



AGENDA
Full Workforce Development Board (WDB) Meeting
Virtual via Zoom
June 10, 2022, 8:30 am

In accordance with Executive Order N-29-20 the Full Workforce Development Board meetings will be held virtually until further notice.

Email Public Comment: To submit public comment to the Full Workforce Development Board, please email sadair@co.humboldt.ca.us. Provide your name and the agenda item which you wish to comment. All public comment submitted after the agenda has been published will be included with the administrative record after the fact.

***Zoom Public Comment:** When it is time for public comment on the item you wish to speak on, the Workforce Development Board Chair will ask for public comment. You may virtually raise your hand using the raise hand function on Zoom and staff will unmute your phone. Staff will then ask you to state your name and begin your comment. You will have 3 minutes to comment.*

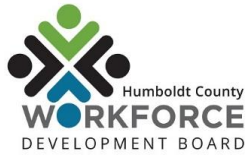
***Phone Public Comment:** You may call into the meeting by dialing **1 346 248 7799** and entering using meeting Webinar ID **850 6685 7954** and Passcode **852481**. When it is time for public comment on the item you wish to speak on, the Workforce Development Board Chair will ask for public comment. Staff will unmute phone lines and you may introduce yourself and express your desire to speak. Staff will then ask you to state your name and begin your comment. You will have 3 minutes to comment.*

You may access the live stream of the meeting by using the following link:

<https://us02web.zoom.us/j/85066857954?pwd=QVVrdnBIRmhyNVRDYTBBUjZadWlrQT09>

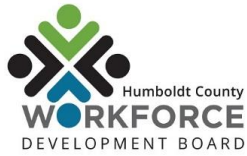
The County of Humboldt is committed to providing equal access to all county programs, services and activities through the provision of accommodations for individuals with disabilities as required under the Americans with Disabilities Act (ADA). With 72 hours prior notice, a request for reasonable accommodation or modification can be made. Please contact the CAO's Office of Economic Development at 707-445-7745, by email gohumco@co.humboldt.ca.us or the ADA Coordinator at 844-365-0352 or by email at ada@co.humboldt.ca.us.

The Humboldt County Workforce Development Board is an equal opportunity employer / WIOA program. Auxiliary aids and services are available upon request to individuals with disabilities. Please call 707-445-7745 at least 72 hours prior to the meeting.



	Agenda Item	Who	Action
1.	Opening <ul style="list-style-type: none"> Meeting Called to Order Roll Call Director & Staff Updates Board Announcements Adjustments to Agenda Public Comment on non-agenda items 	Chair Staff	Discussion
2.	Consent Agenda <ul style="list-style-type: none"> Approval of minutes from February 18, 2022 (Attachment A) Approval of minutes from April 1, 2022 - Special Meeting (Attachment B) 	Chair	Discussion Public Comment Action Item Vote: Recommend approval
4.	Review Nomination Ad Hoc Committee Executive Committee nominations and open the floor to nominations from the full Workforce Development Board (Attachment C)	Chair Nomination Ad Hoc	Discussion Public Comment Action Item Vote: Recommend approval
5.	Approval of requests for reappointment and resignation (Attachment D)	Staff	Discussion Public Comment Action Item Vote: Recommend approval
6.	Approval of new member, Leslie Castellano, to the Workforce Development Board (Attachment E)	Staff	Discussion Public Comment Action Item Vote: Recommend approval
7.	Review and approve 2022-23 meeting schedule which includes hybrid meeting option, location TBD (Attachment F)	Staff	Discussion Public Comment Action Item Vote: Recommend approval
8.	Review and approve 2022-25 America's Job Centers of California Memorandum of Understanding (Attachment G)	Staff	Discussion Public Comment Action Item Vote: Recommend approval

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9.	Review and approve Humboldt State University Sponsored Programs Foundation (CalPoly) contract amendments for Humboldt Workforce Coalition (HWC) programming, pending any additional edits by County Counsel, and receive update on the RFP process for FY 22-23 (Attachment H)	Staff	Discussion Public Comment Action Item Vote: Recommend approval
10.	Approval of WIOA policies (Attachment I) <ul style="list-style-type: none"> • On-the job training • Participant Wages • Career Services • Incumbent Worker • Need Related Payments • Transitional Jobs • Incident Reporting • Personally Identifiable Information 	Staff	Discussion Public Comment Action Item Vote: Recommend approval
10.	Formation of a policy ad hoc to work with staff on updates and revisions	Staff	Discussion Public Comment Action Item Vote: Recommend approval
11.	Quarterly program update (Attachment J)	Staff	Presentation Discussion
10:00am	Presentation on the childcare by the Kerry Venegas, Executive Director of Changing Tides	Kerry Venegas	Presentation Discussion
13.	Future Meeting Topics <ul style="list-style-type: none"> • Brown Act training • Offshore wind presentation • Humboldt Workforce Coalition organizational chart 	Chair	Discussion
14.	Meeting Adjourned	Chair	

Next Meeting: August 19, 2022, 8:30 am

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Workforce Development Board Meeting minutes February 18, 2022 08:30AM-10:30AM

COMMITTEE MEMBERS IN ATTENDANCE:

- Shelly Nilsen-Chair
- Lee Cunningham- Vice Chair
- Michelle Bushnell – Supervisor
- Cedar Rueben
- Dennis Leonardi
- Mark Plubell
- Treston Shull
- Larry Siler
- Susan Seaman
- Kerry Venegas
- Partick Owen
- Jennifer Budwig
- Prudence Ratliff
- Madison Flynn
- Jeff Hunerlach
- Robyn Stalcup
- Michael Hetticher
- Tanya Trump
- Rex Bohn
- Carl Hansen
- Karen Clower

STAFF: Director Scott Adair, Peggy Murphy, Andy Rix, Kim Hopmann, Connie Stewart CalPoly Humboldt, Kate Shea CalPoly Humboldt

OTHERS IN ATTENDANCE: Randy Weaver, Marianne Bithell, Breanna Walker, South Humboldt Chamber of Commerce, Pamela Fishtrom, Mychal Evenson, Cara Owings, Janet DaPace, Leila Roberts

1. Opening:
 - a. Meeting called to order at 8:33AM by Chair Nilsen. A quorum was present.
 - b. Roll Call: Director Adair conducted roll call to determine which board members were in attendance.
 - i. Absent board members; Daniel Dixon, Rosemary Den Ouden, Michelle Vassel and Megan Boehnam.
 - c. Staff Updates:
 - i. Director Adair lead the discussion by introducing the newest members of the Economic Development division staff, Kim Hopmann Administrative Analyst and Peggy Murphy as a coordinator. He then went on to discuss the single audit and the vote of no confidence for the Auditor Controllers office to complete the '19-20 audit in time. He continues with informing the board that there has been no contact since the last board meeting from the Auditor Controller regarding the status of the audit. He has directed the division to have documents prepared for when they are requested by the Auditor Controller. Director Adair has also been splitting his time with the CAO office taking steps to be as prepared as possible. He would like it to be known that if the audit is not completed in time again, that it will likely threaten programmatic funding.



