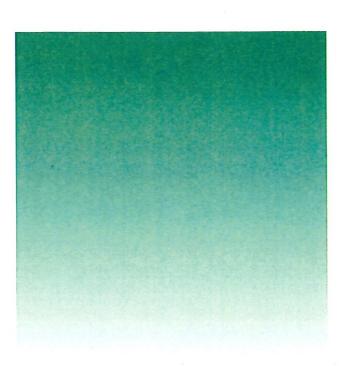
AGENDA WORKFORCE DEVELOPMENT BOARD WEDNESDAY, AUGUST 24, 2022





"Your Workforce Resource"

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AGENDA WORKFORCE DEVELOPMENT BOARD WEDNESDAY, AUGUST 24, 2022

Dear Workforce Development Board Members:

Attached is your agenda for the Wednesday, August 24, 2022 meeting of the Workforce Development Board (WDB).

The meeting will be held:

DATE:

Wednesday, August 24, 2022

TIME:

7:30 a.m.

PLACE:

WorkNet Building

6221 West Lane, Suite #105

Stockton, CA

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

Sincerely,

PATRICIA VIRGEN

EXECUTIVE DIRECTOR

Patricia Virgen



From HWY 99

From **Highway 99**, take the **Hammer Lane West** exit. Head **westbound on Hammer Lane** and prepare to turn **LEFT** on West Ln from Hammer Lane (Next main intersection after Montebaun), to head **south on West Lane**. Using the right lane, you will pass one set of traffic lights on Hammertown, and then proceed to turn into our parking lot just before Swain. **Look for the WorkNet sign as a cue to turn into our parking lot**.

From Interstate 5

From **Interstate 5**, take the **Hammer Lane West** exit. Head **eastbound on Hammer Lane** and prepare to turn **RIGHT** on West Ln from Hammer Lane (Next main intersection after Tam O'Shanter), to head **south on West Lane**. Using the right lane, you will pass one set of traffic lights on Hammertown, and then proceed to turn into our parking lot just before Swain. **Look for the WorkNet sign as a cue to turn into our parking lot**.



AGENDA WORKFORCE DEVELOPMENT BOARD

August 24, 2022 - 7:30 a.m. Stockton WorkNet Center 6221 West Lane, Suite 105 Stockton, CA 95210

ROLL CALL

APPROVAL OF MINUTES

STATEMENTS OF CONFLICT OF INTEREST

PUBLIC COMMENT

ACTION ITEMS

- A-1 Authorization to Transfer Funds from Workforce Innovation and Opportunity Act (WIOA) Formula Dislocated Worker Program to WIOA Formula Adult Program.
- A-2 Approval of Workforce Innovation and Opportunity Act Formula Fund Budget for Program Year 2022-23
- A-3 Approval to Modify Individual Training Account System
- A-4 Approval of Amended Agreement to operate a Student Training & Employment Program (STEP) for Students with Disabilities in San Joaquin County

COMMITTEE REPORTS

INFORMATION ITEMS

- I-1 WorkNet Center Customer Service Survey
- I-2 Success Stories
- 1-3 San Joaquin County Labor Market Information Snapshot (Will be provided at the meeting)

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 is scheduled for Wednesday, October 26, 2022.

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

May 25, 2022 WorkNet 6221 West Lane, Suite 105, Stockton, CA 95210

WORKFORCE DEVELOPMENT BOARD MEMBERS PRESENT

Diane Vigil, Chair

Gene Acevedo
LaChelle Adams
Troy Brown
Mayra Cuevas
Jeff Dundas
Les Fong
Mahalia Gotico
Raul Hernandez

Dr. Lisa Aguilera Lawrenson Michael Mark Henry Peralta Robin Sanborn Julian Sepulveda Greg Vincelet Linda Wilcox Chris Woods

MEMBERS ABSENT

Lisa Craig David Culberson Terry Givens Robert Gutierrez Jose Hernandez Steve Jackson Tim Robertson Sylvia Sanchez Tamra Spade

GUESTS/STAFF PRESENT

Hershel Baser, Department of Industrial Relations
Shayn Anderson, Department of Rehabilitation
Catalina Di Somma, San Joaquin County Office of Education
Dawn McLeish, Human Services Agency
Juan Prieto, California Human Development
Karine Cha, California Human Development
Patricia Virgen, Employment & Economic Development Dept.
Tonnie Mallory, Employment & Economic Development Dept.
Tina LaBounty, Employment & Economic Development Dept.
Alfredo Mendoza, Employment & Economic Development Dept.
Andrea Moccia, Employment & Economic Development Dept.
John Lutzow, Employment & Economic Development Dept.
Marina Juarez, Employment & Economic Development Dept.
Gloria Gamez, Employment & Economic Development Dept.
Alek Francovich, Employment & Economic Development Dept.

Guests who did not identify themselves may not be listed.

ROLL CALL

Chair Vigil called the meeting to order at 7:35 a.m. Roll call was taken, and a quorum of the Board was present.

APPROVAL OF MINUTES

Dr. Aguilera Lawrenson noted that her name was misspelled in the minutes.

MOTION

Mr. Sepulveda moved and Mr. Hernandez seconded to approve the February 23, 2022 Workforce Development Board meeting minutes with the correction noted by Dr. Aguilera Lawrenson.

M/S/C unanimously.

STATEMENTS OF CONFLICT OF INTEREST

None.

PUBLIC COMMENT

None.

ACTION ITEMS

A-1 Approval of the Update to the Workforce Innovation and Opportunity Act
Memorandum of Understanding and Authorize the Chair of the Workforce
Development Board to Sign

Ms. Virgen summarized the information contained in the agenda item.

MOTION

Mr. Acevedo moved and Mr. Fong seconded to approve the Update to the Workforce Innovation and Opportunity Act Memorandum of Understanding and Authorize the Chair of the Workforce Development Board to Sign.

M/S/C unanimously.

A-2 <u>Authorization to Accept Grant Funding in the Amount of \$3,449,611 to Operate a Student Training & Employment Program (STEP) for Students with Disabilities in San Joaquin County</u>

Mr. Mendoza summarized the information contained in the agenda item and answered questions.

MOTION

Mr. Sepulveda moved and Ms. Cuevas seconded to authorize to Accept Grant

Funding in the Amount of \$3,449,611 to Operate a Student Training & Employment Program (STEP) for Students with Disabilities in San Joaquin County.

M/S/C - Mahalia Gotico abstained

A-3 <u>Election of Workforce Development Board Officers under the Workforce Innovation and Opportunity Act</u>

Mr. Mendoza explained the election process and opened the nominations for Chair and Vice-Chair.

MOTION

Mr. Sepulveda nominated Ms. Vigil and Mr. Mark seconded the nomination. A vote was taken and Ms. Vigil was elected as Chair.

Ms. Vigil nominated Ms. Sanborn and Mr. Sepulveda seconded the nomination. A vote was taken and Ms. Sanborn was elected as Vice-Chair.

M/S/C – unanimously

COMMITTEE REPORTS

None.

INFORMATION ITEMS

- I-1 WorkNet Center Customer Service Survey
- I-2 Success Stories

Chair Vigil highlighted the success story of Mr. Gabriel Cortez. Mr. Mark also spoke of the same individual and shared his success story and how he successfully completed the apprenticeship program.

Ms. Adams shared a success story from the Employment Development Department staff and how this employee started as a client and is now working for them and recently purchased a home.

