

**AGENDA  
WORKFORCE DEVELOPMENT BOARD  
MAY 25, 2022**



***"Your Workforce Resource"***

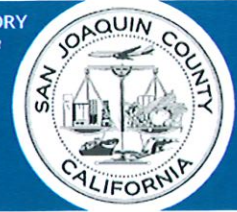
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PATRICIA VIRGEN  
EXECUTIVE DIRECTOR

TONNIE MALLORY  
DEPUTY DIRECTOR

**COUNTY OF SAN JOAQUIN**  
EMPLOYMENT AND ECONOMIC DEVELOPMENT DEPARTMENT



**AGENDA  
WORKFORCE DEVELOPMENT BOARD  
MAY 25, 2022**

Dear Workforce Development Board Members:

Attached is your agenda for the Wednesday, May 25, 2022 meeting of the Workforce Development Board (WDB).

The meeting will be held:

DATE: Wednesday, May 25, 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,

A handwritten signature in blue ink that reads "Patricia Virgen".

PATRICIA VIRGEN  
EXECUTIVE DIRECTOR



A proud partner of the [America's JobCenter](#) network  
of California™

### 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.**

From Interstate 5



From HWY 99

**AGENDA**  
**WORKFORCE DEVELOPMENT BOARD**

May 25, 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 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
- A-2 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
- A-3 Election of Workforce Development Board Officers under the Workforce Innovation and Opportunity Act

**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](mailto: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, July 6, 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](tel:1-800-735-2922) (English) [1-800-855-3000](tel:1-800-855-3000) (Spanish).

## **APPROVAL OF MINUTES**

**MINUTES  
OF THE  
WORKFORCE DEVELOPMENT BOARD**

February 23, 2022

WorkNet

6221 West Lane, Suite 105, Stockton, CA 95210

Due to COVID-19 a hybrid meeting was held via TEAMS and in-person

**WORKFORCE DEVELOPMENT BOARD MEMBERS PRESENT**

Diane Vigil, Chair

Gene Acevedo  
LaChelle Adams  
Troy Brown  
Mayra Cuevas  
Jeff Dundas  
Terry Givens  
Mahalia Gotico  
Robert Gutierrez  
Raul Hernandez  
Jose Hernandez

Steve Jackson  
Lisa Aguilar Lawrenson  
Tim Robertson  
Robin Sanborn  
Sylvia Sanchez  
Julian Sepulveda  
Tamra Spade  
Chris Woods

**MEMBERS ABSENT**

Dan Ball  
Lisa Craig  
David Culberson  
Les Fong  
Michael Mark

Henry Peralta  
Pat Patrick  
Greg Vincelet  
Marcus Williams

**GUESTS/STAFF PRESENT**

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.  
Belinda Petate-Chan, Employment & Economic Development Dept.  
John Lutzow, Employment & Economic Development Dept.  
Katie Poole, Employment & Economic Development Dept.  
Desiree Palazuelos-Tacardon, 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**

### **MOTION**

Mr. Acevedo moved and Ms. Cuevas seconded to approve the December 8, 2021 Workforce Development Board meeting minutes.

Abstentions: Jose Hernandez, Lisa Aguilera Lawrenson, Julian Sepulveda, Tamra Spade

M/S/C

## **STATEMENTS OF CONFLICT OF INTEREST**

None.

## **ACTION ITEMS**

### **A-1 ADOPT RESOLUTION IMPLEMENTING AB 361 BROWN ACT TELECONFERENCING REQUIREMENTS**

Chair Vigil summarized the information contained in the agenda item.

### **MOTION**

Mr. Raul Hernandez moved and Mr. Givens seconded to approve adoption of the resolution implementing AB 361 Brown Act Teleconferencing Requirements.

M/S/C unanimously.

### **A-2 Authorize to Transfer Funds from Workforce Innovation and Opportunity Act (WIOA) Formula Dislocated Worker Program to WIOA Formula Adult Program**

Ms. Tina LaBounty summarized the information contained in the agenda item and answered questions. Ms. LaBounty provided information regarding the purpose of the transfer and the need to provide more services to Adult participants compared to Dislocated Workers participants to align with an increase in Adult program participants.

### **MOTION**

Mr. Acevedo moved and Mr. Jose Hernandez seconded to approve the transfer of \$547,415 of Program Year (PY) 2020-21 WIOA Formula Dislocated Worker fund to the WIOA Formula Adult fund.

M/S/C unanimously.

## **COMMITTEE REPORTS**

None.

## **PUBLIC COMMENT**

None.

## **INFORMATION ITEMS**

### **I-1 WorkNet Center Customer Service Survey**

Chair Vigil reminded the members to review the Customer Service Survey to get a good idea about the type of services available at WorkNet Centers.

### **I-2 Success Stories**

Chair Vigil remarked on the success stories and shared that these stories remind her of the work that occurs in the centers and the difference we are making in the lives of those that use the services. She highlighted a healthcare related success story where a participant advanced her career pathway from Certified Nursing Assistant to a Registered Nurse.

### **I-3 San Joaquin County Labor Market Information Snapshot**

Note: Chair Vigil left the meeting at 8:01 a.m. and Vice Chair Sanborn led the remainder of the meeting.

## **DIRECTOR'S REPORT**

Ms. Virgen informed the Board Members that we are hosting monthly recruitment events in the comprehensive WorkNet center.

Ms. Virgen noted that the mandated partner MOU is scheduled to expire June 30, 2022 and we will be holding meeting with the partners to review and update the MOU. She asked that partners check their email for information about upcoming planning sessions.

Ms. Virgen announced that San Joaquin County has been awarded Micro Business Grant \$900,000 for a Micro Business Grant that provides \$2,500 to assist businesses with 5 or fewer employees that have been affected by COVID-19 Pandemic There is a match provided by the County for an additional \$2,500 for a total of \$5,000 available for each business.

Ms. Virgen shared that Round 4 of the Small Business Assistance Grants has awarded more than \$3M to small businesses in San Joaquin County to date and there may be a Round 5 depending on the availability of funds and approval by the San Joaquin County Board of Supervisors.

Ms. Virgen informed members that San Joaquin County's Relief Across Downtown (RAD) Card Program has exhausted all funds and that she will make a presentation to the Board of Supervisors on March 1, 2022 and possibly request additional funding.

Ms. Virgen reminded members that Workforce Development Board chair and vice chair elections will be held at the May 2022 meeting. Any member that wishes to be considered for a leadership role should contact her directly.

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

None

### **ADJOURNMENT**

#### **MOTION**

Mr. Jose Hernandez moved and Ms. Adams seconded to adjourn the meeting at 8:10 a.m.

M/S/C unanimously.

**STATEMENTS OF CONFLICT OF INTEREST**

**PUBLIC COMMENT**

**ITEM #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**

DATE: May 25, 2022

ACTION ITEM: 1

TO: Workforce Development Board

FROM: Patricia Virgen, Executive Director

SUBJECT: 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

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IT IS RECOMMENDED:

That the Workforce Development Board (WDB) approve the attached Update to the Workforce Innovation and Opportunity Act (WIOA) Memorandum of Understanding (MOU) and authorize the Chair of the WDB to sign.

REASONS FOR RECOMMENDATION

Background:

On July 22, 2014, President Obama signed into law the WIOA, reauthorizing the One Stop Center Service Delivery System for Workforce Development. The WIOA is designed to help job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy. The WIOA went into effect on July 1, 2015.

The WIOA strengthens the ability of our public workforce system to align investments in workforce, education, and economic development with regional, in-demand jobs. It also focuses on the importance of providing customers with access to quality America's Job Centers of California (AJCCs) that connect them with the full range of services available in their communities.

In accordance with the WIOA Section 678.305, in order to establish a high quality one-stop center for workforce service delivery system development and enhance collaboration among partner programs, the WIOA requires Local Boards to develop Memorandums of Understanding (MOUs) with all AJCC required partners within their Local Workforce Development Area (LWDA). These MOUs serve as a functional tool as well as visionary plan for how the Local Board and AJCC partners will work together to create a unified comprehensive service delivery system that best meets the needs of their shared customers.

During the initial negotiation process of these MOUs, the state separated the development process into two distinct phases. Phase I addressed service coordination and collaboration among all AJCC partners and focused on the shared customers and

shared services. Phase II addressed how to sustain the unified system through the use of resource sharing and joint cost funding and focused on the shared costs, including the Infrastructure Funding Agreement (IFA) and other system costs budget for comprehensive and affiliate/specialized AJCCs. For this MOU process, Local Areas submitted a MOU that addressed shared customers, services, and costs.

The State Employment Development Department (EDD) provided guidance and laid the groundwork for LWDAs to execute an MOU in order to meet the key elements required by the Department of Labor (DOL). MOUs were required to contain assurances that the MOU would be reviewed and updated every three years with an annual review to ensure it contains up-to-date information regarding funding, delivery of services, and changes in the signatory official of the Local Board, CEO, or AJCC partner(s). The IFA must be reviewed annually. If any significant changes have occurred, an amendment must be made to any relevant part(s) of the MOU and any affected partners must sign to the amendment(s). Significant changes include actions that would affect the proportionate shares of the co-located partners, such as a partner either moving into or out of an AJCC.

On May 25, 2016, the WDB unanimously approved the Phase I of the MOU and recommended the document be submitted to the San Joaquin County Board of Supervisors (BOS) for approval and signature. On June 28, 2016, the BOS approved the Phase I MOU and the fully executed MOU was sent to the State Board.

On August 3, 2017, the Executive Committee, acting on behalf of the WDB unanimously approved WIOA Phase II MOU for the Comprehensive AJCC and recommended the document be submitted to the San Joaquin County BOS for approval and signature. On August 22, 2017, the BOS approved the WIOA Phase II MOU for the Comprehensive AJCC and the fully executed MOU was sent to the State Board.

On May, 23, 2018, the WDB unanimously approved WIOA Phase II MOU for the Affiliate AJCCs and recommended the document be submitted to the San Joaquin County BOS for approval and signature. On June 12, 2018, the BOS approved the WIOA Phase II MOU for the Affiliate AJCCs and the fully executed MOU was sent to the State Board.

On May, 19, 2019, the WDB unanimously approved WIOA MOU Narrative and IFA Update for the Comprehensive and Affiliate AJCCs and recommended the document be submitted to the San Joaquin County BOS for approval and signature. On June 11, 2019, the BOS approved the WIOA MOU Narrative and IFA Update for the Comprehensive and Affiliate AJCCs and the fully executed MOU was sent to the State Board.

#### 2022-2024 MOU Update Development:

On March 31, 2022, initial MOU Update Development meeting was held for all partners.

The three major components of the MOU are as follows:

1. Shared Customers
2. Shared Services
3. Shared Costs

San Joaquin County utilized the existing MOUs as a foundation to negotiate the three major components; working with all of the required partners in the Local Area to develop an agreement regarding the operations of the local system and building upon them to determine how to best support the established service delivery model with an updated IFA that addresses shared resources and costs.

### **Determining Benefit Received by Partners**

Local Boards were required to determine whether an AJCC partner is receiving benefit from the AJCC or system. If benefit is being received, the AJCC partner's proportionate share of infrastructure costs must be calculated in accordance with Uniform Guidance and based on a reasonable cost allocation methodology, whereby infrastructure costs are charged to each partner in proportion to their use of the AJCC(s). All costs must be allowable, reasonable, necessary, and allocable (WIOA Section 678.715).

Partners who are physically co-located in the AJCC(s) are considered to receive a direct benefit that is allocable, therefore, they must contribute their proportionate share towards infrastructure costs. Partners who are not physically co-located in the AJCC may also be receiving benefit from the AJCC system. However, that benefit still has to be clearly allocable by way of reliable data and a cost methodology that demonstrates the partner's usage of and benefit from the center and its services.

Currently, there is not a statewide data tracking system that can provide accurate and reliable data for allocating the benefit received by non-co-located partners, such as the number of referrals to and from the AJCC and/or usage of AJCC based services and usage of the AJCCs. In order to remain in compliance with Uniform Guidance cost allocability rules, the requirement to contribute to infrastructure costs at this time only applies to those partners who are physically co-located in the job centers.

The state is in the process of implementing the requisite statewide data tracking system, and once such data is available, all non-co-located partners who are receiving benefit from the job centers will also be required to contribute their proportionate share towards infrastructure costs. Consequently, in accordance with state Directive WSD18-12, the Updated MOU must include an assurance from all non-co-located partners that they agree to pay their proportionate share of infrastructure costs once sufficient data is available and the state can determine a methodology to assess cost.

It is important to note that non-co-located partners are still required to contribute to other system costs based on their proportionate share of applicable career services as identified in the Updated MOU, as well as any additional line items the Local Boards and AJCC partners agree to include in the other system costs budget.

Other System Costs, as specified in State Directive WSD18-12, may be included if agreed upon by all parties. As final negotiations with the State EDD continued, agreement was not reached on our proposed Other System Costs for One-Stop Operator and Personnel that benefit the Comprehensive AJCC Stockton Center. This will continue to be a subject of negotiations over the next year and the MOU may be amended in the future. The State EDD has directed job service staff co-located in the comprehensive center not to include personnel related cost at this time, since it will require the negotiation of cost allocation methodology, requiring a thorough review of each position and more direction from the State Agency.

The parties to the agreement finalized the attached draft. The final draft Updated MOU, including IFAs is attached and recommended for WDB approval and signature by the WDB Chair. Once approved and signed, the Updated MOU will be forwarded to the San Joaquin County Board of Supervisors for their consideration, approval, and signature.

ACTION TO BE TAKEN FOLLOWING APPROVAL

1. WDB Chair to sign MOU. (May 25, 2022)
2. Obtain signatures of MOU partners. (May/June 2022)
3. Submit for BOS approval and signature. (June 2022)

\_\_\_\_\_  
ACTION TAKEN: APPROVED:\_\_\_\_\_ DISAPPROVED:\_\_\_\_\_ OTHER:\_\_\_\_\_

BY:\_\_\_\_\_ DATE:\_\_\_\_\_

MOTIONED BY:\_\_\_\_\_ SECONDED BY:\_\_\_\_\_

YES:\_\_\_\_\_

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

**Workforce Innovation and Opportunity Act  
Memorandum of Understanding Narrative Update  
San Joaquin County**

This Memorandum of Understanding (MOU) is entered into to define the roles and responsibilities of each partner as mutually agreed by the parties for the provision of services pursuant to the Workforce Innovation and Opportunity Act (WIOA). The parties to this MOU are: San Joaquin County Board of Supervisors, San Joaquin County Workforce Development Board, Stockton Unified School District, San Joaquin Delta Community College, State Employment Development Department (Wagner-Peyser, Veterans, Trade Adjustment Assistance Act), State Employment Development Department (Unemployment Insurance), State Department of Rehabilitation, San Joaquin County Human Services Agency (TANF/CalWORKs, CalFresh Employment and Training Program, Community Action Partnership), California Indian Manpower Consortium, Inc., California Human Development, San Joaquin County Office of Education, Housing Authority of the County of San Joaquin, San Joaquin County Probation Department, San Joaquin County Department of Child Support Services, and Job Corps.

The parties enter into this MOU for the purpose of creating a quality "AJCC" system and fostering cooperative working relationships to deliver services under the State's America's Job Center of California (AJCC) structure. This MOU shall serve as the framework for providing services to employers, employees, job seekers and others needing workforce services in San Joaquin County.

**I. Purpose**

The WIOA requires that a MOU be developed and executed between the AJCC partners to establish an agreement concerning the operations of the AJCC delivery system. The purpose of the MOU is to establish a cooperative working relationship between the parties and to define their respective roles and responsibilities in achieving the policy objectives. The MOU also serves to establish the framework for providing services to employers, employees, job seekers and others needing workforce services.

**A. State Policy Objectives**

Through the local AJCC structure, the parties to this MOU will coordinate efforts in support of the three main policy objectives established within the California Unified Workforce Development Strategic Plan (State Plan). The three strategies are as follows:

1. Foster demand-driven skills attainment;
2. Enable upward mobility for all Californians; and
3. Align, coordinate, and integrate programs and services.