- ii. Connie Stewart, Regional Organizer CalPoly Humboldt goes over the changes to their program and their perspective statuses. Board Member Ratliff requested clarification on an acronym used (RPI). Connie clarified she was referring to Slingshot 4.0, RPI is its new name. Board Member Hunerlach raised a question regarding whether the grant application had been submitted at this point. Connie responded that it has not yet been submitted, however it will be soon. Board Member Bohn made a comment regarding his utmost confidence in Connies ability to get these programs up and running.
 - iii. Andy Rix took over the updates and discussed the Humboldt Workforce Coalition program expenditures. He went into depth discussing the Youth program expense spending currently at 63.5% and the combined Adult programs are at 70.47%
 - iv. Andy switched gears and began discussing the two separate state monitoring that the Economic Development Division has undergone in the last few months. In December, the findings were regarding the single audit completion, there are not enough business owners on the board and there is a lack of policy surrounding on the job training. Additionally in January, the findings from the audit of NWDG were similarly surrounding the lack of policy and procedures as well as the lack of verification from participants. Andy also mentioned that they are currently finishing up two more audits internally with Humboldt County Office of Employment and CalPoly Humboldt along with planning desk reviews for the Youth programs. Andy shared additional documents drilling into details of the programmatic spending breakdown as well as a participation breakdown for WIOA programs.
 - v. Peggy Murphy introduces herself to the Board and brought up minor housekeeping notes regarding the calendar invitations that are currently on the Boards calendars. She notes that these were created and cannot be updated. Peggy requests that all current invitations be deleted by each person on the Board and new ones will be sent out in their place by mid-next week.
-Board member Cedar Reuben asked if they were to expect new invitations in place of the old ones. Peggy reassured him that they would receive new ones.
- d. Board Announcements
- i. Board member Pru Ratliff updated the board with classes that are coming up. Truck driving February 23, 28 and March 3. Pharmacy tech March 19. Medical billing and coding March 5 and 10. The California Adult Education program requires that there is a three year plan which is being developed with a survey to assess needs and services for the program.



- ii. Board member Jeff Hunerlatch announced the Humboldt Del Norte bill in construction trades partnered at CR it appears. It is expected to be held between June 14 and July 15 for the yearly pre-apprenticeship programs. There will be more details in the near future.
- iii. New Board member Tanya Trump introduced herself and her position. She discussed the career fair on May 17 at St. Bernard Academy. They've invited over 150 students and 35 presenters of varying specialties to really engage the kids and encourage them to branch out.
- e. Adjustments to Agenda
 - i. Connie Stewart suggested to let Randy Weaver present before she does as his presentation has information that will pertain to her presentation. It was agreed that the two would switch presentation time.
- f. Public Comment
 - i. Marianne raised a question regarding the possibility to show participants with jobs training. Andy responded with the location of the number of participants with job training is 28.
 - ii. Cara Owings- She would like to recommend that staff updates be an agenda item or offered in writing prior to the board meeting to save time and to prepare questions. Additionally, she wanted to know if Prison2Employment program was still running. Director Adair informed Cara that the DHHS partner staff opted to deobligate the funds for that program. Connie chimed in stating that CalPoly is still working with probation to keep that pipeline open.
 - iii. Mychal Evenson- Opposing candidate for Auditor Controller made a comment about how the current auditor controller is mishandling the current single audit, the challenges facing the current staff and wanted to share his contact information with the public for more information on his platform.

Consent Agenda

2. Approval of Minutes from November 19, 2021 (Attachment A)

- a. Approval of minutes from November 19, 2021 board meeting was requested by Chair Nilsen. Carl Hansen reached out prior to this board meeting to state that he was present at the last meeting and it was not reflected in the minutes. It was noted that the minutes will be amended to reflect his presence. Nothing further needed changes.
- b. Public Comment
 - i. No Public Comment
- c. Action



- i. It was moved by Jeff Hunerlach and seconded by Cedar Rueben to approve the minutes from November 19, 2021 with the changes suggested. Motion carried 19:0

3. Presentation on Targets of Opportunity Study/ Labor Market Info (Attachment B) Presentation by Randy Weaver

- a. Randy presented a slideshow that covered the industry updates, industry clusters and context on the “value chain”, data notes from the U.S. Bureau of Labor Statistics program quarterly census of employment and wages. He went on to explain this information reflects the number of jobs, not the number of residents in the market area. He discussed key indicators, study regions with positive growth.
 - i. Board member Reuben raised a question regarding separating codes for the cannabis industry and a clarification of a data point for locksmiths. Randy clarified that the coding is out of their hands and that data point was a bad example to use and clarified with another example.
 - ii. Board member Leonardi raised a question regarding the next set of data and when it will become available for comparison to this one. Randy stated it will be up to the county to release that data.
 - iii. Vice Chair Cunningham requested clarification on jobs versus people and what counts in the county which Randy will discuss with her at a later date.
 - iv. Kerry Venegas raised a question about the health care data and annual wage data as well as employment concentration and if the growth was integral. Randy shared that this data comes from a state level and it is not always going to be reflective of the most local areas. Additionally yes, the current growth is integral but the potential growth is unknown at this point.
 - v. Connie commented she will be in touch with Randy regarding 4.0

4. Broadband- Presentation by Connie Stewart CalPoly Humboldt.

- a. Connie briefly touched on broadband updates. She mentioned the large monetary amount given in addition to the private partners they’re working with. She stated that every grant that had been applied for had been received. She stated that there will be a powerpoint emailed out to the board with more in depth information.