I-3 San Joaquin County Labor Market Information Snapshot

DIRECTOR'S REPORT

Ms. Virgen welcomed the newly appointed Board Member, Ms. Linda Wilcox.

Ms. Virgen explained we are experiencing audio problems in our conference rooms and we are working on repairing them so we can meet in the larger room in the future.

Ms. Virgen noted that the County mandate requires that all Boards and Commissions meet in person. In accordance with the Ralph M. Brown Act (California Government Code 54960, et seq. as amended) and the WDB Bylaws, WDB members may participate in a scheduled board meeting via teleconference call provided the call is scheduled in conformance with Brown Act requirements. The name of the WDB member, the address and location of the teleconference call shall be published with the release of the WDB meeting agenda to allow any member of the public to attend the meeting at the published location.

Ms. Virgen spoke on the STEP program, informing the membership that may want to provide work experience to program participants for the Summer to reach out to staff to hire a youth.

Ms. Virgen requested staff to provide tours to any Board member who wished to tour our new building.

BOARD MEMBERS QUESTIONS AND COMMENTS

None

<u>ADJOURNMENT</u>

MOTION

Mr. Hernandez moved and Ms. Sanborn seconded to adjourn the meeting at 8:16 a.m.

M/S/C unanimously.

STATEMENTS OF CONFLICT OF INTEREST

PUBLIC COMMENT

<u>ITEM #1</u>

AUTHORIZATION TO TRANSFER FUNDS FROM WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) FORMULA DISLOCATED WORKER PROGRAM TO WIOA FORMULA ADULT PROGRAM

DATE:

August 24, 2022

ACTION ITEM: 1

TO:

Workforce Development Board

FROM:

Patricia Virgen, Executive Director

SUBJECT:

AUTHORIZATION TO TRANSFER FUNDS FROM WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) FORMULA DISLOCATED WORKER PROGRAM TO WIOA FORMULA ADULT

PROGRAM

IT IS RECOMMENDED:

That the Workforce Development Board:

- 1. Authorize the Executive Director of the Employment and Economic Development Department to transfer, subject to State approval, up to \$1,987,000 (80%) of the Program Year (PY) 2021-22 and \$1,550,486 (60%) of PY 2022-23 WIOA Formula Dislocated Worker funds to the WIOA Formula Adult funds; and
- 2. Authorize the Executive Director to sign all documents related to this action.

REASONS FOR RECOMMENDATION:

Section 133(b)(4) of the WIOA allows for the transfer of up to 100% of the funds between the Formula Adult and Formula Dislocated Worker Programs. The WIOA Formula Adult Program is funded to serve customers that are low income. The WIOA Formula Dislocated Worker Program is funded to serve customers who have been recently laid-off. The purpose of the transfer provisions in WIOA is to provide the local workforce development areas the flexibility necessary to meet customer demand in the America's Job Centers of California (AJCC) WorkNet Centers. For example, if more customers utilizing the WorkNet Centers are WIOA Adults, funds may be transferred from the WIOA Dislocated Worker program to meet the greatest need. Formula funds may not be transferred to or from the WIOA Youth Program.

Under the above-identified transfer provisions, the San Joaquin County Workforce Development Board (WDB) has authorized the transfer of Formula funds between the Adult and Dislocated Worker programs five times since the inception of the WIOA in 2014. The most recent approved transfer of \$547,415 (23% of the allocated funds) was completed on February 23, 2022 from the Dislocated Worker program to the Adult program.

WIOA Formula-Funded Service Levels

More Adults than Dislocated Workers are seeking and receiving Formula-funded services within the AJCC WorkNet Centers. The chart below illustrates the number of individuals who received WIOA Formula-funded services in PY 2021-22:

Service Type	Adult	Dislocated Worker	Total Adult and Dislocated Worker
Individualized Career (enrolled)	661	173	834
Training	431	94	525
TOTALS	1,092	267	1,359

WIOA authorizes career services for Adults and Dislocated Workers. There are three types of career services: basic career services, individualized career services, and training services.

Basic Career Services are universally accessible services and must be made available to all individuals seeking employment and training services at the AJCC. These services typically involve less staff time and involvement. Basic Career Services include services such as: eligibility determination, initial skill assessments, labor exchange services, information on programs, and service and program referrals. For the PY 2021-22, 11,711 individuals were provided basic career services.

Individualized Career Services must be provided to participants once the AJCC staff determines that such services are required to retain or obtain employment. Generally, these services involve significant staff time and customization to each individual's needs. Individualized career services include services such as: specialized assessments, developing an individual employment plan, counseling, work experience, etc.

Training Services include education and employment training for participants who have been unable to find employment. Typically training services are offered either through a referral to an eligible training provider (eligibility is determined by the State) for classroom training or by a local employer through the On-the-Job Training Program.

Approximately 79% (661/834) of the customers receiving Individualized Career Services in the AJCC WorkNet Centers and 82% (431/525) of those enrolled into Training Services are classified as Adults.

The 2021-22 WIOA Formula Adult and Dislocated Worker allocations were allocated 54% and 46% of the total \$5,404,598 allocation, respectively and the 2022-23 were allocated at 55% and 45% of the total \$5,724,023, respectively. WIOA Formula Adult and Dislocated Worker expenditures are driven by participant enrollments, resulting in the need to transfer funds.

Transfer of Funds - Formula Dislocated Worker to Formula Adult

The chart below illustrates the current Formula funding levels for WIOA Adults and Dislocated Workers, the impact of the proposed transfers and the total funding available to both the Adult and Dislocated Worker populations after the proposed transfer:

Funding	Adult Program	Dislocated Worker	Total Adult and
Source		Program	Dislocated Worker
WIOA Formula	\$2,920,848	\$2,483,750	\$5,404,598
Funds PY 21-22	(54%)	(46%)	
WIOA Formula	3,139,880	2,584,143	5,724,023
Funds PY 22-23	(55%)	(45%)	
Proposed Transfer (80% of DW PY 21-22)	1,987,000	(1,987,000)	-0-
Proposed Transfer (60% of DW PY 22-23)	1,550,486	(1,550,486)	-0-
TOTAL Formula Funding After Proposed Transfer	\$9,598,214 (86%)	\$1,530,407 (14%)	\$11,128,621

The WDB's approval of the recommendation to transfer up to 80% of the PY 2021-22 and up to 60% of the PY 2022-23 of the WIOA Formula Dislocated Worker funds to the WIOA Formula Adult program is necessary to ensure that adequate resources are available to serve adults enrolled in the program. The proposed transfer will more closely align the funding available to the percentage of individuals classified as Adult -80% (1,092/1,359). If additional funding is needed to serve the Dislocated Worker population, the State will have funding available and San Joaquin County can submit an application for additional assistance funding out of the Governor's discretionary grant.

FISCAL IMPACT:

Up to 80% (\$1,987,000) will be transferred from PY 2021-22 WIOA Formula Dislocated Worker to WIOA Formula Adult and up to 60% (\$1,550,486) will be transferred from PY 2022-23 WIOA Formula Dislocated Worker to WIOA Formula Adult.