- B. These objectives will be accomplished by ensuring access to high-quality AJCCs that provide the full range of services available in the community for all customers seeking assistance in:
  - 1. Beginning and/or enhancing their career options;
  - 2. Building basic educational or occupational skills;
  - 3. Earning a postsecondary certificate or degree;
  - 4. Obtaining guidance on how to make career choices; and
  - 5. Seeking to identify and hire skilled workers.
- C. The partners to this MOU will further support the State Plan policy objectives by aligning and coordinating to the greatest extent possible, their respective efforts at the local and regional level within a framework that includes:
  - 1. Sector strategies - aligning workforce and education programs with leading and emergent industry sectors' skills needs.
  - 2. Career Pathways - enabling of progressive skills development through education and training programs, using multiple entry and exit points, so that each level of skills development corresponds with a labor market payoff for those being trained or educated.
  - 3. Regional Partnerships - building partnerships between industry leaders, workforce professionals, education and training providers, and economic development leaders to engage workforce and education policies that support regional economic growth.
  - 4. Earn and Learn Models - using training and education "best practices" that combine applied learning opportunities with material compensation while facilitating skills development in the context of actual labor market participation.
  - 5. Supportive Services - providing ancillary services like childcare, transportation, and counseling to overcome barriers and facilitate program completion and transition to employment.
  - 6. Creating Cross-System Data Capacity - using diagnostic labor market data to assess where to target investment and facilitate the measurement of effectiveness over time.
  - 7. Integrated service delivery - braiding resources and coordinating services at the local level to meet the needs of local business and individual job seekers.

## **II. Local/Regional Vision and Mission Statement**

### **A. Vision**

Our vision for this area and region is a prosperous and growing economy supported

by an abundance of livable-wage careers performed by a local workforce that is well prepared, appropriately skilled, and fully capable of meeting the current and future needs of local and regional employers.

B. Mission

Our mission is to implement the Workforce Innovation and Opportunity Act by strategically leveraging and integrating community resources to cultivate demand driven skill attainment that meets the evolving needs of business and accelerates the upward mobility of the labor force.

III. **Required Partner Programs**

The parties to this MOU have agreed to work together to better serve mutual and common customers and actively participate in an integrated system of delivery enhanced by a broad coalition of partners required under WIOA. These required partners include local/regional representatives of the following programs:

- A. WIOA Title I Adult, Dislocated Worker, and Youth (Employment and Economic Development Department)
- B. WIOA Title II Adult Education and Literacy (Stockton Unified School District Adult Ed Representative)
- C. WIOA Title III Wagner-Peyser (Employment Development Department)
- D. WIOA Title IV Vocational Rehabilitation (Department of Rehabilitation)
- E. Temporary Assistance for Needy Families/CalWORKs (Human Services Agency)
- F. Carl Perkins Career Technical Education (San Joaquin Delta College)
- G. CalFresh Employment and Training Program (HSA)
- H. Job Corps (Job Corps Northern California Outreach & Admissions)
- I. Native American Programs – WIOA Section 166 – (California Indian Manpower Consortium)
- J. Migrant Seasonal Farmworkers – WIOA Section 167 – (California Human Development)
- K. Veterans (EDD)
- L. YouthBuild (County Office of Education)

- M. Trade Adjustment Assistance Act (EDD)
- N. Community Services Block Grant (HSA)
- O. Housing & Urban Development (Housing Authority of the County of San Joaquin)
- P. Unemployment Compensation (EDD)
- Q. Second Chance (San Joaquin County Probation Department)
- R. Child Support Services (San Joaquin County Department of Child Support Services)

Individuals authorized to sign this MOU on behalf of the partner organization are identified on the Signature Page labeled Attachment A. The absence of a signature of a required partner to this MOU shall not affect the joint, on-going activities of the remaining parties to this document.

#### **IV. AJCC System, Services**

The AJCC System in San Joaquin County will consist of one comprehensive AJCC and multiple access points throughout the county. AJCC basic career services will be accessible 24 hours a day, seven days a week through the internet, primarily through CalJOBS and other partner websites, where available. Each partner's services (Basic Career, Individualized and Training) will be integrated into the system as identified in the Attachment B.

- A. The AJCC will provide Basic Career Services which are available to all Adults and Dislocated workers. Basic Career Services include but are not limited to the following:
  - 1. Determination of eligibility to receive WIOA Career and/or Training services;
  - 2. Outreach, intake and orientation to the information and other services available through the AJCC system;
  - 3. Initial assessment of skill levels (including literacy, numeracy, and English language proficiency), aptitudes, abilities, skill gaps and supportive service needs;
  - 4. Labor exchange services including job search and placement assistance, and where needed by an individual, career counseling including the provision of information on in-demand industry sectors/occupations, the provision of information on nontraditional employment, and job vacancy listings in labor market areas;

5. Referral and coordination of activities with other programs and services including AJCC system partners and additional workforce development programs;
  6. Workforce and labor market employment statistics information, including the provision of accurate information relating to local, regional, State-wide, and national labor market areas, including: information on job skills necessary to obtain the vacant jobs listed; and information relating to local occupations in demand and the earnings, skill requirements, and opportunities for advancement for those jobs;
  7. Provision of performance information and program cost information on eligible providers of training services by program and type of providers;
  8. Provision of information about how the local area is performing on performance accountability measures, as well as any additional performance information relating to the area's AJCC delivery system;
  9. Information relating to the availability of supportive services or assistance, and appropriate referrals to those services and assistance, including child care; child support; medical or child health assistance available through the State's Medicaid program and Children's Health Insurance Program; benefits under the Supplemental Nutrition Assistance program (SNAP); assistance through the earned income tax credit; housing counseling and assistance services through the U.S. Department of Housing and Urban Development; and assistance under a State program for Temporary Assistance for Needy Families (TANF), and other supportive services and transportation provided through that program;
  10. Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA; and
  11. Provision of information and assistance regarding filing claims under UI programs including meaningful assistance to individuals seeking assistance in filing a claim. Meaningful assistance means providing assistance on-site using staff who are properly trained in UI claims, filing, and/or the acceptance of information necessary to file a claim, or by phone or via other technology, as long as the assistance is provided by trained and available staff within a reasonable time.
- B. The AJCC will provide Individualized Career Services upon determination by AJCC staff that said services are appropriate for an individual to obtain or retain employment. Individualized Career Services shall be made available in all comprehensive AJCCs. Recent assessments conducted by partner programs may be utilized to determine if Individualized Career Services would be appropriate. These services include:

1. Comprehensive and specialized assessments of the skill levels and service needs which may include diagnostic testing and use of other assessment tools, and in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals;
2. Development of an individual career plan, to identify the career goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve his or her career goals, including the list of, and information about, eligible training providers;
3. Group and/or individual counseling and mentoring;
4. Career planning (e.g. case management);
5. Short-term term pre-vocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct to prepare individuals for unsubsidized employment or training; in some instances, pre-apprenticeship programs may be considered as short-term prevocational services;
6. Internships and work experiences that are linked to careers;
7. Workforce preparation activities that help an individual acquire a combination of basic academic skills, critical thinking skills, digital literacy skills, and self-management skills, including competencies in utilizing resources, using information, working with others, understanding systems, and obtaining skills necessary for successful transition into and completion of postsecondary education, or training, or employment;
8. Financial literacy services;
9. Out-of-Area job search assistance and relocation assistance;
10. English language acquisition and integrated education and training programs; and
11. Follow-up services made available, including counseling regarding the workplace, for participants in WIOA activities who are placed in unsubsidized employment, for not less than 12 months after the first day of the employment, as appropriate.

- C. The AJCC will provide Training Services for eligible individuals through Individual Training Accounts (ITA) and/or other training administration methods permitted under WIOA. Training Services may be provided if AJCC staff determine, after an interview, and/or evaluation or assessment, and career planning, that the individual:
1. Is unlikely or unable to obtain or retain employment that leads to economic self-sufficiency or wages comparable to or higher than wages from previous employment through career services alone;
  2. Is in need of Training Services to obtain or retain employment that leads to economic self-sufficiency or wages comparable to or higher than wages from previous employment, through career services alone; and
  3. Has the skills and qualifications to successfully participate in the selected program of Training Services.

Training services may include:

4. Occupational skills training, including training for non-traditional employment and occupational skills training that integrates English-language and math instruction needed to succeed on the job;
5. On-the-Job Training (OJT);
6. Programs that combine workplace training with related instruction, which may include cooperative education programs;
7. Training programs operated by the private sector;
8. Skill upgrading and retraining;
9. Entrepreneurial training; and
10. Apprenticeship and Pre-Apprenticeship Skills Training.

**V. Responsibility of AJCC Partners**

The parties to this MOU agree to share the responsibility for planning, implementing and operating the AJCC delivery system. This MOU describes the cooperative working relationship between the parties and defines the respective roles and responsibilities in ensuring access to high-quality services through the AJCC system. The MOU also serves to establish the framework for providing services to employers, employees, job seekers and others needing workforce services.

The AJCC partner agrees to:

- A. Participate in joint planning, plan development, and modification of activities to accomplish the following:
  - 1. Continuous partnership building;
  - 2. Continuous planning in response to State and federal requirements;
  - 3. Responsiveness to local and economic conditions, including employer needs; and
  - 4. Adherence to common data collection and reporting needs.
- B. Make available to customers the applicable service(s) of the partner programs through the AJCC delivery system;
- C. Participate in the operation of the AJCC system, consistent with the terms of the MOU and requirements of authorized laws, rules and regulations; and
- D. Participate in capacity building and staff development activities to help ensure that all partners and staff are adequately cross-trained.

#### **VI. Infrastructure Funding Agreement and Other Shared System Costs**

The parties to this MOU agreed to negotiate and implement a cost sharing plan by December 31, 2017, under Phase II of the MOU development process as described in the State Employment Development Department (EDD), Workforce Services Directives WSD15-12, WSD16-09, and WSD16-22. The Infrastructure Funding Agreements (IFAs) and Other System Costs agreements shall be negotiated separately. Once finalized, the cost sharing agreements shall be incorporated into this MOU as attachments 2 and 3.

#### **VII. Methods for Referring Customers**

Each partner to this MOU is committed to a referral process that incorporates the vision of a customer-centered system and will create processes and policies to support this vision. The referral processes will be incorporated as an attachment and will do the following:

- A. Ensure that intake and referral processes are customer-centered and provided by staff trained in customer service;
- B. Ensure that general information regarding AJCC programs, services, activities and resources shall be made available to all customers as appropriate;

- C. Describe how customer referrals are made electronically, through traditional correspondence, verbally or through other means determined in cooperation with partners and operators; and
- D. Describe how AJCC partner will provide a direct link or access to other AJCC partner staff that provide meaningful information or service, through the use of co-location, cross information sharing, or real-time technology (two-way communication and interaction with AJCC partners that results in services needed by the customer).

#### **VIII. Access for Individuals with Barriers to Employment**

Each partner to this MOU is committed to ensuring individuals with barriers to employment are able to access the services needed to meet their employment and training needs. Within this commitment, the partners also recognize the need to offer priority of services to eligible veterans and their spouses, recipients of public assistance and other low-income individuals, or individuals who are basic skills deficient, when providing Individualized Career Services and Training Services with WIOA Adult funds, and as appropriate, based on federal, State and local policy.

Individuals with barriers to employment shall be defined as:

- A. An individual with any characteristic that substantially limits an individual's ability to obtain employment, including indicators of poor work history, lack of work experience, or access to employment in nontraditional occupations, long-term unemployment, lack of educational or occupational skills attainment, dislocation from high-wage and high-benefit employment, low levels of literacy or English proficiency, disability status, or welfare dependency, including members of all of the following groups:

Displaced homemakers; Low income individuals; Indians, Alaska Native, and Native Hawaiians as those terms are defined in [Section 3221 of Title 29 of the United States Code](#); Individuals with disabilities, including youth who are individuals with disabilities; Older individuals; Ex-offenders; Homeless individuals or homeless children as defined in [Section 14043e-2\(6\) of Title 42 of the United States Code](#), and homeless children and youths, as defined in [Section 11434a\(2\) of Title 42 of the United States Code](#); Youth who are in or have aged out of the foster care system; Individuals who are English language learners, individuals who have low levels of literacy and individuals facing substantial cultural barriers; Eligible migrant and seasonal farm workers, as defined in [Section 3322\(i\) of Title 29 of the United States Code](#); Individuals within two years of exhausting lifetime eligibility under Part A of Title IV of the Social Security Act ([42 U.S.C. Sec. 601 et seq.](#)) (TANF); Single parents (including single, pregnant women); Long-term unemployed individuals; Transgender and gender nonconforming individuals; and any other groups as the Governor determines to have barriers to employment.

**IX. Shared Technology and System Security**

WIOA emphasizes technology as a critical tool for making all aspects of information exchange possible, including client tracking, common case management, reporting, and data collection. To support the use of these tools, each AJCC Partner agrees to the following:

- A. Comply with the applicable provisions of the WIOA, Welfare and Institutions Code, California Education Code, Rehabilitation Act, and any other appropriate statutes or requirements.
- B. Abide by the principles of common reporting and shared information through electronic mechanisms, including shared technology.
- C. Commit to share information to the greatest extent allowable under their governing legislation and confidentiality requirements.
- D. Maintain all records of the AJCC customers or partners (e.g. applications, eligibility and referral records, or any other individual records related to services provided under this MOU) in the strictest confidence, and use them solely for purposes directly related to such services.
- E. Develop technological enhancements that allow interfaces of common information needs, as appropriate.
- F. Understand that system security provisions shall be agreed upon by all partners.

**X. Confidentiality**

The AJCC partner agrees to comply with the provisions of the WIOA as well as the applicable sections of the Welfare and Institutions Code, the California Education Code, the Rehabilitation Act, and any other appropriate statute or requirement to assure the following:

- A. All applications and individual records related to services provided under this MOU, including eligibility for services and enrollment and referral, shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery of such services.
- B. No person will publish, disclose, use, or permit, cause to be published, disclosed or used, any confidential information pertaining to AJCC applicants, participants, or customers overall unless a specific release is voluntarily signed by the participant or customer.
- C. AJCC partners shall abide by the current confidentiality provisions of the respective statutes to which AJCC operators and other AJCC partners must adhere, and shall

share information necessary for the administration of the program as allowed under law and regulation. The AJCC partner, therefore, agrees to share client information necessary for the provision of services such as assessment, universal intake, program or training referral, job development or placement activities, and other services as needed for employment or program support purposes.

- D. Client information shall be shared solely for the purpose of enrollment, referral or provision of services. In carrying out their respective responsibilities, each party shall respect and abide by the confidentiality policies of the other parties.

#### **XI. Non-Discrimination and Equal Opportunity**

Parties to this MOU shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment, or AJCC applicant due to gender, race, color, ancestry, religion, political affiliation or belief, citizenship, national origin (including Limited English proficiency), physical disability, mental disability, medical condition(s), age, marital status, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), veteran status, or any other status protected by law. AJCC partner agencies and organizations shall comply with all labor laws and regulations regarding workforce management. Specifically, the provisions of the Fair Employment and Housing Act (Government Code Section 12990) and the State Department of Social Services Manual of Policies and Procedures, Sections 23-604.38(d) and related applicable regulations.

Parties to this MOU assure compliance with the Americans with Disabilities Act of 1990 (ADA) and its amendments, which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

#### **XII. Grievances and Complaints Procedure**

The AJCC partner agrees to establish and maintain a procedure for grievance and complaints as outlined in the WIOA. The process for handling grievances and complaints is applicable to customers and partners. These procedures will allow the customer or entity filing the complaint to exhaust every administrative level in receiving a fair and complete hearing and resolution of their grievance. The partner further agrees to communicate openly and directly to resolve any problems or disputes related to the provision of services in a cooperative manner and at the lowest level of intervention possible.

#### **XIII. American's with Disabilities Act and Amendments Compliance**

The AJCC partner agrees to ensure that the policies and procedures as well as the programs and services provided at the AJCC are in compliance with the Americans with Disabilities Act and its amendments. Additionally, partners agree to fully comply with the provisions of the WIOA, Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, 29CFR Part 37 and all other rules and regulations implementing the aforementioned laws.

**XIV. Effective Dates and Term of MOU**

This MOU shall be binding upon each party hereto upon execution by such party. The initial MOU term shall be three years, commencing on July 1, 2016, the date of execution by all parties. The MOU will be reviewed not less than once every three years to identify any substantial changes that have occurred. This amended MOU term shall be three years, commencing on July 1, 2022, the date of execution by all parties.