5. Agenda Postponment

- a. Chair Nilsen requested to either extend the meeting or push the remaining agenda items to the next meeting.
- b. It was moved by Jeff Hunerlach and seconded by Mark Plubell to table the discussion for the next meeting. Motion carried 19:0

Adjourn – 10:35am

Things to note:

- First/Last names to be used when referencing someone specific on the board or in the meeting.
- Language adjustments toward particular references
- When no motion is needed, remove it from the template
- When there is a motion, mention the number in the vote and whether or not it carried
- Verify start/finish times for meeting
- Always list an entity name in full when referenced for the first time with its abbreviation in parenthesis so that you can reference an entity shorthand anytime thereafter
- Remove excess logos from header after saving as a copy
- When in doubt, ask for help

DRAFT



HUMBOLDT COUNTY WORKFORCE DEVELOPMENT BOARD (WDB)

SPECIAL MEETING

April 1st, 2022 11:00AM

Via Zoom Web Conferencing

MEETING MINUTES

Opening

Call to Order:

Chair, Shelley Nilsen, called the meeting to order at 11:02 AM. A quorum was present.

Committee Members in Attendance (all attending meeting within Humboldt County):

- Shelley Nilsen (Chair)
- Supervisor Michelle Bushnell
- Daniel Dixon
- Cedar Reuben
- Rex Bohn- Absent
- Megan Bonham
- Jennifer Budwig
- Rosemary Den Ouden
- Madison Flynn
- Carl Hansen
- Michael Hetticher- Absent
- Patrick Owen
- Lee Cunningham (V. Chair)
- Dennis Leonardi
- Pru Ratliff
- Jeff Hunerlach
- Treston Shull- Absent
- Mark Plubell
- Larry Siler
- Tanya Trump- Absent
- Robyn Stalcup
- Michelle Vassel- Absent
- Kerry Venegas

Staff Present: Scott Adair, Andy Rix, Peggy Murphy, Kimberly Hopmann, Connie Stewart, County Administrative Officer (CAO) Elisha Hayes, Karen Clower.

Staff Updates: No Staff Updates

Board Updates: No Board Updates

2. Discuss options for follow up vote of no confidence in the Auditor Controller (AC).

Discussion: Scott recapped previous discussion regarding the Single Audit for FY 2019-2020 remaining incomplete. A vote of no confidence in the Auditor Controller was taken in November and passed. Humboldt County has been placed on a cash hold as a result of this mandatory audit having passed its most recent deadlines for completion. Until single audit is completed, we will not be able to be reimbursed for any activity continued nor can we apply for additional funding for Workforce Innovation Opportunity Act (WIOA) programs or other diversified federal state funding or grant opportunities.

A letter to the AC is not an option as it is outside the purview of the board. Any board member can reach out to call attention to the issue on their own as a public citizen.

-A question for CAO Hayes from Chair Nilsen: How long will the county float WIOA programs? Ultimately a decision point that will need to be taken to the Board of Supervisors (BOS) should the state say funds will not be recuperated. State has not given written correspondence but has shared verbally that if the county can complete the audit by end of this fiscal year, they should be willing to reimburse.

Board member Budwig- 11:21am Depends on number of grant programs we can apply for. Partners intend to apply for funds but the audit would need to be tendered before they would be accepted/awarded.

Connie- There are two grant opportunities, High Road being one of them due this month, Regional equity recovery and partnership grant CR was extremely interested in this for existing programs. These grants need to be submitted sooner rather than later. The hope is that the grants will be reviewed on their merit and held until audit is completed.

Board Member Stalcup- Workforce opportunities for grant email sent to Scott to share with board

Board Member Dixon- to CAO Hayes, has there been any progress been made with the single audit since the last executive meeting? Hayes: Yes- spoken with MGO their contract has run out of funding and there is work to be done still but it was more significant than anticipated and will be meeting with them this week to talk about the gameplan and anticipated timeline is. Concern is still looming.

Public Comment: No comment

3. Discuss Consequences of County Auditor Controller's failure to file FY 2019-2020 single audit report with the State Controller's office and confirm adoption of a resolution of no confidence in the auditor controller to be forwarded to the Humboldt County Board of Supervisors (Attachment 1, 2 and 3)

Discussion: Board member Reuben moved to adopt the resolution as written and submit to Board of Supervisors and was seconded by Board member Hunerlach.

Motion Carried 17:0 with one Abstention from Madison Flynn

Public Comment: No Comment

Adjourn

Chair Nilsen adjourned the meeting at 11:36am

**Next Workforce Development Board Meeting Date: May 20th, 2022
at 8:30am.**

**2022-23 Humboldt County Workforce Development
Board Ad Hoc Nomination Committee List**

Chair: Daniel Dixon (7/1/21 – 6/30/23)

Vice Chair: Dennis Leonardi (7/1/22 – 6/30/24)

At-Large Business Seat: Shelley Nilsen (7/1/21 – 6/30/23)

At-Large Higher Education Seat: Prudence Ratliff (7/1/21 – 6/30/23)

At-Large Labor Seat: Jeff Hunerlach (7/1/21 – 6/30/23)

At-Large General Seat: Cedar Reuben (7/1/22 – 6/30/24)

At-Large General Seat: Lee Cunningham (7/1/22 – 6/30/24)

2022-23 Humboldt County Workforce Development Board
Reappointments and Resignations

Reappointments:

Lee Cunningham (7/1/22 – 6/30/24)

Madison Flynn (7/1/22 – 6/30/24)

Dennis Leonardi (7/1/22 – 6/30/24)

Cedar Reuben (7/1/22 – 6/30/24)

Patrick Owen (7/1/22 – 6/30/24)

Kerry Venegas (7/1/22 – 6/30/24)

Carl Hansen (7/1/22 – 6/30/24)

Robyn Stalcup (7/1/22 – 6/30/24)

Treston Shull (7/1/22 – 6/30/24)

Resignations:

Jennifer Budwig (7/1/20 – 6/30/22)

Larry Siler- Retiring (7/1/20 – 6/30/22)



APPLICATION FOR APPOINTMENT

PART I - Personal Information			
Applicant Name (Last, First, and Middle Initial) CASTELLANO, LESLIE A	Home Telephone [REDACTED]	E-Mail Address leslie@INKPEOPLE.ORG	
Mailing Address 627 3RD ST. (INK PEOPLE)	City EUREKA	State CA	Zip 95501
[REDACTED]	[REDACTED]	State CA	[REDACTED]
Name of Business, Agency, or Tribe INK PEOPLE	Occupation/Title EXECUTIVE DIRECTOR		
Business Address 627 3RD ST.	City EUREKA	State CA	Zip 95501
Business Phone 707-442-8413	Business Fax		