ACTION TO BE TAKEN FOLLOWING APPROVAL:

Submit transfer requests to State.	(August 24, 2022)
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ACTION TAKEN: APPROVED:	DISAPPROVED:	OTHER:
MOTIONED BY:	SECONDED BY:	
NO:		

<u>ITEM #2</u>

APPROVAL OF WORKFORCE INNOVATION AND OPPORTUNITY ACT FORMULA FUND BUDGET FOR PROGRAM YEAR 2022-23

DATE:

August 24, 2022

ACTION ITEM: 2

TO:

Workforce Development Board

FROM:

Patricia Virgen, Executive Director

SUBJECT:

APPROVAL OF WORKFORCE INNOVATION AND OPPORTUNITY ACT

FORMULA FUND BUDGET FOR PROGRAM YEAR 2022-23

IT IS RECOMMENDED:

That the San Joaquin County Workforce Development Board (WDB):

1. Approve the attached Workforce Innovation and Opportunity Act (WIOA) Formula Fund Budget for Program Year (PY) 2022-23; and

2. Authorize the Chair of the WDB to sign all documents related to this action.

Background:

Under Section 107 (12)(A) of the WIOA, each local Workforce Board is required to approve an annual budget for the use of formula Adult, Dislocated Worker and Youth funds. Formula WIOA funds provided to local Workforce Boards are based on allocations determined by the U.S. Department of Labor (DOL) and the State of California. Allocations to the States and U.S. Territories were established through Training and Employment Guidance Letter (TEGL) 09-21, dated May 6, 2022. From the federal allocation California, the State Employment Development Department (EDD) allocated formula funding to local Workforce Boards in accordance with the Workforce Services Information Notice (WSIN) 21-43, dated May 25, 2022.

Approval of this recommendation by the WDB and the San Joaquin County Board of Supervisors will allow the Employment and Economic Development Department (EEDD) to utilize the PY 2022-23 formula WIOA fund allocations to serve Adults, Dislocated Workers, and Youth. For PY 2022-23, San Joaquin County has been allocated a total of \$9,000,613 as follows:

Adults	\$3,139,880
Dislocated Workers	\$2,584,143
Youth	\$3,276,590
Total	\$9,000,613

WIOA Formula Budget for PY 2022-23:

Attached is the proposed budget for PY 2022-23. The budget includes this year's WIOA formula allocations and carry-over funds from PY 2021-22 that facilitate, in part, the provision of services to those participants that carry-over from one program year to the next. A comparison of the PY 2021-22 and PY 2022-23 formula allocations is as follows:

	ADULT	DISLOCATEI WORKER	YOUTH	TOTAL
FORMULA ALLOCATIONS				
2021-22 FORMULA FUNDING	\$2,920,848	\$2,483,750	\$3,038,918	\$8,443,516
2022-23 FORMULA FUNDING	\$3,139,880	\$2,584,143	\$3,276,590	\$9,000,613
DIFFERENCE	\$219,032	\$100,393	\$237,672	\$557,097
PERCENT CHANGE	7.5%	4.0%	7.8%	6.6%

The total PY 2022-23 allocation reflects a 6.6% (\$557,097) increase in funding over the PY 2020-22 level.

Services Provided with WIOA Formula Funds

System-Wide Services - In San Joaquin County, 13,854 individuals were served in 2021-22 through the San Joaquin County WorkNet One-Stop Center Service Delivery system, part of the State's America's Job Center of California (AJCC) Network. The system-wide services include: conducting job fairs, Rapid Response and Layoff Aversion Activities (part of the Business Engagement Strategy), Resource Center Activities and providing resources which include: access to copy machines, fax, publications, phone banks, and a variety of other valuable services and activities available and provided by the required and strategic partners.

Basic Career Service - The San Joaquin County WorkNet AJCC network served 11,711 individuals in 2021-22, providing Basic Career Services. Basic Career Services are the core services made available to individuals that wish to access the services regardless of program eligibility or official enrollment into one or more of the formula grants. Basic Career Services include but are not limited to the following:

- WIOA Title I Program Eligibility
- Outreach, Intake, Orientation
- Initial Assessment
- Labor Exchange, Job Search Assistance
- Referrals to One-Stop Partners
- Labor Market Information

- Support Service Information
- Unemployment Insurance Information and Assistance
- Financial Aid Information
- Performance and Cost Information for Training Providers on State's Eligible Training Provider List

Individualized Career Services - Participation in Individualized Career Services is contingent upon eligibility determination of the customer and official enrollment into one or more of the WIOA formula funded grants. In PY 2021-22, 834 participants were enrolled into Individualized Career Services. Individualized Career Services include:

- Comprehensive Assessment
- Individual Employment Plan

- Career Plan, Counseling
- Short Term Pre-Vocational Services
- Internships, Work Experience
- Out of Area Job Search

- Financial Literacy
- English Language Acquisition
- Workforce Preparation
- Follow-Up Services

Training Services - Participation in Training Services is contingent upon eligibility determination of the customer and official enrollment into a formula funded grant. In PY 2021-22, 525 participants were enrolled into Training Services. Training Services include:

- Occupational Skills Training
- On-the-Job Training
- Skill Upgrade and Retraining
- Entrepreneurial Training
- Apprenticeship and Pre-Apprenticeship Skills Training
- Customized Training (as defined by WIOA)
- Incumbent Worker Training
- Pay-for-Performance Training
- Job Readiness Training
- Programs that Combine Workplace Training with Related Instruction (including Cooperative Education programs)

Follow-up Services - The WorkNet system will also provide follow-up services as required under the WIOA. The DOL has provided information (TEGL 19-16, dated March 1, 2017) indicating that "follow-up services must be provided as appropriate for participants who are placed in unsubsidized employment, for up to 12 months after the first day of employment." It is estimated that 448 individuals will receive follow-up services during PY 2022-23. Follow-Up Services include:

- Counseling about the Work Place
- Mentoring
- Crisis Intervention
- Life Skills
- Emergency Support to Sustain Longterm Employment
- Apprenticeship and Pre-Apprenticeship Skills Training

- Additional Career Planning and Counseling
- Information about Additional Educational Opportunities
- Referral to Supportive Services Available in the Community
- Contact with Participant's Employer
- Assistance with Work Related Problems that may Arise

Planned Participant Service Levels for PY 2022-23:

More than 12,000 individuals are expected to receive Basic Career Services during PY 2022-23. A subset of those individuals will go through an eligibility determination process and be officially enrolled into one or more of the formula grants.

Fiscal Impact:

Approval of the recommendation will result in the utilization of \$9,000,613 in federal formula funds for the operation of WIOA programs in San Joaquin County.

ACTION TO BE TAKEN FOLLOWING APPROVAL:

. Program Implementation	August 2022
-	
ACTION TAKEN: APPROVED:	OTHER:
BY:	
MOTIONED BY: YES:	
NO:	

WIOA Local Plan Program Year 2022-23 Title I Budget Plan Summary

(Adult Worker)

PRO	GRAM TYPE for PY 2022-23, beginning 07/01/22 through 06/30/23
1	Grant Code 201/202/203/204 WIOA I-Adult
	Grant Code 501/502/503/504 WIOA I-Dislocated Worker

FUNDING IDENTIFICATION	AA211036 Subgrant	AA311036 Subgrant
1. Year of Appropriation	2021	2022
2. Formula Allocation	2,920,848	3,139,880
3. Allocation Adjustments - Plus or Minus		
4. Transfers - Plus or Minus	1,987,000	1,550,486
5. TOTAL FUNDS AVAILABLE (Lines 2 through 4)	4,907,848	4,690,366