**XV. Modifications and Revisions**

This MOU, referenced attachments, and amendments constitutes the entire agreement between the parties and no oral understanding not incorporated herein shall be binding on any of the parties hereto. This MOU may be modified, altered, or revised, as necessary, by mutual consent of the parties, by the issuance of a written amendment, signed and dated by the parties.

The parties to this MOU agree that the partner services listed in Attachment B may be updated as necessary without formal modification and signature of the parties hereto. Notification of an update to Attachment B shall be communicated in writing to all parties within 15 days.

**XVI. Termination**

The parties understand that implementation of the AJCC system is dependent on the good faith effort of partners to work together to improve services to the community. The parties also agree that this is a project where different ways of working together and providing services are being explored. In the event that it becomes necessary for one or more parties to cease being a part of this MOU, said entity shall notify the other parties, in writing, 30 days in advance of that intention.

**XVII. Administrative and Operations Management Sections**

**A. License for Use**

During the term of this MOU, all partners to this MOU shall have a license to use all of the space of the AJCCs for the sole purpose of conducting acceptable AJCC services as outlined herein.

**B. Supervision/Day to Day Operations**

The day-to-day supervision of staff assigned to the AJCCs will be the responsibility of the site supervisor(s). The original employer of staff assigned to the AJCCs will continue to set the priorities of its staff. Any change in work assignments or any problems at the worksite will be handled by the site supervisor(s) and the management of the original employer.

The office hours for the staff at the AJCCs will be established by the site supervisor(s) and the primary employer. All staff will comply with the holiday schedule of their primary employer and will provide a copy of their holiday schedule to the operator and host agency at the beginning of each fiscal year.

Disciplinary actions may result in removal of co-located staff from the AJCCs and each party will take appropriate action.

Each party shall be solely liable and responsible for providing to, or on behalf of, its employee(s), all legally-required employee benefits. In addition, each party shall be solely responsive and save all other parties harmless from all matters relating to payment of each party's employee(s), including compliance with social security withholding, workers' compensation, and all other regulations governing such matters.

Nothing within this MOU is intended to circumvent or supersede the benefits or rights established under collective bargaining agreements of the partners' employees working within the AJCC system.

**B. Dispute Resolution**

The parties agree to try to resolve policy or practice disputes at the lowest level, starting with the site supervisor(s) and staff. If issues cannot be resolved at this level, they shall be referred to the management staff of the respective staff employer and the operator, for discussion and resolution.

**C. Press Releases and Communications**

To the extent possible, all parties shall be included when communicating with the press, television, radio or any other form of media regarding its duties or performance under this MOU. Participation of each party in press/media presentations will be determined by each party's public relations policies. Unless otherwise directed by the other parties, in all communications, each party shall make specific reference to all other parties.

The parties agree to utilize the AJCC logo developed by the State of California and the Local Board on and/or within buildings identified for AJCC usage. To the extent possible, branding of the AJCC may also include use of the logo on letterhead, envelopes, business cards, written correspondence, and fax transmittals related to the provision of WIOA services.

D. Hold Harmless/Indemnification/Liability

In accordance with provisions of Section 895.4 of the California Government Code, each party hereby agrees to indemnify, defend and hold harmless all other parties identified in this MOU from and against any and all claims, demands, damages and costs arising out of or resulting from any acts or omissions which arise from the performance of the obligations by such indemnifying party pursuant to this MOU. In addition, except for Departments of the State of California which cannot provide for indemnification of court costs and attorney fees under the indemnification policy of the State of California, all other parties to this MOU agree to indemnify, defend and hold harmless each other from and against all court costs and attorney fees arising out of or resulting from any acts or omissions which arise from the performance of the obligations by such indemnifying party pursuant to this MOU. It is understood and agreed that all indemnity provided herein shall survive the termination of this MOU.

Partner/Program	
<b>Basic Career Services</b>	
WIOA Title I Program Eligibility	Y
Outreach, Intake, Orientation	Y
Initial Assessment	Y
Labor Exchange, Job Search Assistance	Y
Referrals to One Stop Partners	Y
Labor Market Information	Y
Performance and cost Information Training Providers on ETP	Y
Support Service Information	Y
UI Information and Assistance	Y
Financial Aid Information	Y
<b>Individualized Career Services</b>	
Comprehensive Assessment	Y
Individual Employment Plan	Y
Career Plan, Counseling	Y
Short Term Pre-Vocational Services	Y
Internships, Work Experience	Y
Out of Area Job Search	Y
Financial Literacy	Y
English Language Acquisition	Y
Workforce Preparation	Y
Follow Up Services	Y
WIOA TITLE I, ADULT, DW, YOUTH	
WIOA TITLE III EDD-WAGNER PEYSER	
WIOA TITLE II ADULT EDUCATION & LITERACY	
WIOA TITLE IV - VOCATIONAL REHABILITATION	
CAREER/TECHNICAL EDUCATION	
JOB CORPS	
MIGRANT SEASONAL FARMWORKERS	
EDD - VETERANS	
YOUTHBUILD	
EDD - TRADE ADJUSTMENT ASSISTANCE ACT	
COMMUNITY ACTION	
EDD - UNEMPLOYMENT INSURANCE	
PROBATION SECOND CHANGE	
TANF/CAL WORKS -HUMAN SERVICES AGENCY	
CALFRESH EMPLOYMENT AND TRAINING	
HOUSING AUTHORITY	
DEPARTMENT OF CHILD SUPPORT SERVICES	
NATIVE AMERICAN PROGRAM	

Partner/Program	
<b>Training Services</b>	
Occupational Skills Training	Y
On the Job Training	Y
Programs that combine workplace training with related instruction (including cooperative education programs)	Y
Skill upgrade and retraining	
Entrepreneurial Training	Y
Apprenticeship and Pre-Apprenticeship skills training	Y
Customized Training (as defined by WIOA)	Y
Incumbent Worker Training	Y
Pay for performance Training	
Job readiness training	Y
	WIOA TITLE I, ADULT, DW, YOUTH
	WIOA TITLE III EDD-WAGNER PEYSER
	WIOA TITLE II ADULT EDUCATION & LITERACY
	WIOA TITLE IV - VOCATIONAL REHABILITATION
	CAREER/TECHNICAL EDUCATION
	JOB CORPS
	MIGRANT SEASONAL FARMWORKERS
	EDD - VETERANS
	YOUTHBUILD
	EDD - TRADE ADJUSTMENT ASSISTANCE ACT
	COMMUNITY ACTION
	EDD - UNEMPLOYMENT INSURANCE
	PROBATION SECOND CHANGE
	TANF/CAL WORKS -HUMAN SERVICES AGENCY
	CALFRESH EMPLOYMENT AND TRAINING
	HOUSING AUTHORITY
	DEPARTMENT OF CHILD SUPPORT SERVICES
	NATIVE AMERICAN PROGRAM

**Workforce Innovation and Opportunity Act  
Memorandum of Understanding Update  
Infrastructure Funding Agreement and Other Shared System Costs Budget  
San Joaquin County**

<u>Table of Contents</u>	
<b>1. Process and Development</b>	<b>Page 3</b>
<b>2. Sharing Infrastructure Costs</b>	<b>Page 8</b>
Chosen Options: Each AJCC/Network of AJCCs	Page 8
AJCC(s) / Co-located Partners	Page 9
Infrastructure Cost Allocation Methodology	Page 12
Initial Proportionate Share Allocated to Each Colocated Partner	Page 12
Third-Party In-Kind Contributions to Support the AJCC System as a Whole	Page 13
<b>AJCC Infrastructure Budgets</b>	<b>Page 14</b>
Stockton WorkNet AJCC	Page 14
CHD/Lodi WorkNet AJCC	Page 17
Delta College WorkNet AJCC	Page 20
Tracy WorkNet AJCC	Page 23
Manteca WorkNet AJCC	Page 26
<b>3. Sharing Other AJCC System Costs</b>	<b>Page 29</b>
AJCC Partners Sharing Other AJCC System Costs	Page 29

Career Services Applicable to Each AJCC Partner	Page 30
Required Consolidated Budget for the Delivery of Applicable Career Services	Page 34
Partner Agreement to Share Other AJCC System Costs	Page 37
Signature Pages:	<b>Page 38</b>
Colocated Partners Sharing AJCC Infrastructure Costs	Page 39
Non-Colocated Partners Sharing AJCC Infrastructure Costs When Benefit Data are Available	Page 44

**Process and Development**

Local Workforce Development Area (Local Area): San Joaquin County

Date Submitted: June 30, 2022 (Due no later than 6/30/22.)

Attachment: Signed MOU Narrative

**1. The period of time this agreement is effective:**

The term of this update to the MOU shall be three years, commencing on July 1, 2022, the date of execution of by all parties. The MOU will be reviewed not less than once every three years to identify any substantial changes that have occurred.

**2. Identification of all America's Job Center of California<sup>SM</sup> (AJCC) partners, Chief Elected Official (CEO), and Local Board participating in the infrastructure and other system costs funding agreements.**

CEO:

**San Joaquin County Board of Supervisors Chair Chuck Winn**

Local Board:

**San Joaquin County Workforce Development Board**

**AJCC Partners Participating in the Infrastructure Funding Agreement (IFA):**

**San Joaquin County Employment and Economic Development Department**

**California Human Development**

**San Joaquin Delta College**

**State of California Employment Development Department**

## **Manteca Unified Adult School**

AJCC Partners Participating in the Shared Other System Costs Agreement:

### **Employment and Economic Development Department (EEDD)**

3. Steps the Local Board, CEO, and AJCC partners took to reach consensus and/or an assurance that the Local Area followed guidance for the state infrastructure funding mechanism.

Partners attended CWA sponsored MOU Phase II training October 25, 2016  
Meeting with Partners for MOU Update April 4, 2019

Individual meetings and electronic communication with each partner for MOU Update in April and May 2019

WDB approval of MOU Update May 22, 2019

San Joaquin County Board of Supervisors approval of MOU Update June 11, 2019

Initial Meeting with Partners for MOU Update March 31, 2022

Individual meetings and electronic communication with each partner for MOU Update in April and May 2022

WDB approval of MOU Update May 25, 2022

San Joaquin County Board of Supervisors approval of MOU Update June 7, 2022

A. Considering the structure of our Local Area, partners' budget development involved one Comprehensive and four Affiliate AJCCs. The participants involved in the Comprehensive and Affiliate Centers' infrastructure and other system costs include:

1. San Joaquin County Board of Supervisors as the Chief Local Elected Official body for Workforce Innovation and Opportunity Act (WIOA)
2. San Joaquin County Workforce Development Board (SJCWDB)
3. AJCC Partners participating in the Infrastructure Funding Agreement (IFA):
  - a) San Joaquin County Employment and Economic Development Department SJCWDB for WIOA
  - b) California Human Development

c) San Joaquin Delta College

d) State of California Employment Development Department

e) Manteca Unified Adult School

4. AJCC Partners participating in the Shared System Costs Agreement:

a. Employment and Economic Development Department (EEDD)

B. Process for Resource Sharing Agreement Consensus

The required partner agencies met on March 31, 2022 and in subsequent individual partner meetings. During those meetings the partners discussed the requirements for participating in the Comprehensive AJCC infrastructure, and/or the overall system costs. The partners that are not co-located agreed to obtain required information from their agencies in order to describe the other system costs required by the MOU.

MOU Section VI identifies funding of services and operational costs. For purposes of calculating infrastructure costs, center square footage was used as the methodology for calculations of center costs. The partners informed their organizations of the costs that will be the basis for negotiating resource sharing, as well as the level required from each. This support may be in the form of cash, in-kind service or other means in future years.

The co-located partners reviewed the current costs for maintaining the Stockton WorkNet Comprehensive AJCC. The funding stream break out for the current co-located partners is:

- 56.9% EEDD - WIOA Title I Adult, Dislocated Worker, and Youth Programs
- 43.1%EEDD - Wagner-Peyser, Veterans, and Trade Adjustment Assistance Act

The co-located partners reviewed the current costs for maintaining the CHD Lodi WorkNet Affiliate AJCC. The funding stream break out for the current co-located partners is:

- 17.5% EEDD - WIOA Title I Adult, Dislocated Worker, and Youth Programs

- 82.5% CHD – WIOA Section 167 – Migrant Seasonal Farmworkers

The co-located partners reviewed the current costs for maintaining the Delta WorkNet Affiliate AJCC. The funding stream break out for the current co-located partners is:

- 77.4% EEDD - WIOA Title I Adult, Dislocated Worker, and Youth Programs
- 22.6% San Joaquin Delta Community College – Career and Technical Education

The co-located partners reviewed the current costs for maintaining the Tracy WorkNet Affiliate AJCC. The funding stream break out for the current co-located partners is:

- 74.9% EEDD - WIOA Title I Adult, Dislocated Worker, and Youth Programs
- 25.1% EDD - Wagner-Peyser; Veterans; and Trade Adjustment Assistance Act

The co-located partners reviewed the current costs for maintaining the Manteca Adult School WorkNet Affiliate AJCC. The funding stream break out for the current co-located partners is:

- 10.6% EEDD - WIOA Title I Adult, Dislocated Worker, and Youth Programs
- 89.4% Manteca Adult School – WIOA Title II Adult Education and Literacy

4. A description of the process to be used among partners to resolve issues during the MOU duration period when consensus cannot be reached.

The AJCC partners agree to communicate openly and directly to resolve any problems or disputes related to negotiating cost allocations and the fair and equitable contribution to the costs of maintaining the AJCCs in the community. The partners agree to work in a cooperative manner and to resolve any disputes at the lowest level of intervention possible. If disputes cannot be resolved at the AJCC level, the issue will be brought to the attention of the SJCWDB Regional Advisor who will attempt to mediate. Issues will be brought to the appropriate principals of the mandated partners as a last resort.

5. A description of the periodic modification and review process that will be used to ensure all AJCC partners continue to contribute their fair and equitable share of infrastructure and other system costs, including the identification of who will fulfill this responsibility.

The SJWCDB staff will review the infrastructure costs annually. The basis for determining overall costs will be the space and operating costs assigned in the overall San Joaquin County EEDD budget. In addition, actual costs for contracts, equipment, and/or other items or services benefiting the workforce system will be included. A progress report will be made available to the required partners based on second quarter expenses recorded annually. The fiscal information available by the end of the third quarter of every fiscal year will be the basis for proposed modifications, and will be taken to the required partners for negotiation of each partner's fair and equitable share of costs. Modifications to the allocations will be implemented in the following fiscal year.

Assurance from all non-colocated partners that they agree to pay their proportionate share of infrastructure costs as soon as sufficient data are available to make such a determination.

The signatories to this MOU Update agree to contribute their proportionate share of infrastructure costs as soon as sufficient data are available to make such a determination. The level of support must be reasonable, necessary, allowable, and allocable according to WIOA and the partner funding source. Costs will be negotiated based on the data provided by the State, regulations and directives issued by the partner funding source, and locally agreed upon methodology for cost allocation, and agreed upon definitions of benefit.

## Sharing Infrastructure Costs

Budget, Cost Allocation Methodology, Initial Proportionate Share

### MOU Content Requirements (WIOA Section 678.700):

A budget outlining the infrastructure costs for each AJCC in the Local Area with a detailed description of what specific costs are included in each line item.

When establishing the infrastructure cost budget, Local Boards have two options:

Option 1: Develop a separate budget for each AJCC.

Option 2: Develop a consolidated system-wide budget for its network of AJCCs.

Option 3: A mixture of separate and consolidated budgets.

If the Local Board chooses to negotiate infrastructure costs based on their network of AJCCs, rather than center by center, then the budgets for all the AJCCs can be consolidated into one system budget. However, this consolidation may not distort the distribution of costs as they must be attributable to each partner equally and in accordance with the agreed upon cost allocation methodology. Consolidations might allow the “financing” of infrastructure cost between partners more easily. It is not required that each partner contribute to each comprehensive AJCC, as long as their consolidated share of contributions equals their responsibility to pay as determined by the agreed upon cost sharing methodology.

If using Option 3, multiple budgets will need to be included with clear identification of which AJCCs belong to which budget.

The Local Board and AJCC partners have chosen this option for developing the infrastructure cost budget:

☒ Option 1: A separate budget for each AJCC.

☐ Option 2: A consolidated system-wide budget for the network of AJCCs.