Please provide three references (name, address, phone # and e-mail)

1. GREGG FOSTER, RREDC [REDACTED]	[REDACTED]	GREGG@RREDC.COM
2. KRISTI PATTERSON, Director Trajectory, [REDACTED]	[REDACTED]	KRISTI.TRAJECTORY@GMAIL.COM
3. CONNIE STEWART, EXEC. DIRECTOR INITIATIVES, CALDWY HUMBOLDT, [REDACTED]	[REDACTED]	CONNIE.STEWART@HUMBOLDT.EDU

Please indicate which industry you represent

PRIVATE INDUSTRY (please specify which sector you represent)

- Diversified Health Care Specialty Food, Flowers, and Beverages Building and Systems Construction
- Investment Support Services
- Management and Innovation Services Niche Manufacturing
- Forest Products Tourism ART & CULTURE
- Other:

PUBLIC INDUSTRY (please specify which sector you represent)

- Wagner-Peyser Act Economic Development
- Board of Supervisors Representative Vocational Rehabilitation
- Assembly/State Representative Labor Organization
- Education (specify)
 - Adult K-12 Higher Education YOUTH PROGRAM DEV'T.

Community Based Organization (specify)

Native American Employment Development Child Care

Employ People with Barriers Youth Employment, Training, or Education Train People with Barriers

Federally Fund Programs/Services for Low Income Residents

PART II – Guidelines

The following guidelines have been developed to assist the Board of Supervisors in the process of recruiting and appointing new Workforce Development Board members.

To become a member of the Workforce Development Board, you must:

1. Represent the sector for which you are applying (be an owner of a business, a chief executive/operating officer of a business or agency, or other business executive or employer with optimum policy-making or hiring authority).
2. **Private Sector** seats require a formal nomination by an open-membership business organization (i.e., a chamber of commerce or a professional or business organization such as Kiwanis or Rotary), a business trade association, or an agency board of directors. **Labor Union** seats require a formal nomination from a local labor federation. All other seats require no formal nomination. **Your nomination must be secured prior to submitting this application by completing Part III below.**
3. Forward the completed application and a copy of applicants resume to:

Workforce Development Board
 520 E Street
 Eureka, CA 95501
 Attn: Cara Owings, WDB Executive Director
cowings@co.humboldt.ca.us

Applicants selected for appointment will be required to file Form 700, Statement of Economic Interest.

For questions or additional information, please call (707)445-7745
or visit our website @ <http://humboldt.gov/org/1709/Workforce-Development-Board>

PART III – Nomination

PLEASE NOTE: Private Sector , Adult Education, Higher Education and Labor Union applications must secure the nomination and signature as described in Part II - #2 above, prior to submitting the application to the Workforce Development Board.

Ink People Center for the Arts

(Agency/Organization/Association/Institution Name) hereby formally

nominates;

Beetle Castellanos

(Applicant's Name)

for appointment to the Workforce Development Board of Humboldt County

3/7/2022

Signature of Chair/Director/Chief of Nominating Agency Date

PART IV – Applicant Certification and Signature

DocuSigned by: Board of Directors
President

5/26/2022

Robert Satana

C16536CB930D4BA...

I hereby certify all answers and statements are true and complete to the best of my knowledge. I understand the County may verify information and that untruthful or misleading answers are cause for rejection of this application.

A handwritten signature in black ink, consisting of a stylized, cursive 'S' followed by a large, bold 'A'.

5/20/2022

Signature of Applicant Date

FOR OFFICE USE ONLY:

Date Rec'd: Staff: Submittal Date:

Leslie Castellano

**Ink People Executive
Director
Eureka City
Councilmember**

Leslie Castellano

Skills

Management of diverse community benefit programs.
Excellent oral and written communication skills. Successful grant writing.
Project design and implementation.
Volunteer recruitment and organization.
Fundraising and resource building campaigns.
Coalition building for critical issues.

Experience

Ink People/ Executive Director

DECEMBER 2021- PRESENT, Eureka, CA

Director of programming and initiatives. Oversees all aspects of Ink People programming, including staffing, initiatives, fundraising, and program development.

City of Eureka/ Elected Councilmember

DECEMBER 2018- PRESENT, Eureka, CA

“Together We Thrive”

- Accomplishments:

Councilmember during the Return of Duluwat to the Wiyot People.

Advocated for and implemented “Diversity, Equity, Inclusion” trainings for City of Eureka staff

Management and supervision of staff.

Co-founder of the Eureka Poet Laureate Program with Kristi Patterson and members of Art and Culture Commission

Facilitation of town hall meetings

Attendance at weekly COVID Economic Resilience Consortium Meetings throughout the pandemic. As part of this, founded the “Housing Working Group”.

Currently participating in planning for the upcoming Economic Summit and attending meetings of the Broadband Consortium.

Founded “Abundant Housing Humboldt” to educate and advocate about the need for housing in Humboldt County. Conducted a survey of housing

needs in order to develop person-centered strategies to support housing messaging.

League of California Cities "Housing, Community, Economic Development" policy committee.

League of California Cities Redwood Region 2nd Vice President.

Ongoing collaboration with Cooperation Humboldt for their new Street Outreach Program. Supported development and implementation of planning process for program, along with securing \$400,000.00 in funding from DHHS.

Developed and implemented Neighborhood Mini-Grant Program.

Uplift Co-pilot- support person for people who are unhoused.

Board Member, Humboldt Waste Management Authority (Current Board President) and member of the Executive Committee hiring committee.

Board Member, Redwood Region Economic Development Commission (Immediate Past Board President) and member of the Executive Committee.

Board Member Eureka Main Street

Board Member Keep Eureka Beautiful

Synopsis/ Founder and Director

2004-PRESENT, Eureka

Accomplishments:

2021

Shou'r ya Rarutkshouy (We, the people, move like the water): Developed initial concept and built collaborative team for this project where community leaders (a Wiyot anthropologist, an ecologist, two dancers, and a filmmaker) share knowledge and perspectives on the coast with school children.

Outer Roominations- co-founded, organized, developed fundraisers for, curated, and performed at a new site-specific art festival for Humboldt County.

2020/2021

Purchase and renovation of a community hall to become the permanent home of Synopsis Performance and the site for Synopsis Collective activities.

Prior Years

17 years of community-driven cabarets and performances.