TOTAL ALLOCATION COST CATEGORY PLAN		
6. Program Services (Lines 6a through 6c)	4,417,064	4,221,330
a. Career Services (Basic / Individual / Follow-Up Services)	3,089,736	3,206,100
b. Training Services	1,325,119	1,013,119
c. Other	2,209	2,111
7. Administration	490,784	469,036
8. TOTAL (Lines 6 plus 7)	4,907,848	4,690,366

QUARTERLY TOTAL EXPENDITURE PLAN (cumulative)		
9. September 2021	0	0
10. December 2021	611,508	0
11. March 2022	1,032,566	0
12. June 2022	1,980,552	0
13. September 2022	3,236,827	0
14. December 2022	4,486,190	0
15. March 2023	4,907,848	1,310,664
16. June 2023	4,907,848	2,663,527
17. September 2023		4,012,191
18. December 2023		4,690,366
19. March 2024		4,690,366
20. June 2024		4,690,366

COST COMPLIANCE PLAN (maximum 10%)		
21. % for Administration Expenditures (Line 7/Line 5)	10.0%	10.0%

San Joaquin County	
Local Workforce Development Area	_
Patricia Virgen, Executive Director	(209) 468-3500
Contact Person. Title	Telephone Number

WIOA Local Plan Program Year 2022-23 Title I Budget Plan Summary

(Dislocated Worker)

PROGRAM TYPE for PY 2022-23, beginning 07/01/22 through 06/30/23	
☐ Grant Code 201/202/203/204 WIOA I-Adult	
☑ Grant Code 501/502/503/504 WIOA I-Dislocated Worker	

FUNDING IDENTIFICATION	AA211036 Subgrant	AA311036 Subgrant
1. Year of Appropriation	2021	2022
2. Formula Allocation	2,483,750	2,584,143
3. Allocation Adjustments - Plus or Minus		
4. Transfers - Plus or Minus	(1,987,000)	(1,550,486)
5. TOTAL FUNDS AVAILABLE (Lines 2 through 4)	496,750	1,033,657

TOTAL ALLOCATION COST CATEGORY PLAN		
6. Program Services (Lines 6a through 6c)	447,075	930,292
a. Career Services (Basic / Individual / Follow-Up Services)	310,717	646,553
b. Training Services	134,123	279,088
c. Other	2,235	4,651
7. Administration	49,675	103,365
8. TOTAL (Lines 6 plus 7)	496,750	1,033,657

QUAF	RTERLY TOTAL EXPENDITURE PLAN (cumulative)		
9.	September 2021	0	0
10.	December 2021	0	0
11.	March 2022	0	0
12.	June 2022	125,203	0
13.	September 2022	307,406	0
14.	December 2022	496,750	8,648
15.	March 2023	496,750	243,262
16.	June 2023	496,750	484,129
17.	September 2023		733,888
18.	December 2023		986,516
19.	March 2024		1,033,657
20.	June 2024		1,033,657

COST COMPLIANCE PLAN (maximum 10%)		
21. % for Administration Expenditures (Line 7/Line 5)	10.0%	10.0%

San Joaquin County	<u> </u>
Local Workforce Development Area	
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Patricia Virgen, Executive Director	(209) 468-3500
Contact Person, Title	Telephone Number

WIOA Local Plan Program Year 2022-23 Title I Budget Plan Summary

(Youth)

PROGRAM TYPE for PY 2022-23, beginning 04/01/22 through 06/30/23

☑ Grant Code 301/302/303/304 WIOA IB-Youth

FUNDING IDENTIFICATION	AA211036 Subgrant	AA311036 Subgrant
1. Year of Appropriation	2021	2022
2. Formula Allocation	3,038,918	3,276,590
3. Allocation Adjustments - Plus or Minus		
4. TOTAL FUNDS AVAILABLE (Lines 2 through 3)	3,038,918	3,276,590

TOTAL ALLOCATION COST CATEGORY PLAN		
Program Services (Lines 5a through 5b)	2,735,027	2,948,931
a. In School	547,005	589,786
b. Out-of-School (minimum 75% required)	2,188,022	2,359,145
6. Administration (Line 4 minus 5)	303,891	327,659
7. TOTAL (Lines 5 plus 6)	3,038,918	3,276,590

QUARTERLY TOTAL EXPENDITURE PLAN (cumulative)		
8. June 2021	0	0
9. September 2021	0	0
10. December 2021	0	0
11. March 2022	- 0	0
12. June 2022	570,986	0
13. September 2022	1,741,972	0
14. December 2022	2,787,310	0
15. March 2023	3,038,918	924,218
16. June 2023	3,038,918	1,146,807
17. September 2023		2,421,003
18. December 2023		3,258,918
19. March 2024		3,276,590
20. June 2024		3,276,590

COST COMPLIANCE PLAN (maximum 10%)		
21. % for Administration Expenditures (Line 6/Line 4)	10.0%	10.0%

San Joaquin County

Local Workforce Development Area

Patricia Virgen, Executive Director (209) 468-3500

Contact Person, Title Telephone Number

<u>ITEM #3</u>

APPROVAL TO MODIFY INDIVIDUAL TRAINING ACCOUNT SYSTEM

DATE:

August 24, 2022

ACTION ITEM: 3

TO:

Workforce Development Board

FROM:

Patricia Virgen, Executive Director

SUBJECT: APPROVAL TO MODIFY INDIVIDUAL TRAINING ACCOUNT SYSTEM

IT IS RECOMMENDED:

That the Workforce Development Board (WDB) approve the recommendation to modify the Individual Training Account System by increasing the cap amount on ITA tuition from the current \$5,000 to \$7,500, and allow the Executive Director, or designee, to waive the \$7,500 cap up to a limit of \$10,000.

REASON FOR RECOMMENDATION:

On April 26, 2000, the Workforce Investment Board (WIB), predecessor to the Workforce Development Board (WDB), approved the establishment of the Individual Training Account (ITA) system in accordance with Sections 122 and 134 of the Workforce Investment Act (WIA). The ITA is the means by which eligible participants access classroom training funded through the Workforce Innovation Act (WIA), the predecessor to the Workforce Innovation and Opportunity Act (WIOA). The WIB approved a maximum cap of \$6,250 per ITA.

On March 26, 2008, the WIB reduced the ITA cap from \$6,250 to \$5,000 as the average cost was approximately \$4,000 and Adult and Dislocated Worker formula funds had been reduced from \$12.3 million to \$6.3 million. The state began requiring local boards to set a limit for the duration of an ITA, so this limited the duration of an ITA to a maximum of two years.

On December 5, 2012, the WIB approved a modification to the ITA system, allowing the Executive Director, or designee, to grant, on a case-by-case basis, a waiver of the \$5,000 ITA cap up to a maximum of \$10,000 per individual. It was anticipated at that time that the waiver would be used on a very limited basis.

ITA costs over the last 10 years have been steadily increasing from an average of \$4,000 in 2012 to \$6,023 in 2021. The ITA cap has remained at \$5,000 since 2008. This has necessitated an increased use of the waiver, which was intended to be used on a very limited basis as it adds an extra layer of approval and could create a hardship to a student needing to begin training immediately. In 2019-2020, the waiver was used 8 times. For the last two years the waiver was used 20 times.

Increasing our ITA cap to \$7,500 would bring us in line with Stanislaus and Sacramento Counties, which are the two counties we typically send participants to if a local training provider is unavailable.