☐ Option 3: A mixture of separate and consolidated budgets for the Local Area’s AJCCs.

**AJCCs and Co-located Partners**

- Include all AJCCs Identified in the MOU
- Include if the AJCC is a comprehensive, affiliate, or specialized center.
- Co-located Partner definition: All AJCC partners who have a physical presence within the center, either full time or part time.

**AJCC #1**

Name/Address of the Comprehensive AJCC:

**San Joaquin County WorkNet AJCC**  
**Stockton Center**  
**6221 West Lane, Suite 105**  
**Stockton, CA 95210**

Partners Co-located at This AJCC:

**San Joaquin County Employment and Economic Development Department**  
**State of California Employment Development Department**

**AJCC #2**

Name/Address of the Affiliate AJCC:

**CHD Lodi WorkNet AJCC**  
**631 E. Oak Street**  
**Lodi, CA 95240**

Partners Co-located at This AJCC:

**San Joaquin County Employment and Economic Development Department**  
**California Human Development**

AJCC #3

Name/Address of the Affiliate AJCC:

**Delta College WorkNet AJCC  
DeRicco Student Services Building  
5151 Pacific Ave.  
Stockton, CA 95207**

Partners Co-located at This AJCC:

**San Joaquin County Employment and Economic Development Department  
San Joaquin Delta Community College**

AJCC #4

Name/Address of the Affiliate AJCC:

**Tracy WorkNet AJCC  
543 W. Grant Line Road  
Tracy, CA 95376**

Partners Co-located at This AJCC:

**San Joaquin County Employment and Economic Development Department  
State of California Employment Development Department**

AJCC #5

Name/Address of the Affiliate AJCC:

**Manteca Adult School WorkNet AJCC**  
**2271 West Louise Ave**  
**Manteca, CA 95337**

Partners Co-located at This AJCC:

**San Joaquin County Employment and Economic Development Department**  
**Manteca Unified School District - Adult School**

<b>Cost Allocation Methodology to Share Agreed Upon Infrastructure Costs</b>
--

The Local Board and co-located partners agree to a cost allocation methodology to identify the proportionate share of infrastructure costs each partner will be expected to contribute. The cost allocation methodology adheres to the following:
---

- |  |
|--|
| <ul style="list-style-type: none"><li>- Is consistent with federal laws authorizing each partner's program.</li><li>- Complies with federal cost principles in the Uniform Guidance.</li><li>- Includes only costs that are allowable, reasonable, necessary, and allocable to each program partner.</li><li>- Is based on an agreed upon measure that mathematically determines the proportionate use and benefit received by each partner.</li></ul> |
|--|

<b>Infrastructure Cost Allocation Methodology</b>
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The agreed upon cost allocation methodology:
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The proportion of a partner program's occupancy percentage of the AJCC (square footage). (This might differentiate between dedicated space to partners and common space, where more than one cost center is established so the distribution reflects a fair and equitable distribution of cost.)
---

<b>Initial Proportionate Share of Infrastructure Costs Allocated to Each Colocated Partner</b>
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The initial proportionate share of infrastructure costs allocated to each partner based on the agreed upon cost allocation methodology, each partner's estimated total contribution amount, and whether it will be provided through cash, non-cash (in-kind), and/or third-party in-kind contributions. This initial determination must be periodically reconciled against actual costs incurred and adjusted accordingly. (WIOA Joint Final Rule Section 678.720)
--

AJCC partners (or their respective state entity) may provide cash, non-cash, and third-party in-kind contributions to cover their proportionate share of infrastructure costs. If non-cash or in-kind contributions are used, they cannot include non-infrastructure
--

costs (such as personnel), and they must be valued consistent with Uniform Guidance Section 200.306 to ensure they are fairly evaluated and meet the partner’s proportionate share.

If third-party in-kind contributions are made that support the AJCC(s) as a whole (such as space), that contribution will not count toward a specific partner’s proportionate share of the IFA. Rather, the value of the contribution will be applied to the overall infrastructure budget prior to determining proportionate amounts and thereby reduce the contribution required for all partners.

Third-Party In-Kind Infrastructure Contributions to Support the AJCC As Whole				
Cost Categories	Total Cost	Contributor/s	Value	Balance to Allocate
Rent				-0-
Utilities/Maintenance				-0-
Equipment				-0-
Access Technology				-0-
Common Identifier				-0-
Total Infrastructure Balance to Be Allocated to Colocated Partners:				-0-

AJCC Infrastructure Budget San Joaquin County WorkNet Stockton AJCC			
Cost Category/Line Item	Line Item Cost Detail	Cost	
Rent			
Rental of Facilities		\$248,796	
Rental Costs Subtotal:			\$248,796
Utilities and Maintenance			
Electric		-0-	
Water		-0-	
Sewer Connections		-0-	
High-Speed Internet		\$1,313	
Telephones (Landlines)		\$4,267	
Facility Maintenance Contract		\$38,630	
Utilities and Maintenance Costs Subtotal:			\$44,210
Equipment			
Assessment-related products		-0-	
Assistive technology for individuals with disabilities (Access and Accommodation)		\$736	
Copiers		\$7,411	
Computers		\$15,681	
Other tangible equipment used to serve all center customers (not specific to an individual program partner)	(Servers and Software)	\$20,866	
Equipment Costs Subtotal:			\$44,694

Technology to Facilitate Access to the AJCC			
Technology used for the center's planning and outreach activities	Career Hub Client Outreach Texting	\$1,943	
Cost of creation and maintenance of a center website (not specific to an individual program partner) that provides outreach to customers by providing information on AJCC services and/or provides direct service access to AJCC services			
Website Address: <a href="http://www.sicworknet.org">www.sicworknet.org</a>			
(Does not include data systems or case management systems specific to individual program partners.)		-0-	
ADA Signage		\$200	
Technology to Facilitate Access Costs Subtotal:			\$2,143
Common Identifier Costs (Local Option, If Agreed To By All Colocated Partners)			
Creating AJCC Signage		\$500	
Updating Templates and Materials		\$1,000	
Updating Electronic Resources		\$1,000	
Common Identifier Subtotal:			\$2,500

SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS					
Cost Category					Total Cost
Subtotal: Rental Costs					\$248,796
Subtotal: Utilities and Maintenance Costs					\$44,210
Subtotal: Equipment Costs					\$44,694
Subtotal: Technology to Facilitate Access Costs					\$2,143
Subtotal: Common Identifier Costs					\$2,500
TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/Network:					\$342,343
Initial Allocation of Proportionate Share of Infrastructure Costs for Colocated Partners					
Colocated Partner/s	Shared Infra-structure Costs	Application of Methodology	Allocated Initial Share	Amount: Cash	Amount: In-Kind
Partner 1: EEDD	\$194,661	Based on historical contributions	56.9%	\$194,661	\$-0-
Partner 2: EDD	\$147,682	Based on historical contributions	43.1%	\$147,682	\$-0-

**AJCC Infrastructure Budget  
CHD Lodi WorkNet AJCC**

<b>Cost Category/Line Item</b>		<b>Line Item Cost Detail</b>	<b>Cost</b>
<b>Rent</b>			
Rental of Facilities		\$106,272	
<b>Rental Costs Subtotal:</b>			<b>\$106,272</b>
<b>Utilities and Maintenance</b>			
Electric		\$10,800	
Water		\$4,176	
Sewer Connections		\$5,611	
High Speed Internet		\$1,608	
Telephones (Landlines)		\$16,836	
Facility Maintenance Contract		\$6,839	
<b>Utilities and Maintenance Costs Subtotal:</b>			<b>\$45,870</b>
<b>Equipment</b>			
Assessment-related products		-0-	
Assistive technology for individuals with disabilities (Access and Accommodation)		\$420	
Copiers		\$19,511	
Computers		\$6,576	
Other tangible equipment used to serve all center customers (not specific to an individual program partner)	(Servers and Software)	\$22,493	
Specify Other Tangible Equipment			
<b>Equipment Costs Subtotal:</b>			<b>\$49,000</b>

Technology to Facilitate Access to the AJCC		
Technology used for the center's planning and outreach activities	-0-	
Specify the Technology		
Cost of creation and maintenance of a center website (not specific to an individual program partner) that provides outreach to customers by providing information on AJCC services and/or provides direct service access to AJCC services		
Website Address: <a href="http://www.sicworknet.org">www.sicworknet.org</a>		
(Does not include data systems or case management systems specific to individual program partners.)	-0-	
ADA Signage	-0-	
Technology to Facilitate Access Costs Subtotal:		\$-0-
Common Identifier Costs (Local Option, If Agreed To By All Colocated Partners)		
Creating AJCC Signage	-0-	
Updating Templates and Materials	-0-	
Updating Electronic Resources	-0-	
Common Identifier Subtotal:		-0-

SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS	
Cost Category	Total Cost
Subtotal: Rental Costs	\$106,272
Subtotal: Utilities and Maintenance Costs	\$45,870
Subtotal: Equipment Costs	\$49,000
Subtotal: Technology to Facilitate Access Costs	-0-
Subtotal: Common Identifier Costs	-0-
<b>TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/Network:</b>	<b>\$201,142</b>

Initial Allocation of Proportionate Share of Infrastructure Costs for Colocated Partners					
Colocated Partner/s	Shared Infrastructure Costs	Application of Methodology	Allocated Initial Share	Amount: Cash	Amount: In-Kind
Partner 1: EEDD	\$35,156	Square Footage of Center = 17.5% of Center	17.5%	\$35,156	-0-
Partner 2: CHD	\$165,986	Square Footage of Center = 82.5% of Center	82.5%	\$165,986	-0-

AJCC Infrastructure Budget Delta College WorkNet AJCC			
Cost Category/Line Item	Line Item Cost Detail	Cost	
Rent			
Rental of Facilities		\$28,149	
Rental Costs Subtotal:			\$28,149
Utilities and Maintenance			
Electric		\$1,541	
Water		\$59	
Sewer Connections		\$496	
High-Speed Internet		-0-	
Telephones (Landlines)		\$9,670	
Facility Maintenance Contract		\$679	
Utilities and Maintenance Costs Subtotal:			\$12,445
Equipment			
Assessment-related products		-0-	
Assistive technology for individuals with disabilities (Access and Accommodation)		\$420	
Copiers		\$7,924	
Computers		\$4,376	
Other tangible equipment used to serve all center customers (not specific to an individual program partner)	(Servers and Software)	\$5,311	
Specify Other Tangible Equipment			
Equipment Costs Subtotal:			\$18,031

Technology to Facilitate Access to the AJCC		
Technology used for the center's planning and outreach activities	-0-	
Specify the Technology		
Cost of creation and maintenance of a center website (not specific to an individual program partner) that provides outreach to customers by providing information on AJCC services and/or provides direct service access to AJCC services		
Website Address: <a href="http://www.sicworknet.org">www.sicworknet.org</a>		
(Does not include data systems or case management systems specific to individual program partners.)	-0-	
ADA Signage	-0-	
Technology to Facilitate Access Costs Subtotal:		-0-
Common Identifier Costs (Local Option, If Agreed To By All Colocated Partners)		
Creating AJCC Signage	-0-	
Updating Templates and Materials	-0-	
Updating Electronic Resources	-0-	
Common Identifier Subtotal:		-0-

SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS	
Cost Category	Total Cost
Subtotal: Rental Costs	\$28,149
Subtotal: Utilities and Maintenance Costs	\$12,445
Subtotal: Equipment Costs	\$18,031
Subtotal: Technology to Facilitate Access Costs	-0-
Subtotal: Common Identifier Costs	-0-
TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/Network:	
	\$58,625

Initial Allocation of Proportionate Share of Infrastructure Costs for Colocated Partners					
Colocated Partner/s	Shared Infra-structure Costs	Application of Methodology	Allocated Initial Share	Amount: Cash	Amount: In-Kind
Partner 1: EEDD	\$45,401	Based on historical contributions	77.4%	\$45,401	\$-0-
Partner 2: Delta College	\$13,224	Based on historical contributions	22.6%	\$13,224	\$-0-

**AJCC Infrastructure Budget  
Tracy WorkNet AJCC**

<b>Cost Category/Line Item</b>		<b>Line Item Cost Detail</b>	<b>Cost</b>
<b>Rent</b>			
Rental of Facilities		\$43,005	
<b>Rental Costs Subtotal:</b>			<b>\$43,005</b>
<b>Utilities and Maintenance</b>			
Electric		\$5,137	
Water		-0-	
Sewer Connections		-0-	
High-Speed Internet		\$1,058	
Telephones (Landlines)		\$7,723	
Facility Maintenance Contract		\$601	
<b>Utilities and Maintenance Costs Subtotal:</b>			<b>\$14,519</b>
<b>Equipment</b>			
Assessment-related products		-0-	
Assistive technology for individuals with disabilities (Access and Accommodation)		\$420	
Copiers		\$5,830	
Computers		\$4,110	
Other tangible equipment used to serve all center customers (not specific to an individual program partner)	(Servers and Software)	\$6,070	
Specify Other Tangible Equipment			
<b>Equipment Costs Subtotal:</b>			<b>\$16,430</b>

Technology to Facilitate Access to the AJCC			
Technology used for the center's planning and outreach activities		-0-	
Specify the Technology			
Cost of creation and maintenance of a center website (not specific to an individual program partner) that provides outreach to customers by providing information on AJCC services and/or provides direct service access to AJCC services			
Website Address: <a href="http://www.sicworknet.org">www.sicworknet.org</a>			
(Does not include data systems or case management systems specific to individual program partners.)		-0-	
ADA Signage		-0-	
Technology to Facilitate Access Costs Subtotal:			-0-

Common Identifier Costs (Local Option, If Agreed To By All Colocated Partners)			
Creating AJCC Signage		-0-	
Updating Templates and Materials		-0-	
Updating Electronic Resources		-0-	
Common Identifier Subtotal:			-0-

SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS			
Cost Category			Total Cost
Subtotal: Rental Costs			\$43,005
Subtotal: Utilities and Maintenance Costs			\$14,519
Subtotal: Equipment Costs			\$16,430
Subtotal: Technology to Facilitate Access Costs			-0-
Subtotal: Common Identifier Costs			-0-
TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/Network:			\$73,954

Initial Allocation of Proportionate Share of Infrastructure Costs for Colocated Partners					
Colocated Partner/s	Shared Infrastructure Costs	Application of Methodology	Allocated Initial Share	Amount: Cash	Amount: In-Kind
Partner 1: EEDD	\$55,383	Based on staffing	74.9%	\$55,383	\$-0-
Partner 2: EDD	\$18,571	Based on staffing	25.1%	\$18,571	\$-0-

AJCC Infrastructure Budget Manteca Adult School WorkNet AJCC Center			
Cost Category/Line Item	Line Item Cost Detail	Cost	
Rent			
Rental of Facilities		\$59,922	
Rental Costs Subtotal:			\$59,922
Utilities and Maintenance			
Electric		\$3,369	
Water		-0-	
Sewer Connections		-0-	
High-Speed Internet		-0-	
Telephones (Landlines)		\$3,140	
Facility Maintenance Contract		-0-	
Utilities and Maintenance Costs Subtotal:			\$6,509
Equipment			
Assessment-related products		-0-	
Assistive technology for individuals with disabilities (Access and Accommodation)		\$420	
Copiers		\$2,133	
Computers		\$822	
Other tangible equipment used to serve all center customers (not specific to an individual program partner)	(Servers and Software)	\$2,689	
Specify Other Tangible Equipment			
Equipment Costs Subtotal:			\$6,064

Technology to Facilitate Access to the AJCC		
Technology used for the center's planning and outreach activities	-0-	
Specify the Technology		
Cost of creation and maintenance of a center website (not specific to an individual program partner) that provides outreach to customers by providing information on AJCC services and/or provides direct service access to AJCC services		
Website Address: <a href="http://www.sicworknet.org">www.sicworknet.org</a>		
(Does not include data systems or case management systems specific to individual program partners.)	-0-	
ADA Signage	-0-	
Technology to Facilitate Access Costs Subtotal:		-0-
Common Identifier Costs (Local Option, If Agreed To By All Colocated Partners)		
Creating AJCC Signage	\$	
Updating Templates and Materials	-0-	
Updating Electronic Resources	-0-	
Common Identifier Subtotal:		-0-

SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS		
Cost Category		Total Cost
Subtotal: Rental Costs		\$59,922
Subtotal: Utilities and Maintenance Costs		\$6,509
Subtotal: Equipment Costs		\$6,064
Subtotal: Technology to Facilitate Access Costs		-0-
Subtotal: Common Identifier Costs		-0-
TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/Network:		\$72,495

Initial Allocation of Proportionate Share of Infrastructure Costs for Colocated Partners					
Colocated Partner/s	Shared Infra-structure Costs	Application of Methodology	Allocated Initial Share	Amount: Cash	Amount: In-Kind
Partner 1: EEDD	\$7,653	The proportion of EEDD staff among all staff	10.6%	\$7,653	\$-0-
Partner 2: Manteca Adult School	\$64,842	The proportion of Manteca Adult School staff among all staff	89%.4	\$64,842	\$-0-

## Sharing Other AJCC System Costs

### MOU Content Requirement:

A budget outlining other system costs relating to the operation of the local AJCC delivery system and a description of what specific costs are included in each line item. The budget must include "applicable career services" as well as any other shared costs agreed upon by the AJCC partners and Local Board.