Successful grants for work with artists who have experienced addiction, a Street Art Festival and parade, the Eureka People's Mapping Project, and other projects.

Co-organized Eureka's first Fringe Theater Festival

Intensive artist training programs- Form/No Form, Synopsis/Rumblepeg Dance Intensives. Conceived of, organized, and implemented multiple performance and arts-based training intensives, bringing national and international dancers/students and teachers to Eureka.

Director, choreographer, and writer of "Techniques for Landing", "Oceans Deep", and "Cave"- ensemble based full length, original aerial dance theater performances

Trajectory/ Arts Facilitator

JANUARY 2016-2021, Eureka/Humboldt County

Trajectory is a career-path program for artists. In this role, I supported the flourishing of artists beyond the ability/disability spectrum.

Trajectory is a DreamMaker Project of the Ink People.

Support for artists in writing grants, developing art shows, and setting and accomplishing goals for their careers in the arts.

Aerial and Dance Instruction & Performance/ Personal Business

2005-PRESENT, Eureka

Relevant Accomplishments:

Creating supportive environments for learning acrobatic skills.

Teaching and dancing nationally/internationally with Diego Piñon's Butoh Ensemble, Carpetbag Brigade, Karl Frost's "Body Research", Miriam Wolodarski/Sense Object, "Lion's Jaw" contemporary performance festival, and with Kevin Dockery (co-directing) in "Feral Feral"

Co-organizer of "Sierra Contact Festival" international contact improvisation festival

Ink People Board Member / Immediate Past President

2006-2021, Humboldt County

Organized a fundraiser for artist gift cards during the pandemic.

Supported DreamMakers in applying for CAC funding.

Organized and/or co-organized several Ink People fundraisers.

While President, attended training on developing Board President/Executive Director Relationships.

All Are Welcome/ Director

JUNE 2015-PRESENT, Humboldt County

Through this DreamMaker Project of the Ink People, I collaborate with people who are unhoused or who have experienced marginalization to create opportunities to engage with and build inclusive communities.

Education

New College, the Honors College of the University of South Florida/ Social Sciences

1995-1999, Sarasota, Florida

National Merit Scholar/Full Scholarship

Humboldt State University and College of the Redwoods/ Early Childhood Education

2000-2003-Arcata and Eureka

Completed coursework while working full time to become a licensed preschool teacher.

References

Kristi Patterson

Director, Trajectory

Kristi.trajectory@gmail.com

Connie Stewart

Executive Director of Initiatives, CalPoly Humboldt

Connie.stewart@humboldt.edu

Jackie Dandeneau

Director, Arcata Playhouse

Jackied@arcataplayhouse.org

Attachment F



WDB Meeting Schedule for 2022-2023

	WDB Meetings	WDB Executive Committee
	<i>Quarterly</i>	<i>2x each Quarter</i>
July 2022		Wednesday 7/20/22 9:00-11:00am
August 2022	Friday 8/19/22 8:30 -11:30am	
September 2022		Wednesday 9/21/22 9:00-11:00am
October 2022		Wednesday 10/19/22 9:00-11:00am
November 2022	Friday 11/18/22 8:30 -11:30am	
December 2022		Wednesday 12/21/22 9:00-11:00am
January 2023		Wednesday 1/18/23 9:00-11:00am
February 2023	Friday 2/17/23 8:30 -11:30am	
March 2023		Wednesday 3/15/23 9:00-11:00am
April 2023		Wednesday 4/19/23 9:00-11:00am
May 2023	Friday 5/19/23 8:30 -11:30am	
June 2023		Wednesday 6/21/23 9:00-11:00am



***Workforce Innovation and Opportunity Act
America's Job Center of CaliforniaSM
Memorandum of Understanding***

Preamble/Purpose of MOU:

The Workforce Innovation and Opportunity Act (WIOA) requires that a Memorandum of Understanding (MOU) be developed and executed between the Humboldt County Workforce Development Board (HC-WDB) and America's Job Center of CaliforniaSM (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 AJCC partners and 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.

California's one-stop delivery system, the AJCC, is a locally driven system that develops partnerships and provides programs and services to achieve three main policy objectives established by the California Workforce Development Strategic Plan, which includes the following:

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

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 the following:

- Looking to find a job.
- Building basic educational or occupational skills.
- Earning a postsecondary certificate or degree.
- Obtaining guidance on how to make career choices.
- Seeking to identify and hire skilled workers.

Vision Statement:

The Job Market provides quality services to Humboldt County businesses, employees, and job seekers so they may thrive.



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Mission Statement and Goals:

Bringing together workforce development, educational, economic development, and other employment services in a seamless customer-focused delivery network that enhances access to program services and improves long-term employment outcomes. As AJCC partners, we are committed to administering our independently funded programs as a set of integrated, streamlined services to job seekers and employers by:

- Helping businesses find skilled workers and access other supports services, including education and training, for their current workforce; and
- Providing an array of employment and business services and connecting customers to work-related training and education; and
- Continuing to align investments in workforce, education, and economic development to regional in-demand jobs; and
- Reinforcing partnerships and strategies to provide job seekers and workers with high-quality career services, education and training, and supportive services needed to get good jobs and stay employed.

AJCC Partners to the MOU:

HC-WDB and the AJCC Partners named below enter this MOU with the agreement of the Chief Local Elected Official, of the Humboldt County Board of Supervisors (CLEO).

Required Partners include local/regional representatives of the following programs:

- WIOA Title I Adult, Dislocated Worker, and Youth: Humboldt Workforce Coalition (HWC)
- WIOA Title II Adult Education and Literacy: College of the Redwoods (CR)
- WIOA Title III Wagner-Peyser: Employment Development Department (EDD)
- WIOA Title IV Vocational Rehabilitation: Department of Rehabilitation (DOR)
- Carl Perkins Career Technical Education: College of the Redwoods (CR)
- Title V, Older Americans Act: American Association of Retired Persons (SCE AARP)
- Native American Programs (Section 166): Northern California Indian Development Council (NCIDC)



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- Migrant Seasonal Farmworkers (Section 167): California Human Development (CHD)
- Veterans: Employment Development Department (EDD)
- Trade Adjustment Assistance Act, Employment Development Department (EDD)
- Unemployment Compensation: Employment Development Department (EDD)
- Second Chance: Department of Health and Human Services, Employment & Training Division (DHHS ETD)
- Temporary Assistance for Needy Families: Department of Health and Human Services, CalWORKs Division

Additional Partners approved by the HC-WDB and CLEO:

- Business Services: Humboldt State University Sponsored Program Foundation, North Coast Small Business Development Center (NCSBDC)
- Workforce & Community Education: College of the Redwoods (CR)
- North Coast Regional Department of Child Support Services (NCRDCSS)
- Department of Health and Human Services, CalFresh Division
- Humboldt County Probation Department

Effective Dates and Term of MOU:

This MOU shall begin on July 1, 2022 and shall remain in full force and effect until June 30, 2025, unless sooner terminated as provided herein. This MOU shall be reviewed, at a minimum, annually.