Approval of this increase will enhance our local ITA system by expanding training opportunities for participants and increase the capacity of highly trained, skilled workers in San Joaquin County, allowing us to more effectively address the continued high demand for truck drivers and other workers in the transportation/logistics sector. As an additional benefit, approval will serve to further align local policy with that of the San Joaquin Valley and Associated Counties (SJVAC) Regional Planning Unit, which may enhance the regional planning unit's ability to secure competitive grants that focus on regional collaboration and expanded training opportunities throughout the Central Valley.

FISCAL IMPACT:

Approval of the recommendation will increase our training expenditures; however, the current funding supports this increase and would not negatively affect delivery of service.

ACTION TO BE TAKEN FOLLOWING APPROVAL:

1. Program implementation

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

ITEM #4

APPROVAL OF AMENDED AGREEMENT TO OPERATE A STUDENT TRAINING & EMPLOYMENT PROGRAM (STEP) FOR STUDENTS WITH DISABILITIES IN SAN JOAQUIN COUNTY

DATE:

August 24, 2022

ACTION ITEM: 4

TO:

Workforce Development Board

FROM:

Patricia Virgen, Executive Director

SUBJECT:

APPROVAL OF AMENDED AGREEMENT TO OPERATE A STUDENT

TRAINING & EMPLOYMENT PROGRAM (STEP) FOR STUDENTS WITH

DISABILITIES IN SAN JOAQUIN COUNTY

IT IS RECOMMENDED:

That the Workforce Development Board:

1. Approve an amended Agreement between the State of California Department of Rehabilitation (DOR) and the San Joaquin County Workforce Development Board (WDB) to operate the STEP Grant for the period July 1, 2022 through June 30, 2025;

- Authorize the Director of the Employment and Economic Development Department (EEDD) to execute all necessary documents related to this grant; and
- 3. Forward the recommendation to the San Joaquin County Board of Supervisors for approval.

REASONS FOR RECOMMENDATION:

Background

Since July 2018, the DOR has contracted with San Joaquin County to operate a Summer Training & Employment Program for Students (STEPS) with disabilities to begin at the conclusion of the school year. The EEDD has been awarded grants for the last four (4) years and has provided paid work experience and job readiness workshops to Students with Disabilities (SWDs).

On April 8, 2022, the DOR expressed interest in renewing a version of the STEPS Program changing the program from a summer program to a year round program. On May 25, 2022, the WDB approved an Agreement with DOR to operate the STEP program.

On August 16, 2022, EEDD had a meeting with DOR to discuss the delay in the fully executed agreement. At the that time DOR presented EEDD with an amended agreement. The Scope of Work in the amended agreement would not change, however the payment provisions of the agreement were updated to reflect the utilization of program management fee structure to cover the costs associated with providing the case management, paid work experience, monthly reporting, and fiscal services necessary to implement the STEP Grant in San Joaquin County. Under this agreement, the EEDD would still serve 150 SWDs between the ages of 16-21 years old by providing up to 20 hours of workplace readiness training and 300 hours of paid

work experience at private and/or non-profit worksites in San Joaquin County. This project would continue to align with the established EEDD youth programs.

FISCAL IMPACT:

Approval of this amendment will allow the commencement of the program.

ACTION TO BE TA	AKEN FOLLOV	VING APPROVAL
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1.	Submit recommendation for approval to	0.0
	the San Joaquin County Board of Supervisors. (September 13,	2022)

ACTION TAKEN: APPROVED:	_DISAPPROVED:	OTHER:
BY:	_DATE:	
MOTIONED BY:	SECONDED BY:	
YES:		
NO:		

EXHIBIT A

SCOPE OF WORK

A. Purpose

For the purposes of this agreement the Department of Rehabilitation is referred to as "DOR" and the San Joaquin County Workforce Development Board/Employment and Economic Development Department herein referred to as "Contractor". The term STEP Student Participant shall refer to a student with a disability participating in the Student Training and Employment Program (STEP) project, which will provide paid work-based learning experiences. The DOR will distribute funds to the Contractor for services rendered to STEP Student Participants. By signing this Agreement, DOR and the Contractor acknowledge their acceptance of all the terms and conditions in this Agreement and any exhibits attached hereto (collectively the "Agreement"). CFDA 84.126 corresponds to funding under this agreement.

B. Background

DOR is required under 34 Code of Federal Regulations section 361 et seq. to provide preemployment transition services to students with disabilities throughout the state. DOR defines a student with a disability as an individual not younger than 16 or older than 21 years in secondary, postsecondary, or other recognized education program, including home school and alternative school programs, and is eligible for, and receiving, special education or related services under the Individuals with Disabilities Education Act (IDEA) or with a disability for purposes of Section 504 of the Rehabilitation Act.

The Workforce Opportunity and Innovation Act (WIOA), signed into law on July 22, 2014, established a broad vision of workforce programs that:

- 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 established
 - clear priorities in serving individuals with disabilities toward obtaining competitive integrated employment, reaffirms that business is a customer of the VR system, and;
 - 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, DOR and the Contractor are committed to working collaboratively.

C. Scope of Work

Contractor, in partnership with the DOR, shall support the STEP project by providing paid work-based learning experiences. Contractor shall assume the burden of being the Employer of Record for STEP Student Participants, carrying the liability, human resources, and payroll needs through its internal Human Resources Department. The Contractor will provide the following Employer of Record services:

- Timesheet tracking
- · Personnel and payroll recordkeeping
- Payroll processing
- Employment-related insurance costs
- Year-end tax reporting
- Onboarding assistance
- Leave management
- Workers' compensation
- Unemployment claims
- Each STEP Student Participant shall be authorized to receive up to 325 hours of paid workbased learning experience, earning at least current State legal minimum wage per hour. Contractor is required to verify that all participating students have met all 'right to work' and 'selective service' requirements.
- Contractor will be working with community partners such as private businesses of any size, non-profits, and public employers to provide a workplace environment for the STEP Student Participants.
- 3. Monthly Progress Reports: Contractor must complete monthly progress reports that must be included with the invoice. The progress reports will contain information on the activities of the prior month for each STEP Student Participant regarding progress and outcomes of their paid work-based learning experience placements. All reports must be submitted in the provided reporting template and must follow guidelines provided. Monthly Progress Reports should be submitted to: DOR District Contract Administrator, Levi Van Fossen, via email at Levi.VanFossen@dor.ca.gov.
- 4. This Contract will serve as the official agreement to provide STEP services. The number of STEP Student Participants receiving paid work-based learning experiences over the three (3) year contract period may vary based on the local minimum wage and the number of hours worked per individual. DOR will authorize each STEP Student's workhours and services costs on the DR 297F Direct Service Fee Authorization and issue to the Contractor as defined in Exhibit B.

D. Project Representatives

The Contract Managers during the term of this agreement are as follows:

Department of Rehabilitation

Name: Levi Van Fossen or designee

Title: Contract Analyst

Address: 2550 Mariposa Mall, Rm 2000

Fresno, CA 93721-2219 **Telephone**: 559-444-2410

E-mail: Levi.VanFossen@dor.ca.gov

San Joaquin County Workforce

Development Board/Employment and
Economic Development Department

Name: Patricia Virgen Title: Executive Director

Address: 6221 West Lane, Suite 105

Stockton, CA 95210

Telephone: (209) 468-2245 Email: pvirgen@sjcworknet.org

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

A. Invoicing and Payment

For services satisfactorily rendered, DOR agrees to compensate the Contractor for wages and associated costs issued through DR297F Direct Service Fee authorizations for each STEP Student Participant. Invoices for actual wage and associated costs shall be submitted monthly to DOR District Contract Administrator, Levi Van Fossen, via email at Levi.VanFossen@dor.ca.gov or processing and payment. Invoices shall be on the Contractor's letterhead, consumer name(s), DR 297F Authorization Number(s), date(s) of service, and actual wage and associated costs for each consumer.