While only colocated partners share infrastructure costs, all AJCC partners must share in other system costs, including applicable career services.

### The AJCC System Partners Included in the Sharing of Other AJCC Delivery System Costs

<u>  X  </u> Title I Adult, Dislocated Worker, and Youth	<u>  X  </u> Job Corps	<u>  X  </u> Community Services Block Grant
<u>  X  </u> Title II Adult Education and Literacy	<u>  X  </u> Native American Programs	<u>  X  </u> Housing and Urban Development
	<u>  X  </u> Migrant Seasonal Farmworkers	<u>  X  </u> Unemployment Compensation
<u>  X  </u> Title III Wagner-Peyser	<u>  X  </u> Veterans	<u>  N/A  </u> Second Chance
<u>  X  </u> Title IV Vocational Rehabilitation	<u>  X  </u> YouthBuild	<u>  X  </u> Department Of Child Support Services
<u>  X  </u> Carl Perkins Career Technical Education	<u>  X  </u> CalFresh E&T	<u>  N/A  </u> Title V Older Americans Act
<u>  X  </u> TANF/CalWORKS	<u>  X  </u> Trade Adjustment Assistance Act	

The agreed upon budget for other system costs must align with the outlined shared customers and services.

The other system costs budget must be a consolidated budget that includes a line item for applicable career services. The MOU requires identification of the applicable career services for each partner program. Accordingly, this budget must include each of the partner's costs for the service delivery of each applicable career service and a consolidated system budget for career services applicable to more than one partner.

Applicable Career Services are services authorized to be provide under each partner's program.

Summary of Career Services Applicable to Each AJCC Delivery System Partner							
Basic Career Services	T-I Adult	T-I DW	T-I Youth	T-II AEL	T-III WP	T-IV VR	Career Technical Ed
T-I Program Eligibility	✓	✓	✓			✓	
Outreach, Intake, Orient	✓	✓		✓	✓	✓	✓
Initial Assessment	✓	✓		✓	✓	✓	
Labor Exch/Job Search	✓	✓		✓	✓	✓	✓
Referrals to Partners	✓	✓		✓	✓	✓	✓
LMI	✓	✓		✓	✓	✓	✓
Performance/Cost Info	✓	✓		✓	✓		
Support Service Info	✓	✓		✓	✓	✓	✓
UI Info/Assistance	✓	✓			✓		
Financial Aid Info	✓	✓		✓			

Basic Career Services	TANF	Job Corps	Native American	MSFW	EDD Veterans	YouthBuild	CalFresh E&T
T-I Program Eligibility				✓		✓	
Outreach, Intake, Orient	✓	✓	✓	✓	✓	✓	✓
Initial Assessment	✓	✓	✓	✓	✓	✓	✓
Labor Exchange/Job Search	✓			✓	✓	✓	
Referrals to Partners	✓	✓	✓	✓	✓	✓	✓
LMI	✓	✓		✓		✓	
Performance/Cost Info				✓			
Support Service Info	✓	✓		✓	✓	✓	✓
UI Info/Assistance				✓	✓		
Financial Aid Info	✓					✓	
Basic Career Services	TAA	Community Services BG	Housing & Urban Dev	Unemployment Compensation	Second Chance	DCSS	T-V OAA
T-I Program Eligibility							
Outreach, Intake, Orient	✓		✓				
Initial Assessment	✓		✓		✓		
Labor Exchange/Job Search							
Referrals to Partners	✓	✓	✓		✓	✓	
LMI	✓						
Performance/Cost Info							
Support Service Info		✓	✓		✓		
UI Info/Assistance				✓			
Financial Aid Info							

Individual Career Services	T-I Adult	T-I DW	T-I Youth	T-II AEL	T-III WP	T-IV VR	Career Technical Ed
Comp Assessment	✓	✓	✓	✓	✓	✓	
IEP	✓	✓	✓	✓	✓	✓	
Career Plan/Counsel	✓	✓	✓	✓	✓	✓	✓
Short-Term Prevoc.	✓	✓	✓	✓		✓	✓
Internships/Work Experience	✓	✓	✓	✓		✓	✓
Out-of-Area Job Search	✓	✓	✓		✓	✓	
Financial Literacy	✓	✓	✓	✓			
IET/ELA	✓	✓	✓	✓			
Workforce Preparation	✓	✓	✓	✓	✓	✓	✓
Individual Career Services	TANF	Job Corps	Native American	MSFW	EDD Veterans	YouthBuild	CalFresh E&T
Comp Assessment	✓	✓		✓	✓	✓	
IEP	✓	✓	✓	✓	✓	✓	✓
Career Plan/Counsel	✓	✓		✓	✓	✓	✓
Short-Term Prevoc.		✓		✓			
Internships/Work Experience	✓			✓			✓
Out-of-Area Job Search	✓	✓					
Financial Literacy	✓					✓	✓
IET/ELA				✓			
Workforce Preparation	✓	✓		✓	✓	✓	✓

Individual Career Services	TAA	Community Services BG	Housing & Urban Dev	Unemployment Compensation	Second Chance	DCSS	T-V OAA
Comp Assessment	✓						
IEP	✓		✓				
Career Plan/Counsel	✓		✓				
Short-Term Prevoc	✓						
Internships/Work Experience		✓					
Out-of-Area Job Search							
Financial Literacy		✓					
IET/ELA							
Workforce Preparation	✓	✓					

### Required Consolidated Budget for the Delivery of Applicable Career Services

The other system costs budget must be a consolidated budget for applicable career services. This budget must include each of the partner's costs for the service delivery of each applicable career service and a consolidated system budget for career services applicable to more than one partner.

Applicable Career Services	T-I Adult	T-I DW	T-I Youth	T-II AEL	T-III WP	T-IV VR	CTE
<b>Basic Career Services:</b> T-I Eligibility/Initial Assess Outreach, Intake, Orient Labor Exch/Job Search Referrals/LMI Support Service Info UI Info/Fin Aid Info	\$1,418,073	\$1,223,265	\$0	\$358,500	\$1,672,004	\$2,229,851	\$266,644
<b>Applicable Career Services</b> TANF Job Corps Native American				MSFW	EDD-Veterans	YouthBuild	CalFresh E&T
<b>Basic Career Services:</b> T-I Eligibility/Initial Assess Outreach, Intake, Orient Labor Exch/Job Search Referrals/LMI Support Service Info UI Info/Fin Aid Info	\$7,387,189	\$13,498	**	\$121,476	\$339,957	\$2,015	\$1,068,878
<b>Applicable Career Services</b> TAA Community Services BG Housing & Urban Dev				UC	Second Chance	DCSS	T-V OAA
<b>Basic Career Services:</b> T-I Eligibility/Initial Assess Outreach, Intake, Orient Labor Exch/Job Search Referrals/LMI/Support Service Info UI Info/Fin Aid Info	\$89,104	\$111,825	\$28,356	\$59,711	N/A	\$154,320	N/A

Applicable Career Services	T-I Adult	T-I DW	T-I Youth	T-II AEL	T-III WP	T-IV VR	CTE
<b>Individual Career Services:</b> Comp Assessment/IEP Career Plan/Counsel Short-Term Pre-vocational Internship/Work Experience Financial Literacy IET/ELA/WF Prep							
	\$918,605	\$763,573	\$2,491,913	\$818,086	\$295,060	\$8,919,404	\$271,643
<b>Applicable Career Services</b>	<b>TANF</b>	<b>Job Corps</b>	<b>Native Am</b>	<b>MSFW</b>	<b>EDD- Veterans</b>	<b>YouthBuild</b>	<b>CalFresh E&amp;T</b>
<b>Individual Career Services:</b> Comp Assessment/IEP Career Plan/Counsel Short-Term Pre-vocational Internship/Work Experience Financial Literacy IET/ELA/WF Prep							
	\$2,229,040	\$13,498	**	\$250,121	\$59,992	\$1,975	\$868,441
<b>Applicable Career Services</b>	<b>TAA</b>	<b>Community Services BG</b>	<b>Housing &amp; Urban Dev</b>	<b>UC</b>	<b>Second Chance</b>	<b>DCSS</b>	<b>T-V OAA</b>
<b>Individual Career Services:</b> Comp Assessment/IEP Career Plan/Counsel Short-Term Pre-vocational Internship/Work Experience Financial Literacy IET/ELA/WF Prep							
	\$15,724	\$37,275	\$2,150	\$0	N/A	\$0	N/A
<b>Consolidated budget total of career services delivered through the AJCC system:</b>							<b>\$ 34,501,166</b>

\*\* Native American programs are not required to contribute to infrastructure funding but, as a required AJCC partner, they are encouraged to contribute. Any agreement regarding the contribution or non-contribution to infrastructure costs by Native American programs must still be recorded in the signed MOU (WIOA Section 121[h][2][D][iv]).

It is important to note, that if the Native American program partner chooses not to contribute to infrastructure costs and an AJCC identifies infrastructure costs that are allocable solely to the Native American program, those costs cannot be allocated to the remaining partners and therefore must either be removed from the center budget or paid for by an alternate source of funding.

<b>Partner Agreement to Share Other AJCC System Costs</b>
<p>The other system costs budget may include any other shared services that are authorized for and commonly provided through the AJCC partner programs to any individual, such as initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services to meet such needs, referrals to other AJCC partners, and business services. Shared operating costs may also include shared costs related to the Local Board's functions.</p>
<p>As with infrastructure costs, other system costs must be allocable according to the proportion of benefit received by each of the AJCC partner programs, consistent with the partner's authorizing federal statute and Uniform Guidance. The Phase II MOU must also include an agreed upon budget for these other costs along with the agreed upon cost sharing methodology. These costs may be shared through cash, non-cash, or third-party in-kind contributions. (WIOA Section 678.760)</p>
<p>All AJCC partners must agree to the other system costs budget. There is no state funding mechanism for other system costs that will be triggered due to lack of agreement at the local level for these costs.</p>
<b>Options for Local Agreement for Partners to Share Other System Costs</b>
<ul style="list-style-type: none"> <li>- <b>Initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services to meet such needs, and referrals to other AJCC partners.</b> This may include costs such as technology and tools that increase integrated service delivery through the sharing of information and service delivery processes.</li> <li>- <b>Business services.</b> This may include costs related to a local or regional system business services team that has one or more partners on the team or has delegated a specific partner to provide business services on behalf of the system.</li> <li>- <b>AJCC partner staff cross training.</b> This may include any staff cross training on partner programs and eligibility identified in Phase I.</li> <li>- <b>AJCC operator.</b> This may include the system role of the AJCC operator (e.g., coordinating service providers across the AJCC delivery system) when the role is not specific to the operation of the AJCC and/or specific partner programs, so long as the role was defined by the Local Board in the procurement process and agreed to by all AJCC partners in the MOU.</li> <li>- <b>Shared personnel costs for AJCC colocated partners.</b> This may include center receptionists and/or center managers.</li> </ul>

**Workforce Innovation and Opportunity Act  
Memorandum of Understanding Update  
San Joaquin County**

**IN WITNESS WHEREOF**, the parties have executed this MOU on the date indicated.

APPROVED FOR THE COUNTY:

APPROVED AS TO FORM:  
J. MARK MYLES  
County Counsel

By \_\_\_\_\_

CHUCK WINN, CHAIR  
San Joaquin County  
Board of Supervisors

By \_\_\_\_\_

KIRIN VIRK  
Deputy County Counsel

ATTEST: RACHEL DEBORD,  
Clerk of the Board of  
Supervisors of the County of San Joaquin  
State of California

By \_\_\_\_\_

Deputy Clerk

**Workforce Innovation and Opportunity Act  
Memorandum of Understanding Update  
San Joaquin County**

(Co-located AJCC Partner Entity)

By signing below, all parties agree to the terms prescribed in the MOU including the Individual Funding Agreement.

**IN WITNESS WHEREOF**, the parties have executed this MOU on the date indicated.

For WIOA Title I

Adult, Dislocated Worker and Youth Programs

San Joaquin County Workforce Development Board  
6221 West Lane, Suite 105  
Stockton CA 95210

\_\_\_\_\_  
Diane Vigil, Chair

\_\_\_\_\_  
Date

**Workforce Innovation and Opportunity Act  
Memorandum of Understanding Update  
San Joaquin County**

(Co-located AJCC Partner Entity)

By signing below, all parties agree to the terms prescribed in the MOU including the Individual Funding Agreement.

**IN WITNESS WHEREOF**, the parties have executed this MOU on the date indicated.

For WIOA Title III

Wagner-Peyser; Veterans;  
Trade Adjustment Assistance Act; and  
Unemployment Insurance Program

Employment Development Department  
629 12<sup>th</sup> Street  
Sacramento, CA 95351

\_\_\_\_\_  
Chudy E. Nnebe, Deputy Division Chief

\_\_\_\_\_  
Date

**Workforce Innovation and Opportunity Act  
Memorandum of Understanding Update  
San Joaquin County**

(Co-located AJCC Partner Entity)

By signing below, all parties agree to the terms prescribed in the MOU including the Individual Funding Agreement.

**IN WITNESS WHEREOF**, the parties have executed this MOU on the date indicated.

For WIOA (Section 167)

Migrant/Seasonal Farmworker

California Human Development  
3315 Airway Drive  
Santa Rosa, CA 95403

\_\_\_\_\_  
Thomas Stuebner, Chief Executive Officer

\_\_\_\_\_  
Date

**Workforce Innovation and Opportunity Act  
Memorandum of Understanding  
San Joaquin County**

(Co-located AJCC Partner Entity)

By signing below, all parties agree to the terms prescribed in the MOU including the Individual Funding Agreement.

**IN WITNESS WHEREOF**, the parties have executed this MOU on the date indicated.

For Carl Perkins

Career and Technical Education

San Joaquin Delta College  
5151 Pacific Avenue  
Stockton, CA 95207

\_\_\_\_\_  
Lisa Aguilera Lawrenson,  
Superintendent/President

\_\_\_\_\_  
Date

**Workforce Innovation and Opportunity Act  
Memorandum of Understanding  
San Joaquin County**

(Co-located AJCC Partner Entity)

By signing below, all parties agree to the terms prescribed in the MOU including the Individual Funding Agreement.

**IN WITNESS WHEREOF**, the parties have executed this MOU on the date indicated.

For WIOA Title II

Adult Education and Literacy

Manteca Adult School  
2271 West Louise Avenue  
Manteca, CA 95337

\_\_\_\_\_  
Dr. Clark Burke, Superintendent

\_\_\_\_\_  
Date

**Workforce Innovation and Opportunity Act  
Memorandum of Understanding Update  
San Joaquin County**

(Non-Colocated AJCC Partner Entity)

In addition to the agreements identified in the main body of this Memorandum of Understanding (MOU), this amendment serves as assurance that the required partner will contribute their proportionate share of infrastructure costs for the Comprehensive AJCC Career System once sufficient data are available to determine such costs. Costs will be negotiated between the Workforce Development Board and the required partner based on the following:

- A. Data provided by the State for this purpose;
- B. Regulations and Directives regarding this requirement issued by the partner's funding source;
- C. Locally agreed upon methodology for allocating costs to determine proportionate benefit;
- D. Locally agreed upon definition of benefit; and
- E. Negotiated methods and timeframe for making the agreed upon contribution.