AJCC System Services:

Attachment A of this MOU, AJCC System Services, outlines the services provided by AJCC partners as required by WIOA.

Responsibility of AJCC Partners:

The AJCC Partners agree to the responsibilities outlined below.

1. Participate in joint planning, plan development, and modification of activities to



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accomplish the following:

- Continuous partnership building.
 - Adherence to state and federal requirements.
 - Responsiveness to local and economic conditions, with an emphasis on employer needs.
 - Adherence to common data collection and reporting needs.
2. Make the service(s) identified in Attachment A available to customers through the AJCC delivery system.
 3. Participate in the operation of the AJCC, consistent with the terms of the MOU and requirements of authorized laws.
 4. Participate in capacity building and staff development activities to ensure all AJCC partners and staff are adequately cross trained.

Funding of Services and Operating Costs:

All relevant AJCC Partners (excluding additionally approved partners referenced on page 3) to this MOU agree to share in the operating costs of the AJCC system, either in cash or through in-kind services. The cost of services, operating cost, and infrastructure costs of the system will be funded by the relevant AJCC partners through a separately negotiated cost-sharing agreement. See attachment B for the Infrastructure Funding Agreement and Other System Costs Budget.

AJCC partners ensure that the shared costs are supported by accurate data, the shared costs are consistently applied over time, and the methodology used in determining the shared costs are reflected in the cost-sharing cost sharing agreement.

AJCC Partners agree to reconcile the cost-sharing plan on an annual basis.

Methods for Referring Customers:

An inter-partner and inter-agency referral process as required by WIOA is to be used by all AJCC partners of this MOU as described in Attachment C, AJCC System Services Referral Agreement.

Access for Individuals with Barriers to Employment:

Humboldt County's AJCC, The Job Market, located at 409 K Street, Eureka, CA, is the primary physical location and access point for residents of Humboldt County. The Job Market is committed to providing priority of services to recipients of public assistance, other low-income individuals, individuals with a legal responsibility to support their children, or individuals deficient in basic skills when providing individualized career services and training services with WIOA adult funds.

The AJCC will ensure access for all individuals who have qualifying barriers to employment defined as an individual of one or more of the following populations:

- Displaced homemakers.
- Low-income individuals.
- American Indians, Alaska Natives, and Native Hawaiians as defined in WIOA Title I, Section 166.
- Individuals with disabilities, including youth.
- Older individuals.
- Ex-offenders.
- Homeless individuals, defined in section 41403(6) in the Violence Against Women Act of 1994, or homeless children and youths, defined in section 725(2) of the McKinney-Vento Homeless Assistance Act.
- Youth who are in or have aged out of foster care.
- Individuals who are English language learners, individuals who have low levels of literacy, and individuals facing substantial cultural barriers.
- Eligible migrant and seasonal farmworkers.
- Individuals within two years of exhausting lifetime eligibility under Part A of title IV of the Social Security Act.
- Single parents, including pregnant women.
- Long-term unemployed individuals.
- Such other groups as the Governor involved determines to have barriers to employment.

Humboldt AJCC partners ensure their policies, procedures, programs, and services comply with the *Americans with Disabilities Act of 1990* and its amendments to provide equal access to all participants with disabilities.

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:

- Comply with the applicable provisions of WIOA, Welfare and Institutions Code, California

- Education Code, Rehabilitation Act, and any other appropriate statutes or requirements.
- The principles of common reporting and shared information through electronic mechanisms, including shared technology.
 - Commit to share information to the greatest extent allowable under their governing legislation and confidentiality requirements.
 - Maintain all AJCC customer or partner records (e.g., application, 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.
 - Develop technological enhancements that allow interfaces of common required information needs, as appropriate.
 - Understand that system security provisions shall be agreed upon by all AJCC Partners.

Confidentiality:

The AJCC Partner agrees to comply with the provisions of 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:

- 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.
- 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.
- The AJCC partners agree to 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 WIOA 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 upon the written permission from a participant outlined in Attachment D, AJCC Release of Information Form.
- 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 Partners.
- These provisions shall be interpreted consistent with the California Public Records Act.

Non-Discrimination and Equal Opportunity:

The AJCC partner shall not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment or AJCC applicant due to gender, race, color, ancestry, religion, national origin, veteran status, physical disability, mental disability, medical condition(s), age, sexual orientation or marital status. The AJCC partner agrees to comply with the provisions

of the Fair Employment and Housing Act (Government Code Section 12990) and related, applicable regulations.

The AJCC partners will assure compliance with the Americans with Disabilities Act of 1990 and its amendments, which prohibits discrimination based on disability, as well as other applicable regulations and guidelines issued pursuant to the Americans with Disabilities Act.

Grievances and Complaints Procedure:

The AJCC has established and will maintain a procedure for grievance and complaints as outlined in WIOA and described in Attachment E, Grievance and Complaint Procedure. The process for handling grievances and complaints is applicable to all customers utilizing WIOA funded programs or services. 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 AJCC 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.

Partners to this MOU who have established their own grievance and complaint processes pertinent solely to their own programs and funds will continue to use those processes when a complaint filed only with a Partner agency. This excludes the AJCC at large or to WIOA funded programs. AJCC Partners to this MOU will share information about how, where, and to whom to file complaints targeted for non-WIOA funded Partners of the AJCC.

American's with Disabilities Act and Amendments Compliance:

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

Effective Dates and Term of MOU

This MOU shall be binding upon each party hereto upon execution by such party. The term of this MOU shall be three years, commencing on 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.

Modifications and Revisions:

This MOU constitutes the entire agreement between the AJCC Partners and the HC-WDB 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.

Termination:

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

EDD Premises:

During the term of this MOU, and as long as the AJCC is located within the local EDD building, all parties to this MOU who are collocated at The Job Market shall be required to have a space sharing agreement in place with the local EDD office regarding use of designated and common space for the purpose of conducting acceptable AJCC services as outlined herein.