The contract period is Upon Approval through June 30, 2025.

1. Invoices shall be submitted to Levi Van Fossen, via email at Levi.VanFossen@dor.ca.gov.

<u>Invoices shall include the DR 297F number and shall be submitted at the closure of each month.</u>

2. Federal and State funds are time limited, therefore, all invoices must be submitted as soon as possible, but no later than 60 days after the service is provided. Final submission of all invoices is due no later than November 1st, to allow for payment and draw down prior to the close out of Federal/State funds.

B. Budget Detail

Budget for STEP Employer of Record services will be based on average cost per STEP Student Participant, per work-based learning experience as authorized to the Contractor on the DR297F Direct Service Fee authorization and will include all STEP Employer of Record services outlined in Exhibit A, Section C. Scope of Work in this contract.

Specific STEP Employer of Record services costs will vary for each STEP Student Participant based on the established paid work-based learning experience and shall not exceed:

- Wages: \$15-\$20 p-hour, up to 325 hours maximum; exceptions above maximum hours to be approved by DOR
- 12%-14% Taxes Federal/State, Medicare, ETT
- 10% to 14% Workers Compensation
- 25% Program Management Fee

C. Budget Contingency Clause (State Funds)

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this
program, the State shall have the option to either cancel this Agreement with no liability
occurring to the State or offer an agreement amendment to Contractor to reflect the reduced
amount.

D. Federally Funded Agreements (Federal Funds)

- 1. It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- 2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United State Government for the current year and/or any subsequent year for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or to any statute enacted by Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
- 3. The parties mutually agree that if Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

E. Prompt Payment Clause

The Department of Rehabilitation is obligated to promptly pay all invoices (Government Code Chapter 4.5 commencing with §927). However, invoices must be properly submitted for prompt processing and payment. Under certain conditions, the Department of Rehabilitation is required to pay Contractors a late payment if a correct invoice for services/goods is not paid within 45 calendar days. The Contractor does not need to request the late payment as the Department of Rehabilitation will determine and send any late payment to the Contractor.

F. Tax Compliance

The Contractor is hereby notified that the Department of Rehabilitation is required by Federal and State Tax Codes to report certain payments to individuals. Without this information, the Department of Rehabilitation cannot pay Contractor invoices. The Contractor agrees to abide by these conditions and provide the requested information.

G. Excise Tax

The Department of Rehabilitation is exempt from Federal excise taxes and no payment will be made for taxes levied on employee(s) wages. The Department of Rehabilitation will pay for any applicable State of California or local sales or use tax on services rendered, or equipment or parts supplied, pursuant to this Contract. The Department of Rehabilitation may pay any applicable sales and use tax imposed by another State.

EXHIBIT C

(Standard Agreement - Subvention) General Terms and Conditions (GTC 4/2017)

PLEASE NOTE: The General Terms and Conditions will be included in the Agreement by reference, you can view them at the Department of General Services, Office of Legal Services website at: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language. Go to Resources, click on the Standard Contract Language section to expand, then click on GTC 4/2017.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

A. Notification

All notices required by either party shall be in writing and sent by email, mail, or personally delivered to the appropriate address. Mailing addresses may be changed by written notice.

B. Disputes

If Contractor believes that there is a dispute or grievance between Contractor and the State arising out of or relating to this agreement, Contractor shall first discuss and attempt to resolve the issue informally with the DOR Contract Administrator. If the issue cannot be resolved at this level, Contractor shall follow these procedures:

- 1) If the issue cannot be resolved informally with the DOR Contract Administrator, Contractor shall submit, in writing, a grievance report together with any evidence to the DOR Contract Administrator's Supervisor. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Contractor's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Contractor, the DOR Supervisor shall make a determination on the problem and shall respond in writing to the Contractor indicating the decision and reasons therefore. Should the Contractor disagree with the Supervisor's decision, Contractor may appeal to the next level, following the procedure listed below.
- 2) Contractor must submit a letter of appeal to the Agency Director explaining why the Supervisor's decision is unacceptable. The letter must include, as an attachment, copies of the Contractor's original grievance report, evidence originally submitted, and response from Supervisor. Contractor's letter of appeal must be submitted within ten (10) working days of the receipt of the Supervisor's written decision. The Director or designee shall, within twenty (20) working days of receipt of Contractor's letter of appeal, review the issues raised and shall render a written decision to the Contractor. The decision of the Director or designee shall be final.

C. Right to Terminate

- 1) Both parties reserve the right to terminate this agreement subject to 30 days written notice to the other party. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.
- 2) However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the agreement. In this instance, the agreement termination shall be effective as of the date indicated on the State's notification to the Contractor.
- 3) This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

4) Failure to comply with contract terms and conditions is termination for cause and future bids may be rejected for one (1) year.

D. Contract Amendments

In the event that additional services must be performed which was wholly unanticipated and is not specified in the written Scope of Work, but which in the opinion of both parties is necessary to the successful accomplishment of the general scope of work outlined, an amendment to this Agreement is required for additional money and/or time.

E. Confidentiality

- Contractor agrees that any report or material created during the performance of this
 agreement will not be released to any source except as required by this agreement or
 otherwise authorized by DOR.
- Contractor agrees that any information obtained in the performance of this agreement is confidential and shall not be published or open to public inspection in any manner, except as authorized by DOR.
- 3) Contractor agrees to maintain the confidentiality of any information concerning any consumers that the contractor may obtain in the performance of this agreement and specifically agrees to comply with the provisions applicable to such information as set forth in 34 Code of Federal Regulations, Section 361.38, title 9, California code of Regulations, Section 7140 et seq., and the Information Practices Act of 1977 (California Civil Code Section 1798 et seq.)
- 4) Contractor agrees to report any security breach or information security incident involving DOR consumers' personal information to the DOR's Contract Administrator and the DOR Information Security Officer. The DOR's Information Security Officer can be contacted via e-mail at ITSB-ISO@dor.ca.gov.
 - a) Security breaches or information security incidents that shall be reported include, but are not limited to:
 - b) Inappropriate use or unauthorized disclosure of DOR consumers' personal information by the Contractor or the Contractor's assignees. Disclosure methods include, but are not limited to, electronic, paper, and verbal.
 - c) Unauthorized access to DOR consumers' personal information. Information can be held in medium that includes, but is not limited to, electronic and paper.
 - d) Loss or theft of information technology (IT) equipment, electronic devices/media, paper media, or data containing DOR consumers' personal information. IT equipment and electronic devices/media include, but are not limited to, computers (e.g., laptop and desktop, netbooks, tablets), smartphones, cell phones, CDs, DVDs, USB flash drives, servers, printers, peripherals, assistive technology devices (e.g., note takers, videophones) and copiers. Data can be held in medium that includes, but is not limited to, electronic and paper.
- 5) Contractor agrees to provide annual security and privacy training for all individuals who have access to personal, confidential, or sensitive information relating to the performance of this agreement.