**IN WITNESS WHEREOF**, the parties have executed this MOU on the date indicated.

For WIOA Title II

Adult Education and Literacy

Stockton Unified School District  
701 N. Madison Street  
Stockton, CA 95202

\_\_\_\_\_  
John Ramirez, Jr., Superintendent

\_\_\_\_\_  
Date

**Workforce Innovation and Opportunity Act  
Memorandum of Understanding Update  
San Joaquin County**

(Non-Collocated AJCC Partner Entity)

In addition to the agreements identified in the main body of this Memorandum of Understanding (MOU), this amendment serves as assurance that the required partner will contribute their proportionate share of infrastructure costs for the Comprehensive AJCC Career System once sufficient data are available to determine such costs. Costs will be negotiated between the Workforce Development Board and the required partner based on the following:

- A. Data provided by the State for this purpose;
- B. Regulations and Directives regarding this requirement issued by the partner's funding source;
- C. Locally agreed upon methodology for allocating costs to determine proportionate benefit;
- D. Locally agreed upon definition of benefit; and
- E. Negotiated methods and timeframe for making the agreed upon contribution.

**IN WITNESS WHEREOF**, the parties have executed this MOU on the date indicated.

For WIOA Title IV

Vocational Rehabilitation

Vocational Rehabilitation, San Joaquin Valley District  
2550 Mariposa Mall, Room 2000  
Fresno, CA 93721

\_\_\_\_\_  
Mahalia Gotico, District Administrator

\_\_\_\_\_  
Date

**Workforce Innovation and Opportunity Act  
Memorandum of Understanding Update  
San Joaquin County**

(Non-Collocated AJCC Partner Entity)

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- E. Negotiated methods and timeframe for making the agreed upon contribution.

**IN WITNESS WHEREOF**, the parties have executed this MOU on the date indicated.

For

TANF/CalWORKs;  
Community Action Partnership; and  
CalFresh Employment and Training Program  
  
San Joaquin County Human Services Agency  
102 S. San Joaquin Street  
Stockton, CA 95202

\_\_\_\_\_  
Chris Woods, Director

\_\_\_\_\_  
Date

**Workforce Innovation and Opportunity Act  
Memorandum of Understanding Update  
San Joaquin County**

(Non-Collocated AJCC Partner Entity)

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**IN WITNESS WHEREOF**, the parties have executed this MOU on the date indicated.

For

YouthBuild

San Joaquin County Office of Education  
2922 Transworld Drive  
Stockton, CA 95206

\_\_\_\_\_  
Troy A. Brown, Superintendent

\_\_\_\_\_  
Date

**Workforce Innovation and Opportunity Act  
Memorandum of Understanding Update  
San Joaquin County**

(Non-Collocated AJCC Partner Entity)

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- D. Locally agreed upon definition of benefit; and
- E. Negotiated methods and timeframe for making the agreed upon contribution.

**IN WITNESS WHEREOF**, the parties have executed this MOU on the date indicated.

For

Housing Authority

Housing Authority of the County of San Joaquin  
2575 Grand Canal Boulevard  
Stockton, CA 95207

\_\_\_\_\_  
Peter W. Ragsdale, Executive Director

\_\_\_\_\_  
Date

**Workforce Innovation and Opportunity Act  
Memorandum of Understanding Update  
San Joaquin County**

(Non-Collocated AJCC Partner Entity)

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- B. Regulations and Directives regarding this requirement issued by the partner's funding source;
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- D. Locally agreed upon definition of benefit; and
- E. Negotiated methods and timeframe for making the agreed upon contribution.

**IN WITNESS WHEREOF**, the parties have executed this MOU on the date indicated.

For WIOA (Section 166)

Native American

California Indian Manpower Consortium, Inc.  
738 N. Market Blvd.  
Sacramento, CA 95834

\_\_\_\_\_  
Lorenda T. Sanchez, Executive Director

\_\_\_\_\_  
Date

Workforce Innovation and Opportunity Act  
Memorandum of Understanding Update  
San Joaquin County

(Non-Collocated AJCC Partner Entity)

Funding costs not applicable to this partner.

~~In addition to the agreements identified in the main body of this Memorandum of Understanding (MOU), this amendment serves as assurance that the required partner will contribute their proportionate share of infrastructure costs for the Comprehensive AJCC Career System once sufficient data are available to determine such costs. Costs will be negotiated between the Workforce Development Board and the required partner based on the following:~~

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- ~~B. Regulations and Directives regarding this requirement issued by the partner's funding source;~~
- ~~C. Locally agreed upon methodology for allocating costs to determine proportionate benefit;~~
- ~~D. Locally agreed upon definition of benefit; and~~
- ~~E. Negotiated methods and timeframe for making the agreed upon contribution.~~

IN WITNESS WHEREOF, the parties have executed this MOU on the date indicated.

For Department of Child Support Services

San Joaquin County DCSS  
409 E. Market Street  
Stockton, CA 95202

\_\_\_\_\_  
Veronica Riley, Interim Director

\_\_\_\_\_  
Date

**Workforce Innovation and Opportunity Act  
Memorandum of Understanding Update  
San Joaquin County**

(Non-Collocated AJCC Partner Entity)

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- B. Regulations and Directives regarding this requirement issued by the partner's funding source;
- C. Locally agreed upon methodology for allocating costs to determine proportionate benefit;
- D. Locally agreed upon definition of benefit; and
- E. Negotiated methods and timeframe for making the agreed upon contribution.

**IN WITNESS WHEREOF**, the parties have executed this MOU on the date indicated.

For

Job Corps

Sacramento Job Corps Center  
3100 Meadowview Road  
Sacramento, CA, 95832

\_\_\_\_\_  
Victor McGee, Center Director

\_\_\_\_\_  
Date

**ITEM #2**

**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**

DATE: May 25, 2022

ACTION ITEM: 2

TO: Workforce Development Board

FROM: Patricia Virgen, Deputy Director

SUBJECT: 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

---

IT IS RECOMMENDED:

That the Workforce Development Board:

1. Approve an Agreement between the State of California Department of Rehabilitation (DOR) and the San Joaquin County Workforce Development Board (WDB) to operate the STEP Grant to provide 150 students with disabilities (SWD) with workplace readiness training and work experience opportunities with grant funding in the amount of \$3,449,611 for the period July 1, 2022 through June 30, 2025;
2. 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:

On April 8, 2022, the California Department of Rehabilitation (DOR) informed EEDD that they wanted to renew the STEPS program for the July 1, 2022 through June 30, 2025 timeframe. The DOR requested updated budget information in order to secure an agreement to provide employment-related services to 150 students with disabilities. On April 27, 2022, the DOR provided EEDD with an Agreement to provide \$3,449,611 to San Joaquin County to continue the STEPS Program. One advantage this year is that San Joaquin County is once again the Employer of Record for all youth participants.

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 an agreement for the last four (4) years and has provided paid work experience and job readiness workshops to Students with Disabilities (SWDs).

With this agreement, the EEDD will serve 150 SWDs between the ages of 16-21 by providing up to 20 hours of workplace readiness training, and up to 300 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 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 youth programs. An outreach effort is underway working in partnership with the all of the Special Education Local Plan Areas (SELPAs) in San Joaquin County, 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 \$3,449,611 will be added to the department budget.

ACTION TO BE TAKEN FOLLOWING APPROVAL:

1. Submit recommendation for approval to the San Joaquin County Board of Supervisors.

(June 8, 2021)

---

ACTION TAKEN: APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_ OTHER: \_\_\_\_\_

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

MOTIONED BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

YES: \_\_\_\_\_

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

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

32082

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Rehabilitation

CONTRACTOR NAME

San Joaquin County

2. The term of this Agreement is:

START DATE

July 1, 2022

THROUGH END DATE

June 30, 2025

3. The maximum amount of this Agreement is:

\$3,449,611.00

4. 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.

Exhibits	Title	Pages
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit B.1	Contractor's Program Budget(s) and Narrative(s)	2
+ - Exhibit C*	General Terms and Conditions GTC 04/2017 (Dated 04/2017)	1
+ - Exhibit D	Special Terms and Conditions (Attached hereto as part of this agreement)	5

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

San Joaquin County

CONTRACTOR BUSINESS ADDRESS

6221 West Lane, Suite 105

CITY

Stockton

STATE

CA

ZIP

95210

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

32082

PURCHASING AUTHORITY NUMBER (If Applicable)

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Department of Rehabilitation

CONTRACTING AGENCY ADDRESS

721 Capitol Mall, 6th Floor

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

## EXHIBIT A

### SCOPE OF WORK

#### A. Background

The Department of Rehabilitation (DOR) is required under 34 Code of Federal Regulations section 361et seq. to provide pre-employment transition services to students with disabilities throughout the state. The Department of Rehabilitation 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

#### B. 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 "SWD" shall refer to a student with a disability participating in the Student Training and Employment Program (STEP) 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 SWDs. The DOR will distribute funds to the CONTRACTOR for services rendered to SWDs under STEP. 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.

#### C. Scope of Work

1. Contractor, in partnership with the DOR, shall support the 2022 Student Training and Employment Program (STEP) 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. **Contractor** shall assume the burden of being the Employer of Record for students with disabilities participating in STEP, carrying the liability, human resources, and payroll needs through its internal Human Resources Department.
2. 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.

3. Workplace Readiness Training: Each participating SWD must receive up to twenty (20) hours of job exploration and/or workplace readiness training.

4. Work Experience: Each participating SWD shall receive approximately 320 hours of work experience, paid at no less than current state minimum wage per hour, depending on employer work experience provider number of employees. If the local work site city minimum wage is higher than the state minimum wage per hour per hour, participating SWDs must earn at least the higher, local minimum wage. If any given SWD is unable to complete all 320 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. Contractor shall provide Employer of Record service for all SWDs completing paid work experience under this Agreement.

5. Monthly Progress Reports: Contractor must complete monthly progress reports, due the 20<sup>th</sup> of each month, beginning July 20, 2022. 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: **DOR District Contract Administrator, Levi Van Fossen, via email at [Levi.VanFossen@dor.ca.gov](mailto:Levi.VanFossen@dor.ca.gov).**

6. Allowable Costs: All costs for this grant must be direct service costs.

7. Final Grant Evaluation: At the conclusion of grant activities, Contractor is required to submit a Final Grant Evaluation Form, along with two (2) page narrative summarizing grant activities.

8. Record Keeping Requirements: All 2022 STEP Grant documents must be kept for a minimum of five (5) years.

The Contractor will provide the following 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

#### **D. Project Representatives**

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

##### **Department of Rehabilitation**

**Name:** Levi Van Fossen  
**Title:** Contract Analyst  
**Address:** 2550 Mariposa Mall, Rm 2000  
Fresno, CA 93721-2219  
**Telephone:** 559-444-2410  
**E-mail:** [Levi.VanFossen@dor.ca.gov](mailto: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](mailto:pvirgen@sjcworknet.org)

## EXHIBIT B

### BUDGET DETAIL AND PAYMENT PROVISIONS

#### A. Invoicing and Payment:

- a) For services satisfactorily rendered, and upon receipt and approval of the invoice(s) by the Department of Rehabilitation (DOR) Contract Administrator, the DOR agrees to compensate the Contractor, in arrears. Invoices shall be submitted in duplicate, biweekly, and shall provide supporting documentation properly detailing all charges showing hourly rate of pay, hours expended, expenses, direct and indirect cost applied.

The contract period is July 1, 2022, through June 30, 2025.

FY 22/23 Estimated Budget: \$1,135,589.00

FY 23/25 Estimated Budget: \$1,149,634.00

FY 24/25 Estimated Budget: \$1,164,388.00

The maximum amount payable under this agreement shall not exceed **\$3,449,611.00**

See Exhibit B.1 for budget detail.

Invoices must be submitted to: [Levi.VanFossen@dor.ca.gov](mailto:Levi.VanFossen@dor.ca.gov), the DOR Contract Administrator.

**Invoices shall include the Agreement Number, required progress reports and shall be submitted at the closure of each month.**

- b) 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 1 to allow for payment and draw down prior to the close out of Federal/State funds.

#### B. Budget Contingency Clause (State Funds)

- a) 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.
- b) 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.

#### C. Federally Funded Agreements (Federal Funds)

- a) 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.

- b) 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.
- c) 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.

#### **D. 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.

#### **E. 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.

#### **F. 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 B.1  
Budget Detail**

Department of Rehabilitation	Year 1	Year 2	Year 3	TOTAL
Wages: 150 participants X \$15.00/hour X 320 hours	\$720,000	\$720,000	\$720,000	\$2,160,000
7.65% Taxes: Social Security, Medicare, ETT	\$55,080	\$55,080	\$55,080	\$165,240
11% Workers Compensation (average: actuals invoiced)	\$79,200	\$79,200	\$79,200	\$237,600
<b>Total Wages and Taxes</b>	<b>\$854,280</b>	<b>\$854,280</b>	<b>\$854,280</b>	<b>\$2,562,840</b>
Program Cost (invoiced on actual wages and taxes paid)- Budgeted the following positions: Employment Training Specialist II – 2 @ 70% Employment Training Supervisor – 1 @ 5% Division Manager – 1 @ 10% EEDD Program Assistant – 1 @ 50% Accounting Technician II – 1 @ 10% Accountant II – 1 @ 5% Sr. Office Assistant – 1 @ 5% Management Analyst III – 1 @ 5% EEDD Analyst – 1 @ 5% Dept. Info Systems Analyst II – 1 @ 5%	\$280,467	\$294,490	\$309,215	\$884,172
Travel: 120 miles/month X \$.585/mile X 12 months	\$842	\$864	\$893	\$2,599
<b>Total</b>	<b>\$1,135,589</b>	<b>\$1,149,634</b>	<b>\$1,164,388</b>	<b>\$3,449,611</b>

## STEP Budget Narrative

Title	Duties	FTE
Employment Training Specialist II	The duties of the primary case managers for the students in the program shall include recruitment into the program, case manage participants, provide employment workshops for students, meet with worksite supervisors, address issues related to workers' compensation, and inquiries that arise from placements. Onboard participants and offboard participants into the program.	1.40
Employment Training Supervisor	The supervisor shall provide direction to the ETS related to case management, tracking, and review of documentation.	.05
Division Manager	The Division Manager will check progress vs. actuals of program enrollments, hours logged by students and shall address deficiencies.	.10
EEDD Program Assistant	Provide assistance in the intake of participants, collect required documents from students such as Right-to-Work documents, Social Security Cards, Individual Employment Plan or Form 504. Create packets for students participating in the program. Schedule orientations for the participants and interview/screen participants. Assist with outreach as necessary to recruit sufficient participants for the program. Track participant hours to ensure progress is being made and that participant do not go over on hours.	.50
Accounting Technician II	Setting up participants in payroll system, verifying bi-weekly timesheets are calculated correctly, entering timesheets in payroll system	.10
Accountant II	Verify participants are set up in payroll system correctly, verifying timesheet entry, receive payroll checks and verify against entered time, prepare invoice for reimbursement, reconcile reimbursement to general ledger	.05
Sr. Office Assistant	File bi-weekly timesheets, distribute bi-weekly certification reports to case managers, distribute payroll checks to case managers	.05
Management Analyst III	Overall supervision of fiscal operations	.05
EEDD Analyst	The EEDD Analyst will collaborate with the case managers and management staff to prepare and maintain a tracking database and reports for the program. The database will be used to run reports after information has been entered, new reports will be created to track participant data, hours, and tentative program exits.	.05
Dept. Info Systems Analyst II	Provide computer technology support to all program and fiscal staff	.05
Travel	Travel costs are estimated at 120 miles/month X \$.585/mile reimbursement rate X 12 months for program staff to develop work sites, provide coaching of participants as needed, picking up timesheets and delivering checks.	

- Allocated costs include rent, utilities, maintenance, copiers, office supplies, etc. applicable to staff working in the program.

**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**

- 1) 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.
- 2) 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](mailto: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).

## **H. 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. Commercial General Liability – 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. Self-insurance - Contractor shall supply the consent letter of self-insurance or the Certificate of Consent to Self-Insure. The Waiver of Subrogation is not required.

# Contractor Certification Clauses

CCC 04/2017

## 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)	Federal ID Number
---------------------------------------	-------------------

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
---------------	---------------------------

## CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: 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:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) 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 or 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 unappealable 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. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: 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.