Supervision/Day to Day Operations:

The day-to-day supervision of staff assigned to the AJCC will be the responsibility of the site supervisor(s). The original employer of staff assigned to the AJCC 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 AJCC 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 collocated staff from the AJCC 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), and 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.

Dispute Resolution:

The parties agree to communicate openly and directly to resolve policy, practice disputes or other problems 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. Parties shall continue with the responsibilities under the MOU during any dispute. Disputes shall be resolved in a timely manner. If not able to resolve at these lower levels, disputed issues shall be submitted in writing to the AJCC Operators Consortium for a written decision. If this decision is not accepted by the disputing parties, then the parties may, within 30 days, appeal in writing to the HC-WDB Executive Committee. The HC-WDB Executive Committee shall attempt to resolve the dispute in a mutually satisfactory manner. If the HC-WDB Executive Committee is unsuccessful, it may engage the services of a local mediation service to assist. If mediation is unsuccessful, the HC-WDB Executive Committee shall select a local arbitrator acceptable to the parties involved. The arbitrator so elected may schedule and hold an arbitration hearing. The parties shall be bound by final decisions of the arbitrator.

Press Releases and Communications:

The pertinent AJCC partners shall have the option to be included in any communicating with the press, television, radio, or any other form of media when an AJCC partner's specific duties or performance under this MOU is addressed. Participation of each party in press/media presentations will be determined by each party's public relations policies. Unless otherwise directed by the other AJCC Partners, in all communications, each party shall refer to The Job Market or AJCC as a single system and only call out individual AJCC Partners as appropriate to the topic or issue being covered.

The AJCC Partners agree to utilize the AJCC logo developed by the State of California and the Local Board on buildings identified for AJCC usage. This also includes letterhead, envelopes, business cards, any written correspondence and fax transmittals.

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's 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's 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.

[SIGNATURE PAGE FOLLOWS]

In WITNESS THEREOF, the parties to this MOU hereby agree to the terms and execute this agreement, and the Chief Local Elected Official of Humboldt County, represented by the Chair of the Humboldt County Board of Supervisors hereby agrees to the execution of the this MOU, Attachment A, B, C, D and E.

Dated _____, 2022

By: _____
Shelly Nilsen, Chair
Humboldt County Workforce Development Board

Dated _____, 2022

By: _____
Virginia Bass, Chair
Humboldt County Board of Supervisors

(SEAL)

ATTEST:
Clerk of the Humboldt County Board
of Supervisors
By: _____
Deputy

Dated: _____, 2022

By: _____
Humboldt Workforce Coalition
Connie Stewart, Executive Director of Initiatives
Humboldt State University

Dated: _____, 2022

By: _____
College of the Redwoods
Dr. Keith Snow-Flamer,
President/Superintendent

Dated: _____, 2021

By: _____
State of CA Employment Development
Department
Emilia Bartolomeu, Deputy Division Chief
Workforce Services Branch

Dated: _____, 2022

By: _____

State of CA Department of Rehabilitation
David Wayte, Regional Direct

By signing below, all parties agree that when data are available to determine the AJCC benefit to non-located partners, the infrastructure cost sharing agreement will be renegotiated to include their proportionate share of contributions subject to the WIOA (h)(2)(D)(iv). The Native American Program will have a separate negotiation process to discuss any voluntary in-kind or cash contributions that agreed upon would be beneficial and allowable outside of the scope of the formula funding mechanisms referenced in the MOU.

Dated: _____, 2022

By: _____
Northern California Indian Development Council
Greg Gehr, Executive Director

Dated: _____, 2022

By: _____
California Human Development
Thomas Stuebner, CEO

Dated: _____, 2022

By: _____
Unemployment Insurance, State of CA
Employment Development
David Rangel, Employment Development
Administrator

Dated: _____, 2022

By: _____
Humboldt County Department of Health and
Human Services
Connie Beck, Director

Dated: _____, 2022

By: _____

AARP Foundation

Demetrios Antzoulatos

VP-Finance, Operations and Grants

Dated: _____, 2022

By: _____
North Coast Small Business Development
Center, a Program of Humboldt State University
Sponsored Programs Foundation
Kacie Flynn, Executive Director

Dated: _____, 2022

By: _____

North Coast Regional Department of
Child Support
Bennett Hoffman, Director

Dated: _____, 2021

By: _____

Humboldt County Probation Department
Shaun Brenneman, Chief Probation Officer



**AMERICA'S JOB CENTER OF CALIFORNIA (AJCC)SM
SYSTEM SERVICES**

JOB SEEKER		
<u>CAREER SERVICES</u>	DESCRIPTION	PROVIDING OPERATOR OR PARTNER(S)
Intake, Identification of Service Need and Referrals	<ul style="list-style-type: none"> • AJCC registration into CalJOBS and information and referrals to appropriate services based on indicated interest and service needs. • Client referral from partner agency sites as indicated from determining client interest, request or need. 	<ul style="list-style-type: none"> • AJCC intake: HWC; EDD – W-PA; and/or YPO • Partner program intake and referrals offsite: AARP; CalWORKs; CR; DOR; GR; HCCCC; NCIDC; NCSBDC; CHD; and/or YPO
Eligibility Determination	<ul style="list-style-type: none"> • Collect data and verification documents to identify individuals who qualify for eligibility-based services – WIOA, CalWORKs, General Relief, CalFresh, and/or Affordable Care Act programs. 	<ul style="list-style-type: none"> • WIOA Programs: HWC; NCIDC; and/or YPO, • Other Programs: DHHS/SSB; EDD – TAA and Veterans; DOR; UI; and/or NCIDC
AJCC Orientation	<ul style="list-style-type: none"> • An orientation that introduces AJCC services and basic information on how to conduct an effective job search. • A required workshop for AJCC clients who want to use staff-supported services. 	<ul style="list-style-type: none"> • HWC • EDD – W-PA through mandated workshops – IAW, PJSA, and RESEA
Initial Assessment of skills, aptitudes, abilities, and support services needed	<ul style="list-style-type: none"> • Provide WIOA clients with individual and/or group assessments. • Conduct evaluation to determine training and supportive service needs one-on-one. 	<ul style="list-style-type: none"> • HWC; NCIDC; and/or YPO • HWC; NCIDC; and/or YPO
Job Search and Placement Assistance	<ul style="list-style-type: none"> • AJCC self-serve computer-aided job search and job postings in lobby. • Staff-assisted job search; information regarding labor market and high-demand jobs; resume, cover letter and interview assistance; work-readiness workshops; career counseling; assistance with job placement. 	<ul style="list-style-type: none"> • HWC; and/or EDD – W-PA • CR; HWC; EDD – W-PA, TAA; Veterans; DOR; CalWORKs; NCIDC; AARP; CHD; and/or YPO
Provision of Referrals and Coordination of Activities	<ul style="list-style-type: none"> • Referrals are made to partner or other supportive service agencies to ensure for 	<ul style="list-style-type: none"> • All AJCC operators, partners and associated local services