- 6) Contractor agrees to obtain and maintain acknowledgements from all individuals to evidence their understanding of the consequences of violating California privacy laws and the contractor's information privacy and security policies.
- 7) For contractors that do not have a security program that includes annual security and privacy training, a self-training manual is available on the DOR website under the "Providers" tab in the "Becoming a Service Provider" section under "Annual Security and Privacy Training for VR Service Providers." The self-training manual is named "Protecting Privacy in State Government" and can be downloaded at the following link: https://www.dor.ca.gov/Home/SecurityandPrivacy
- 8) Additional training and awareness tools are available at the California Office of Information Security (OIS) website and the California Office of Privacy Protection (COPP) website. The COPP created the self-training manual, "Protecting Privacy in State Government" that DOR revised to meet its business needs.

F. Fraud Awareness Training

The Contractor, its employees or any individuals performing activities related to this Contract shall review the "Fraud Awareness Overview" no later than 30 days upon Contract award. The Fraud Awareness Overview maybe viewed at the following internet site: https://www.dor.ca.gov/Home/ContractGrantSolicitations. Hard copy available upon request.

G. Debarment, suspension, ineligibility and voluntary exclusion

Federal and State agencies shall not award assistance to applicants that are debarred or suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549. By signing this Agreement, Contractor certifies that neither it nor its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

H. Prohibition on tax delinquency

Any Agreement that a state agency enters into after July 1, 2012, is void if the contract is between a state agency and a contractor, or subcontractor, whose name appears on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code. In accordance with Public Contract Code Section 10295.4, agencies are required to cancel Agreements with entities that appear on either list.

(Franchise Tax Board) https://www.ftb.ca.gov/about-ftb/newsroom/top-500-past-due-balances/index.html

(Department of Tax and Fee Administration) https://www.cdtfa.ca.gov/taxes-and-fees/top500.htm

I. Unruh civil rights act and the fair employment & housing act

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

The contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

The contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

J. INSURANCE REQUIREMENTS

General Provisions Applying to All Policies

- A. Coverage Term Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.
- B. Policy Cancellation or Termination & Notice of Non-Renewal Contractor is responsible to notify the State within five business days before the effective date of any cancellation, non-renewal, or material change that affects required insurance coverage. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- **C. Deductible** Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
- **D. Primary Clause** Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
- E. Insurance Carrier Required Rating All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- **F. Endorsements** Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- **G. Inadequate Insurance** Inadequate or lack of insurance does not negate the contractor obligations under the contract.
- H. Satisfying an SIR All insurance required by this contract must allow the State to pay and/or act as the contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor's agent in satisfying any SIR is at the State's discretion.
- I. Available Coverages/Limits All coverage and limits available to the contractor shall also be available and applicable to the State.
- J. Subcontractors In the case of Contractor utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insured's under Contractor and insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor.
 - i. <u>Commercial General Liability</u> Contractor's liability shall be primary and non-contributory over any other valid or collectible insurance and self-insurance. Contractor shall

maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy must include:

The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the Agreement.

Endorsements must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance. The endorsement must be acceptable to the DGS Office of Risk and Insurance Management.

ii. Professional Liability

Contractor shall maintain Professional Liability at \$1,000,000 per occurrence and \$2,000,000 aggregate covering any damages caused by a negligent error, act, or omission. The policy's retroactive date must be displayed on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of this Agreement work. The Contractor is responsible to maintain continuous coverage for up to three years after the notice of completion.

The same additional insured designation and endorsement required for general liability is to be provided for this coverage.

iii. Workers Compensation and Employers Liability – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of \$1,000,000 are required.

The workers' compensation policy shall contain a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided.

iv. <u>Self-insurance</u> - Contractor shall supply the consent letter of self-insurance or the Certificate of Consent to Self-Insure. The Waiver of Subrogation is not required.

K. Laws, Rules, Regulations, and Executive Orders

The Contractor shall be solely responsible for adhering to any and all local, city, county, state, and federal laws, rules, regulations, and executive orders pertaining to the services required under this Agreement while performing services under this Agreement.

COMMITTEE REPORTS

Executive Committee
Youth Council
Apprenticeship Committee

INFORMATION ITEM #1

WORKNET CENTER CUSTOMER SERVICE SURVEY

DATE:

August 24, 2022

INFORMATION ITEM: 1

TO:

Workforce Development Board

FROM:

Patricia Virgen, Executive Director

SUBJECT:

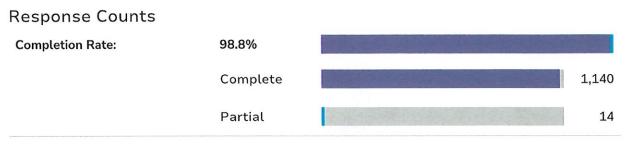
WORKNET CENTER CUSTOMER SERVICE SURVEY

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

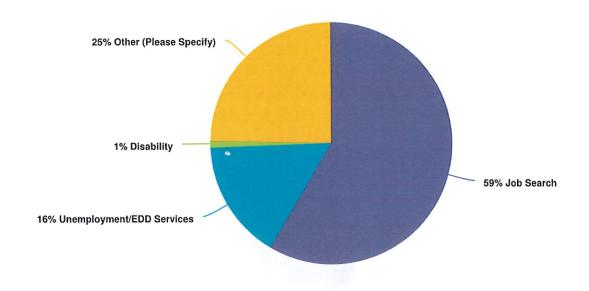
1. WorkNet Center Customer Service Survey

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

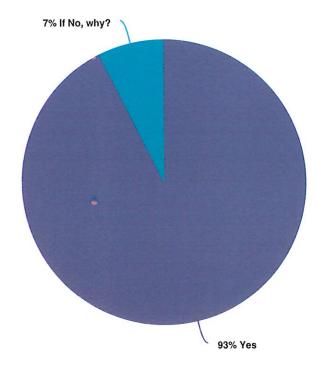


1. What is the purpose of your visit to San Joaquin County WorkNet today?



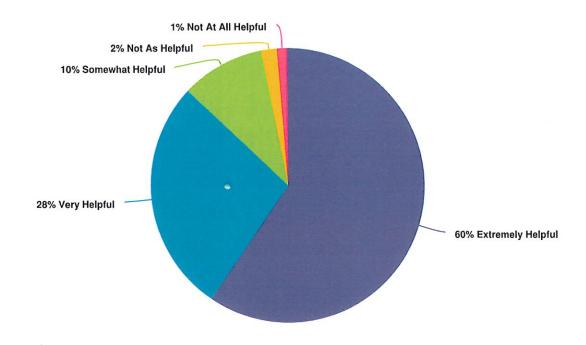
Value	Percent	Responses
Job Search	58.5%	626
Unemployment/EDD Services	15.9%	170
Disability	0.9%	10
Other (Please Specify)	24.7%	265

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



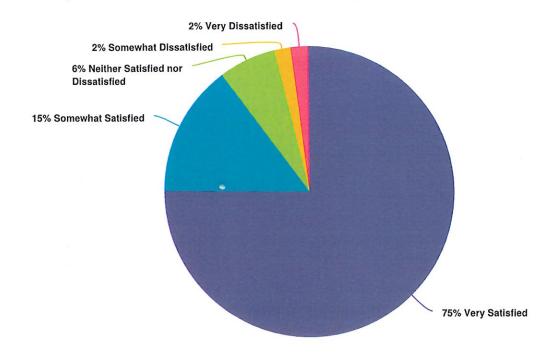
Value		Percent	Responses
Yes		92.6%	949
If No, why?	1000000	7.4%	76