6. 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](http://www.dir.ca.gov), and 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).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

1. CONFLICT OF INTEREST: 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 or 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):

1). 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 for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: 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. AMERICANS WITH DISABILITIES ACT: 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. CONTRACTOR NAME CHANGE: 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. RESOLUTION: 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. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

**BOARD RESOLUTION**

DR 324 (New 01/94) Computer Generated

☐ Original☐ Amendment # \_\_\_\_\_

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**FULL Name of Corporation or Public Agency**

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WHEREAS, the Board of Directors or Board of Trustees of the above-named corporation or public agency has read the proposed agreement between State of California, Department of Rehabilitation, and above-named corporation or public agency and said Board of Directors or Board of Trustees acknowledges the benefits and responsibilities to be shared by both parties to said agreement,

NOW, THEREFORE, BE IT RESOLVED that said Board of Directors or Board of Trustees does hereby authorize the following person:

Name of Person Authorized to Sign Agreement	Title of Person Authorized to Sign Agreement

of the above-named corporation or public agency on behalf of the corporation or public agency to sign and execute said agreement and all amendments there to, except to increase the financial liability of said corporation or public agency.

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**CERTIFICATION**

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I, the Recording Secretary named below, hereby certify that the foregoing resolution was duly and regularly adopted by the Board of Directors or Board of Trustees of above-named corporation or public agency at a meeting of said Board regularly called and convened at which a quorum of said Board of Directors or Board of Trustees was present and voting, and that said resolution was adopted by a vote of the majority of all Directors or Trustees present at said meeting.

IN WITNESS WHEREOF, I have hereunto set my hand as Recording Secretary of said corporation or public agency.

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**Address Where Board Meeting Held**

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Date of Board Meeting	Signature of Recording Secretary	Date Signed
  	 	  

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Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts executed or renewed after January 1, 2017, 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
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts executed or renewed after January 1, 2017, if a 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).

**CERTIFICATION**

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer/Bidder Firm Name (Printed)	Federal ID Number
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Executed in the County of	Executed in the State of
Date Executed	

**ITEM #3**

**ELECTION OF WORKFORCE DEVELOPMENT BOARD OFFICERS UNDER  
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT**

DATE: May 25, 2022

ACTION ITEM: 3

TO: Workforce Development Board

FROM: Patricia Virgen, Executive Director

SUBJECT: ELECTION OF WORKFORCE DEVELOPMENT BOARD OFFICERS  
UNDER THE WORKFORCE INNOVATION AND OPPORTUNITY ACT

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IT IS RECOMMENDED:

That the Workforce Development Board (WDB) accept nominations and elect a Chair and Vice-Chair to serve the designated two-year term beginning July 1, 2022 and ending June 30, 2024.

REASON FOR RECOMMENDATION:

On June 30, 2022, the term of office for the current Workforce Development Board (WDB) Chair and Vice Chair will expire. Current officers are Diane Vigil, Chair, and Robin Sanborn, Vice-Chair.

In accordance with the Bylaws, the WDB shall elect by a majority vote from its membership its Chairperson and Vice-Chairperson. Elections shall occur prior to July 1, biennially. The WDB Chair and Vice-Chair are elected to serve two year terms beginning July 1 and ending June 30, two-years later. The WDB Chairperson and Vice-Chairperson shall be business representatives, and may succeed themselves if so re-elected. This action must be in accordance with Government Code 54950-54963, commonly known as the Ralph M. Brown Act.

Business representatives who may be elected as officers for the WDB are:

Lisa M. Craig	Sylvia Sanchez
Mayra Cuevas	Robin Sanborn
David Culberson	Julian Sepulveda
Les Fong	Tamra Spade
Terry Givens	Diane Vigil
Jose Hernandez	Linda Wilcox
Henry Peralta	

FISCAL IMPACT:

There is no fiscal impact as WDB members do not receive financial compensation for their participation on this Board.

ACTION TO BE TAKEN FOLLOWING APPROVAL:

1. Newly elected WDB Chair and Vice-Chair begin new term. (July 2022)
2. Board of Supervisors ratification of newly elected WDB Chair (June 2022)

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ACTION TAKEN: APPROVED:\_\_\_\_\_ DISAPPROVED:\_\_\_\_\_ OTHER:\_\_\_\_\_

BY:\_\_\_\_\_ DATE:\_\_\_\_\_

MOTIONED BY:\_\_\_\_\_ SECONDED BY:\_\_\_\_\_

YES:\_\_\_\_\_

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

## **COMMITTEE REPORTS**

**Executive Committee  
Youth Council  
Apprenticeship Committee**

**INFORMATION ITEM #1**

**WORKNET CENTER CUSTOMER SERVICE SURVEY**

DATE: May 25, 2022

INFORMATION ITEM: 1

TO: Workforce Development Board

FROM: Patricia Virgen, Executive Director

SUBJECT: WORKNET CENTER CUSTOMER SERVICE SURVEY

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I. SUMMARY: 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

## Response Counts

Completion Rate:

98.8%

Complete

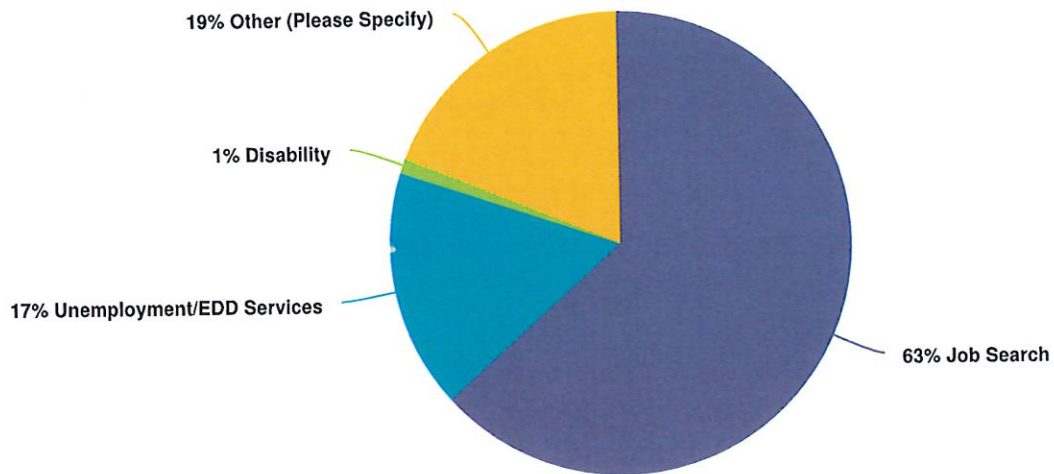
1,039





Partial

13

Totals: 1,052

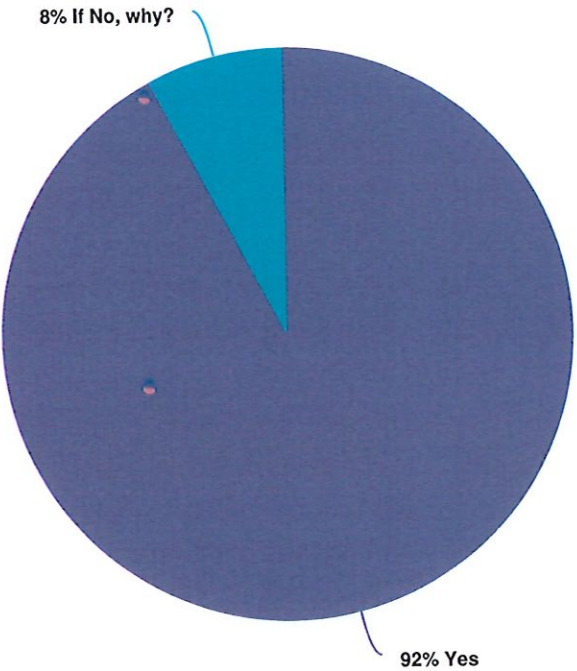
1. What is the purpose of your visit to San Joaquin County WorkNet today?



Value		Percent	Responses
Job Search		63.4%	614
Unemployment/EDD Services		16.7%	162
Disability		1.0%	10
Other (Please Specify)		18.9%	183

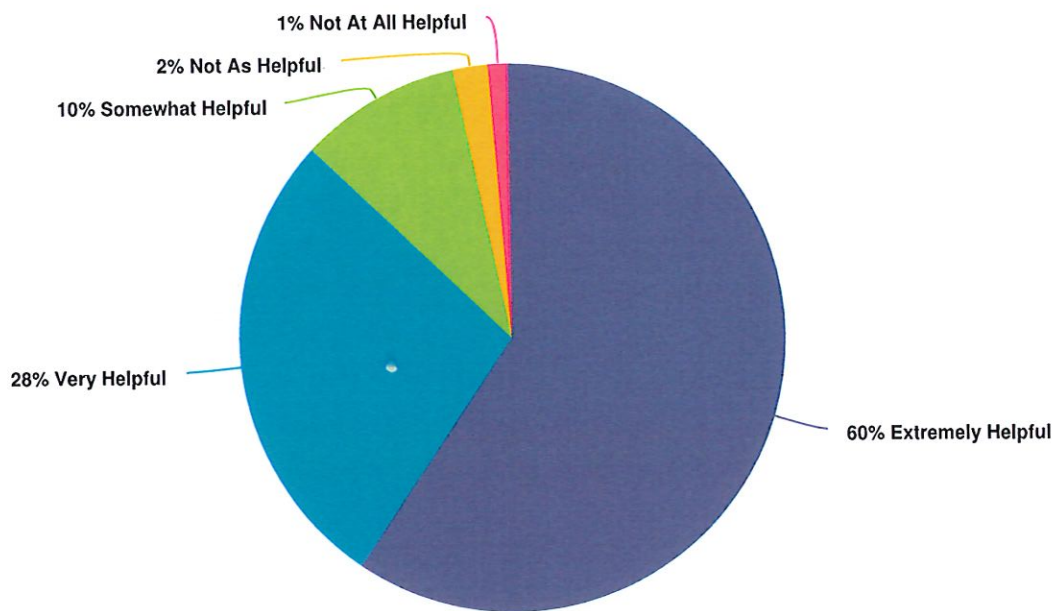
Totals: 969



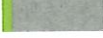


2. Did you receive the service(s) to meet your needs?



Value		Percent	Responses
Yes	<div><div></div></div>	92.2%	854
If No, why?	<div><div></div></div>	7.8%	72
			Totals: 926

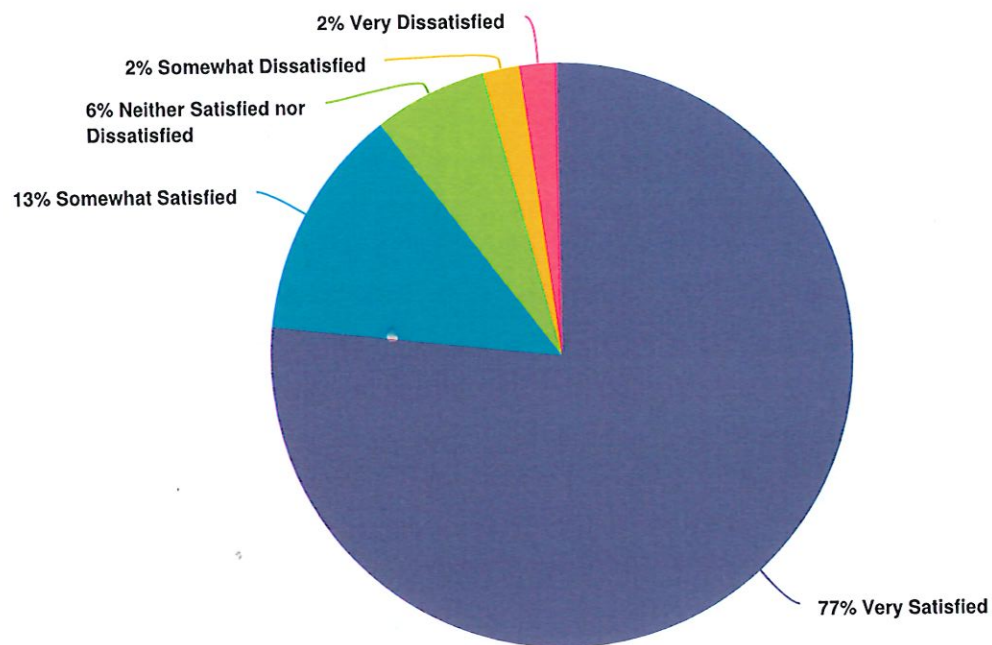
### 3. How helpful was the America's Job Center/WorkNet Center staff?



Value		Percent	Responses
Extremely Helpful		59.6%	551
Very Helpful		27.6%	255
Somewhat Helpful		9.6%	89
Not As Helpful		2.1%	19
Not At All Helpful		1.2%	11

Totals: 925

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



Value		Percent	Responses
Very Satisfied		76.8%	704
Somewhat Satisfied		12.9%	118
Neither Satisfied nor Dissatisfied		6.3%	58
Somewhat Dissatisfied		2.0%	18
Very Dissatisfied		2.1%	19

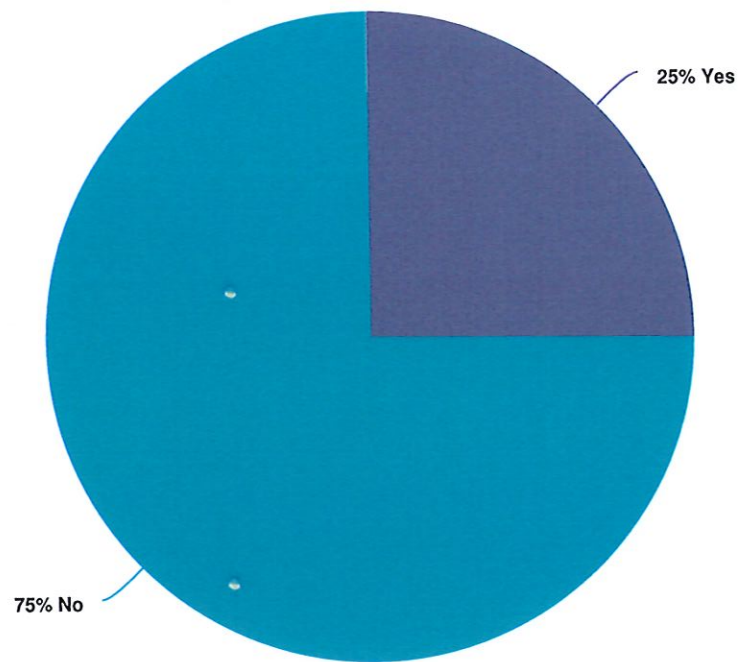
Totals: 917

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



A word cloud visualization of feedback comments. The words are arranged in a circular pattern, with the most prominent words in the center. The words include: computer, helped, information, day, services, time, worknet, center, resume, staff, good, nice, great, job, or, helpful, work, service, today, lena, edd, people, assistance, extremely, and cindy. The words are in various colors and sizes, with 'helpful' and 'lena' being the largest.

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



Value		Percent	Responses
Yes	<div><div></div></div>	25.1%	228
No	<div><div></div></div>	74.9%	682
Totals: 910			

**INFORMATION ITEM #2**

**SUCCESS STORIES**

DATE: May 25, 2022

INFORMATION ITEM: 2

TO: Workforce Development Board

FROM: Patricia Virgen, Executive Director

SUBJECT: SUCCESS STORIES

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I. SUMMARY: 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:** Gabriel Cortez

**Participant's City:** Stockton, CA

	<b>Before Participation</b>	<b>After Participation</b>
<b>Industry/Sector</b>	N/A	Roofer
<b>Job Category</b>	N/A	Construction
<b>Hourly Wage or Salary</b>	N/A	\$24.31

- 1. What were the goals of the participant when entering the program?** Gabriel came to WorkStartYES Eckerd program with a desire to develop work skills that would lead to a career earning a self-sufficient wage. Gabriel had challenges in the past with the juvenile justice system and knew he would need focus and determination to meet his goal.
- 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?** Gabriel completed basic work readiness training and earned his \$100 incentive for successful completion. In February 2022 he enrolled in the Multi-Craft Core Curriculum (MC3) construction training with a goal of landing a union position upon completion. SJCWorkNet partnered with Eckerd to provide supportive services including work related items, Union registration, and case management assistance to ensure that Gabriel was supported during the 8-week training. Through his dedication and determination, he successfully completed the training and received his certificate on April 08, 2022. Upon completion, he was immediately offered a position with the Roofers Union Local 81. He is now earning a self-sufficient wage as a fulltime roofer in the Bay Area.
- 3. Please include a quote from the Participant about his/her experience.** "Thank you, Eckerd, for helping me accomplish my goal of completing my training and earning my certification. I am looking forward to my future and success."

# INDIVIDUAL PARTICIPANT SUCCESS STORY

Participant Name: Latrayl Arther

Participant's City, State: Tracy, CA

Military Service: \_\_\_Veteran \_\_\_National Guard \_\_\_Spouse \_\_\_None

Program: ☒ WIOA Title I: \_\_\_Adult \_\_\_X\_\_\_Dislocated Worker\_\_\_Youth  
☐ AB109 ☐ ELL Grant  
☐ Additional Assistance Grant ☐ Homeless Grant

	Before Participating	After Participating
Industry/Sector	Construction Industry	Heavy and Tractor-Trailer Truck Drivers
Job Category	Demo Contractor	Class A Truck Driver
Hourly Wage or Salary	\$18 / hr.	\$24 / hr. starting

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

Latrayl came into the Tracy WorkNet Center and expressed to Elizabeth Stockman, Intake & Referral Specialist, that he was interested in obtaining a Class A CDL to become a Heavy Truck Driver. Latrayl had been unemployed for a couple of months due to being laid off. He lives with his child and his girlfriend. With the Trucking Industry picking back up, Latrayl had been really fascinated with becoming a Heavy Truck Driver. He enjoys driving, he knows he can make a good income, and he believes it will provide him with job security. Latrayl wanted to use this time that he had been laid off from work as an opportunity to pursue something he is interested in. His work in Construction has not been steady, and he needed to pursue another occupation that would provide him with steady employment.

## 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)?

Latrayl was assisted by WorkNet Staff, including Intake Elizabeth, and Case Manager Kia. They provided him with information about training, and employment. Case Manager Kia guided him throughout the process of the program. Latrayl was approved for Truck Driving training, and he attended Performance Trucking Academy. Case Manager Kia provided him with counseling, and attended to his needs for training. Latrayl completed the training, and he was able to obtain his Class A license. Latrayl has found employment immediately, and he was offered an employment with New MBT Inc. as a Class A Truck Driver at \$24/hr., working full time hours, driving long-haul to other states such as Washington and Oregon. Latrayl now has a new career, a stable income, and is able to help provide financially for his family.

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

"I am extremely happy that WorkNet was able to provide me with an opportunity to go to school. Obtaining my Class A license has provided me with the new opportunity, and better future for my family, and myself. Thank you to WorkNet, and to everyone that assisted me."

## **INDIVIDUAL PARTICIPANT SUCCESS STORY**

**Participant Name:** Eric Sanchez

**Participant's City:** Tracy, CA

	<b>Before Participation</b>	<b>After Participation</b>
<b>Industry/Sector</b>	Homeless	Food Delivery Services
<b>Job Category</b>		Production Associate
<b>Hourly Wage or Salary</b>		\$17.50/hr.

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

Eric came into the center, and expressed to Intake & Referral Specialist Elizabeth Stockman that he was homeless and currently staying with his aunt. Eric had been unemployed since December 2021, and had been looking for work to get back on his feet. Eric mentioned that he was living with his mother before, but left due to family issues. Eric was interested in finding work, but was facing barriers to employment.

**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?**

Intake & Referral Specialist Elizabeth provided information on the program to Eric, and he also completed orientation. Eric completed his Intensive Service Application Packet. The packet was then assigned to Case Manager Kia Yang. Case Manager Kia met with Eric, she assisted and guided him in completing the entire program process. Job Developer Sara also assisted Eric with job placement assistance. While waiting for employment opportunity, Eric attended Job Readiness Workshops to prepare himself to succeed in the workforce. Eric worked with Job Developer Sara, and she referred him to Goodwill Industries as a Clerk Processor, and Marley Spoon as a Production Associate. Both employers wanted to hire Eric, and he chose to work with Marley Spoon, because they offer more benefits, and a higher pay.

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

"I now feel a big sense of relief, thank you to my Case Manager Kia, and Job Developer Sara, my experience with WorkNet has been really good, and I really enjoyed it. The entire process was smooth sailing, and I sincerely appreciate all of your help."

## **INDIVIDUAL PARTICIPANT SUCCESS STORY**

**Participant Name:** Mario Ballesteros Jr.

**Participant City:** Stockton

	<b>Before Participation</b>	<b>After Participation</b>
<b>Industry/Sector</b>	Healthcare	Healthcare
<b>Job Category</b>	Medical Assistant	Registered Nurse
<b>Hourly Wage or Salary</b>	\$12.30	\$49.52

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

Participant Mario Ballesteros Jr was referred by Delta College. He had been accepted into the A.D.N program, and he came to WorkNet seeking for assistance with supportive services. He was unemployed, and was unable to obtain the required items he needed for training due to lack of funds. Mario's goals were to enter into the ADN training program, and to take each experience he learned, and apply them into a career as a Registered Nurse

**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?**

The workforce center has played a huge role in achieving his goals by providing him with the resources he needed to complete the training, and to fulfill his goal to be a Registered Nurse. With the guidance, support and encouragement from his Case Manager Qutina, and as well as the financial support that he received from WorkNet he was able to focus with school, complete the training, and obtained his RN license. Upon completion of the training, and obtaining his license, he was able to find employment right away, and he is now employed as an RN, and earning a higher wage.

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

"I am blessed and thankful to have WorkNet supporting me throughout my ADN program. I was able to focus in school and not worry about how I am going to pay for my supplies. Through the support of WorkNet, I have reached my goal in becoming a Registered Nurse."

**INFORMATION ITEM #3**

**SAN JOAQUIN COUNTY LABOR MARKET INFORMATION SNAPSHOT**

DATE: May 25, 2022

INFORMATION ITEM: 3

TO: Workforce Development Board

FROM: Patricia Virgen, Executive Director

SUBJECT: SAN JOAQUIN COUNTY LABOR MARKET INFORMATION SNAPSHOT

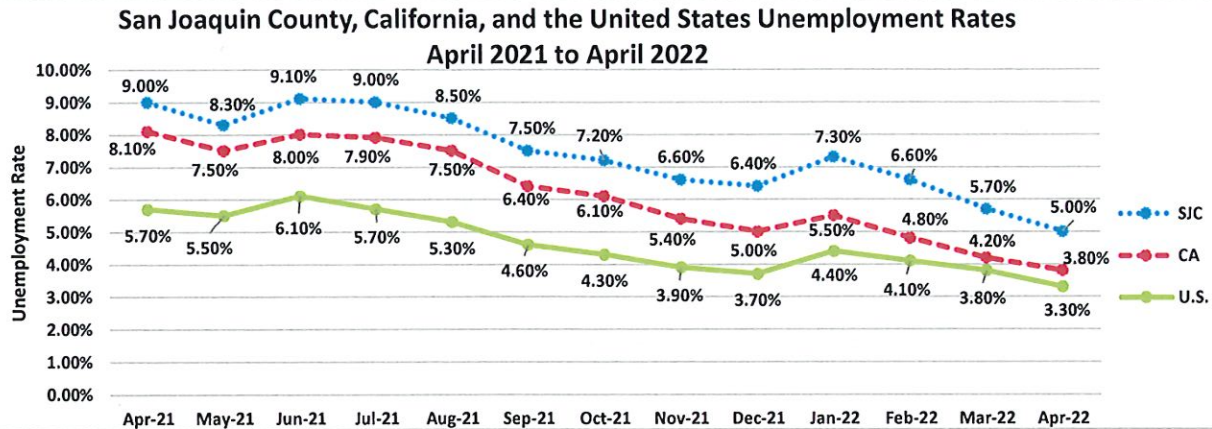
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I. SUMMARY: The following is a summary of the information item.

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.

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 <https://www.labormarketinfo.edd.ca.gov/>.

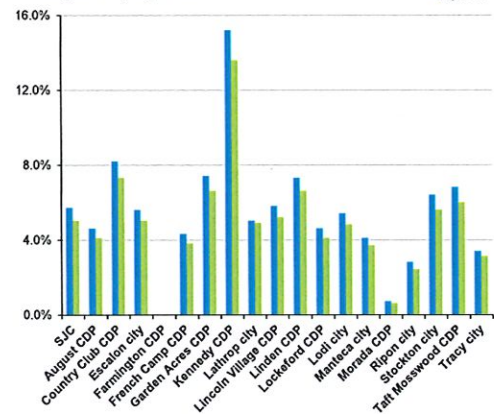


**Sub County average unemployment rates for the county, cities, and municipalities.**

Area Name	Labor Force	Employment	Unemployment	
			Number	Rate
San Joaquin County	333,500	316,700	16,800	5.0%
August CDP	2,900	2,800	100	4.1%
Country Club CDP	4,400	4,000	300	7.3%
Escalon city	3,500	3,300	200	5.0%
Farmington CDP	100	100	0	0.0%
French Camp CDP	1,000	1,000	0	3.8%
Garden Acres CDP	4,600	4,300	300	6.6%
Kennedy CDP	1,100	1,000	200	13.6%
Lathrop city	10,100	9,600	500	4.9%
Lincoln Village CDP	1,900	1,800	100	5.2%
Linden CDP	900	900	100	6.6%
Lockeford CDP	1,500	1,400	100	4.1%
Lodi city	30,500	29,000	1,400	4.8%
Manteca city	39,000	37,600	1,400	3.7%
Morada CDP	1,400	1,400	0	0.6%
Ripon city	7,700	7,600	200	2.4%
Stockton city	130,700	123,300	7,400	5.6%
Taft Mosswood CDP	400	400	0	6.0%
Tracy city	45,300	43,900	1,400	3.1%

\*CDP - Census Designated Place

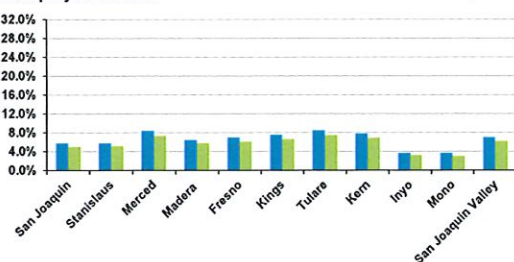
**San Joaquin County Community Unemployment**



**Counties in the San Joaquin Valley Quick Look**

County	Rank	Labor Force	Employed	Unemployed	Rate
San Joaquin	44	333,500	316,700	16,800	5.0%
Stanislaus	46	239,800	227,500	12,200	5.1%
Merced	55	115,500	107,100	8,500	7.3%
Madera	48	62,200	58,600	3,600	5.7%
Fresno	50	453,300	425,900	27,400	6.0%
Kings	53	56,100	52,400	3,700	6.6%
Tulare	56	205,200	190,100	15,100	7.4%
Kern	54	382,900	356,900	26,000	6.8%
Inyo	18	8,160	7,900	260	3.1%
Mono	13	9,280	9,010	270	2.9%
San Joaquin Valley		1,865,940	1,752,110	113,830	6.1%

**Counties in the San Joaquin Valley Unemployment Rates**



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 2022  
 March 2021 Benchmark

Labor Force and Industrial Employment	Apr 21	Feb 22	Mar 22	Apr 22	Percent Change	
<i>*Data not seasonally adjusted</i>			Revised	Prelim	Month	Year
Civilian Labor Force (1)	330,800	338,500	339,000	333,500	-1.6%	0.8%
Civilian Employment	298,600	316,300	319,600	316,700	-0.9%	6.1%
Civilian Unemployment	32,200	22,200	19,400	16,800	-13.4%	-47.8%
Civilian Unemployment Rate	9.7%	6.6%	5.7%	5.0%		
(CA Unemployment Rate)	8.3%	4.9%	4.3%	3.8%		
(U.S. Unemployment Rate)	5.7%	4.1%	3.8%	3.3%		
Total, All Industries (2)	263,500	270,100	271,900	273,000	0.4%	3.6%
Total Farm	13,500	11,000	12,000	13,000	8.3%	-3.7%
Total Nonfarm	250,000	259,100	259,900	260,000	0.0%	4.0%
Total Private	207,800	216,500	217,300	217,500	0.1%	4.7%
Goods Producing	33,800	35,200	35,400	35,400	0.0%	4.7%
Mining, Logging, and Construction	13,800	14,100	14,200	14,400	1.4%	4.3%
Mining and Logging	100	100	100	100	0.0%	0.0%
Construction	13,700	14,000	14,100	14,300	1.4%	4.4%
Specialty Trade Contractors	9,600	9,900	10,000	10,000	0.0%	4.2%
Manufacturing	20,000	21,100	21,200	21,000	-0.9%	5.0%
Durable Goods	9,400	9,900	9,900	9,800	-1.0%	4.3%
Nondurable Goods	10,600	11,200	11,300	11,200	-0.9%	5.7%
Food Manufacturing	5,000	5,500	5,500	5,500	0.0%	10.0%
Service Providing	216,200	223,900	224,500	224,600	0.0%	3.9%
Private Service Providing	174,000	181,300	181,900	182,100	0.1%	4.7%
Trade, Transportation & Utilities	76,400	79,800	79,500	79,300	-0.3%	3.8%
Wholesale Trade	10,800	10,800	10,900	11,000	0.9%	1.9%
Retail Trade	25,500	26,600	26,600	26,700	0.4%	4.7%
Clothing & Clothing Accessories Stores	1,600	1,800	1,700	1,700	0.0%	6.3%
General Merchandise Stores	6,400	6,800	6,700	6,700	0.0%	4.7%
Department Stores	1,500	1,500	1,500	1,500	0.0%	0.0%
Transportation, Warehousing & Utilities	40,100	42,400	42,000	41,600	-1.0%	3.7%
Transportation & Warehousing	38,600	40,900	40,400	40,100	-0.7%	3.9%
Truck Transportation	7,300	7,400	7,400	7,400	0.0%	1.4%
Warehousing & Storage	25,000	27,600	27,300	27,100	-0.7%	8.4%
Information	1,200	1,200	1,200	1,200	0.0%	0.0%
Financial Activities	7,900	7,900	7,900	7,900	0.0%	0.0%
Finance & Insurance	4,700	4,600	4,600	4,600	0.0%	-2.1%
Credit Intermediation & Related Activities	1,900	1,800	1,800	1,800	0.0%	-5.3%
Professional & Business Services	22,200	23,400	23,300	23,100	-0.9%	4.1%
Administrative & Support & Waste Services	14,900	15,400	15,300	15,300	0.0%	2.7%
Educational & Health Services	38,800	39,300	39,500	39,300	-0.5%	1.3%
Educational Services	4,800	5,000	5,000	5,000	0.0%	4.2%
Health Care & Social Assistance	34,000	34,300	34,500	34,300	-0.6%	0.9%
Leisure & Hospitality	20,400	22,300	23,100	23,700	2.6%	16.2%
Arts, Entertainment & Recreation	1,600	2,200	2,300	2,400	4.3%	50.0%
Accommodation & Food Services	18,800	20,100	20,800	21,300	2.4%	13.3%
Food Services & Drinking Places	17,700	18,900	19,600	20,200	3.1%	14.1%
Restaurants	17,200	18,300	19,000	19,600	3.2%	14.0%
Other Services	7,100	7,400	7,400	7,600	2.7%	7.0%
Government	42,200	42,600	42,600	42,500	-0.2%	0.7%
Federal Government	3,100	3,100	3,100	3,100	0.0%	0.0%
Federal Government excluding Department of Defense	1,700	1,800	1,800	1,800	0.0%	5.9%
Department of Defense	1,400	1,300	1,300	1,300	0.0%	-7.1%
State & Local Government	39,100	39,500	39,500	39,400	-0.3%	0.8%
State Government	6,400	5,600	5,600	5,600	0.0%	-12.5%
Local Government	32,700	33,900	33,900	33,800	-0.3%	3.4%
Local Government Education	20,000	21,100	21,100	21,100	0.0%	5.5%
Local Government Excluding Education	12,700	12,800	12,800	12,700	-0.8%	0.0%
County	7,800	7,900	7,800	7,700	-1.3%	-1.3%
City	3,500	3,500	3,500	3,500	0.0%	0.0%
Special Districts plus Indian Tribes	1,400	1,400	1,500	1,500	0.0%	7.1%

(1) 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.

(2) 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**