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



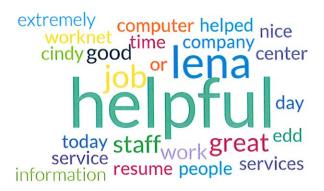
Value	Percent	Responses
Extremely Helpful	59.6%	610
Very Helpful	27.6%	283
Somewhat Helpful	9.8%	100
Not As Helpful	1.9%	19
Not At All Helpful	1.2%	12

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

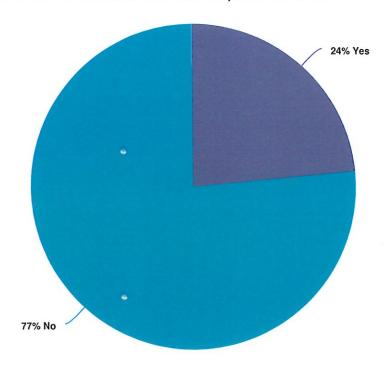


Value		Percent	Responses
Very Satisfied		75.2%	763
Somewhat Satisfied	1000	14.7%	149
Neither Satisfied nor Dissatisfied		6.4%	65
Somewhat Dissatisfied		1.8%	18
Very Dissatisfied		2.0%	20

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	23.5%	236
No	76.5%	770

INFORMATION ITEM #2

SUCCESS STORIES

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August 24, 2022

INFORMATION ITEM: 2

TO:

Workforce Development Board

FROM:

Patricia Virgen, Executive 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.

INDIVIDUAL PARTICIPANT SUCCESS STORY

Participant Name: JoseMiguel Quezada

Participant's City: Acampo, CA

	Before Participation	After Participation
Industry/Sector	None	Boilermaker Union
		Apprentice
Job Category	None	Apprentice
Hourly Wage or Salary	None	\$23.95/hr.

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

When JoseMiguel came in to the WorkNet Center he inquired about employment and training opportunities. At the time of applying for services, he stated that he was homeless, unemployed, and seeking assistance for housing. He met with Case Manager Melyn Cardenas, and she assisted him in determining which services would be suitable, and available for him.

2. Describe how the AJCC center helped the participant achieve his/her goals. What programs did the participant use? How has this improved the lives of the participant and his/her family?

Case Manager Melyn assisted, and guided JoseMiguel in completing the process, and requirements to get him enrolled into the WIOA program. They worked together in developing his employment plan and he had chosen to attend the MC3 training program. JoseMiguel received assistance with supportive services including; work boots, uniforms, tools, and union registration cost. Case Manager Melyn also provided JoseMiguel constant counseling to help him complete his training, due to the barriers, and hardships that he was going through. JoseMiguel was living in his car, and had no support, but he was really determined in achieving his goals. JoseMiguel successfully completed his training, and received numerous certifications, and recognitions by elected officials. After the training, he found employment right away. He is now employed with Boilermaker Union Apprenticeship Martinez, CA, earning good wages that helped him become self-sufficient.

3. Please include a quote from the Participant about his/her experience.

"I would like to thank Melyn, and WorkNet for believing in me, and for helping me acquire skills that I need to be able to obtain employment that provides me with a better living condition, and overcoming the barriers that I was in."

INDIVIDUAL PARTICIPANT SUCCESS STORY

Participant Name: Rosa Esparza

Participant's City: Stockton, CA

	Before Participation	After Participation
Industry/Sector	None	Trucking Industry
Job Category	None	Class A Driver
Hourly Wage or Salary	None	\$30.00/hr.

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

Rosa came in to the Stockton WorkNet Center seeking assistance to help her gain employment. At the time Rosa was homeless, and was going through a lot of hardships. She met with Case Manager Kristina and shared her situation and described the difficulties that she was going through. She had worked as a bartender in the past, making minimum wage, and, unable to make ends meet, she became homeless. Kristina provided her information on the steps she needed to take in order for her to overcome her the barriers, and how to acquire skills to get back in the workforce.

2. Describe how the AJCC center helped the participant achieve his/her goals. What programs did the participant use? How has this improved the lives of the participant and his/her family?

Rosa chose to attend the Truck Driving training because she was need of employment immediately and this training would provide her with the skills she needs to be able to find employment right away. Case Manager Kristina, and Rosa worked together, and discussed her employment goals. Kristina assisted, and guided her in completing the process for the WIOA program, and throughout her Class A Driving training. Rosa completed the training successfully, and she was able to obtain her Class A license. WorkNet helped paid for her tuition cost, and as well as other expenses she needed for training. with help of WorkNet and the training provider Performance Trucking, Rosa found employment right away with Vernon Transportation. She was assigned to work in Houston Texas, earning \$30.00 an hour, and also received a \$5,000 Sign On Bonus. The company helped her find housing in Texas. She is no longer homeless, and has become self-sufficient.

3. Please include a quote from the Participant about his/her experience.

"Thank you Kristina, and WorkNet for all the help that I have been provided. It wouldn't have been possible for me to overcome everything I had gone through without your assistance. I recommend to everyone to see Kristina at WorkNet to receive assistance that will help them change their lives."

BUSINESS SUCCESS STORY

Participant Name: Cesar Oropeza, El Siete Mares

Participant's City: Stockton

	Info	
Industry/Sector	Restaurant	
Job Category	Owner/Operator	
Issue	Lease Terminated	

1. What were the goals of the participant?

a. To get lease extended or find new site location and get assistance with financing.

2. Describe how the EDA helped the participant achieve their goals. What programs did the participant use? How has this improved the lives of the participant and their family?

- a. WorkNet EDA was contacted by the California Office of the Small Business Advocate to see if locally we could get someone who spoke Spanish to assist Mr. Oropeza with either getting an extension to his lease or finding a new location within the remaining 15 days so that he could continue to operate his business. Through a few different individuals and organizations (San Joaquin County WorkNet, SBDC, Jennifer Patino and Team Patino with DOMA Title Company in Lodi, and local real estate agents) Mr. Oropeza was able to get a new location for his restaurant. He also qualified for the Microbusiness Covid Relief Grant which is doubled here in San Joaquin County due to the county approving a match of the state amount of \$2500. So, he is going to be receiving a check for \$5000 to help him get the new location up and running.
- 3. Please include a quote from the Participant about his/her experience.
 - a. Mr. Oropeza from El Siete Mares Restaurant ended up signing a lease for the property that was previously occupied by Moo Moo's Burgers in downtown Stockton and is currently working on permits and licensing. He called in to thank WorkNet for being so helpful with not only relocation services, but also with the Microbusiness Grant that will help him with lease expenses. He hopes to open in a couple weeks and invites us all to come and attend his opening at the new location

4. Special Recognition:

- a. Amber Tarrac with CalOSBA
- b. Les Fong with SBDC
- c. Tonnie Mallory with WorkNet
- d. Katie Poole with WorkNet
- e. Kassandra Avila with WorkNet
- f. Iennifer Patino with DOMA Title

INFORMATION ITEM #3

SAN JOAQUIN COUNTY LABOR MARKET INFORMATION SNAPSHOT

DATE:

August 24, 2022

INFORMATION ITEM: 3

TO:

Workforce Development Board

FROM:

Patricia Virgen, Executive Director

SUBJECT:

SAN JOAQUIN COUNTY LABOR MARKET INFORMATION SNAPSHOT

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

The San Joaquin County (SJC) labor market review will be available at the meeting. 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.

DIRECTOR'S REPORT

BOARD MEMBER QUESTIONS AND COMMENTS