	optimal assistance and success of job seeker clients.	* Attachment C for the local AJCC referral process
JOB SEEKER		
<u>TRAINING SERVICES</u>	DESCRIPTION	PROVIDING OPERATOR OR PARTNER(S)
Provision of Training Program Funds and Performance Information	<ul style="list-style-type: none"> • Inform WIOA clients about amount and purpose of training funds available to them, and program and education provider performance data. • Similar information provided by Partner agencies regarding their programs. 	<ul style="list-style-type: none"> • HWC; NCIDC; and/or YPO • CalWORKs; DOR; AJCC; NCIDC; CHD; and/or EDD – TAA
Provision of Information Regarding Supportive Services (SS) and Funds	<ul style="list-style-type: none"> • Inform WIOA clients about supportive services and funds that can be provided to assist with their training success. • Similar information provided by Partner agencies regarding their programs. 	<ul style="list-style-type: none"> • HWC; and/or YPO's • CalWORKs; DOR; AARP; NCIDC; CHD; and/or EDD-TAA
Provision of Information Regarding other SS and Partner Programs	<ul style="list-style-type: none"> • Inform WIOA clients about other program resources that they may qualify for to help them meet basic needs and assist in completing their training goals. • Similar information provided by AJCC partner agencies to their clients. • Make referrals to other agencies as appropriate. 	<ul style="list-style-type: none"> • HWC; NCIDC; and/or YPO • CalWORKs; DOR; AARP; NCIDC; and/or EDD-TAA • HWC; CalWORKs; DOR; AARP; NCIDC; YPO; CHD; and/or EDD – TAA
Comprehensive Assessments and In-Depth Interviewing and Career Counseling to Help Clients Determine Suitable Employment Goals and Career Pathway	<ul style="list-style-type: none"> • Deliver/proctor assessments tool and counsel WIOA clients to help them select a high-demand job and career pathway; identify and work to alleviate any barriers to employment. • Assist clients of other training programs with the same. 	<ul style="list-style-type: none"> • HWC; and/or YPO • CalWORKs; DOR; NCIDC; and/or AARP
Development of an Individual Employment Plan and Establish a Training Account	<ul style="list-style-type: none"> • Assist WIOA clients, via individual counseling, to develop an employment plan that identifies a career goal, provides achievement objectives, and secures ancillary services to help meet their goal. • Assist clients of other training programs with the same. 	<ul style="list-style-type: none"> • HWC; NCIDC; EDD – TAA; and/or YPO • CalWORKs; NCIDC; DOR; and/or AJCC
Short-Term Pre-Vocational Services	<ul style="list-style-type: none"> • Offer Basic skills training in literacy and numeracy as needed. • Provide skills to assist in English language acquisition. • Offer financial literacy workshops. 	<ul style="list-style-type: none"> • CR; and/or HWC • CR • CR; HWC; and/or DOR • CR; and/or HWC

Attachment A

	<ul style="list-style-type: none"> • Assist in attaining High School Diploma, GED or another HSD equivalency preparation and testing. • Provide information on Applying for UI Benefits. • Offer Life Skills and Work/Life Balance assistance. • Provide Work Readiness and Retention Skills Development Workshops and/or Group Counseling when appropriate. 	<ul style="list-style-type: none"> • EDD – W-PA; and/or HWC • CR; and/or HWC • CR; and/or HWC
Internships and Work Experience Placement	<ul style="list-style-type: none"> • Develop job sites and place clients in a WEX training aligned with their employment goals. • Monitor and assist job site employer and client to ensure for successful outcomes. 	<ul style="list-style-type: none"> • HWC; CalWORKs; DOR; AARP; NCIDC; CHD; and/or YPO • HWC; CalWORKs; DOR; AARP; CHD; and/or NCIDC
On-the-Job Training Placements	<ul style="list-style-type: none"> • Develop job sites and place clients in an OJT aligned with their employment goals. • Monitor and assist job site employer and client to ensure for successful outcomes. 	<ul style="list-style-type: none"> • HWC; CalWORKs; DOR; AARP; CHD; and/or NCIDC
Out-of-Area Job Search and Relocation Assistance	<ul style="list-style-type: none"> • Provide job placement assistance to WIOA clients who have trained for a high-demand job out-of-area. • Assist WIOA client with a relocation plan and funds to support the plan. 	<ul style="list-style-type: none"> • HWC; EDD – TAA; YPO; and DOR • HWC; EDD – TAA; YPO; and/or DOR
Follow-Up Services	<ul style="list-style-type: none"> • Provide WIOA clients with continued career and retention counseling as needed for up to 12 months following employment. 	<ul style="list-style-type: none"> • HWC; NCIDC; and/or YPO

EMPLOYER, BUSINESS, AND INDUSTRY

<u>BUSINESS SERVICES</u>	DESCRIPTION	PROVIDING OPERATOR OR PARTNER(S)
Labor Exchange Services	<ul style="list-style-type: none"> • Provide basic and in-depth labor market and employment information. • Job posting assistance into CalJOBS and AJCC website. • Recruitment assistance including job fairs, resume searches, job announcements across AJCC partners. • Candidate screening via aptitude, skills and readiness testing, and interviews. 	<ul style="list-style-type: none"> • EDD – LMID, TAA, W-PA, and Veterans; HWC; and/or WDB • EDD – W-PA and Veterans; and/or HWC • EDD – W-PA and Veterans; and/or HWC • HWC; DOR; YPO and/or CR
Business Assistance with Employment Related Questions	<ul style="list-style-type: none"> • Provide basic and in-depth labor market information regarding wages, job 	<ul style="list-style-type: none"> • NCSBDC; EDD – LMID; HWC; and/or WDB

Attachment A

	<p>classifications, employment rates and in-demand industry sectors.</p> <ul style="list-style-type: none"> • Provide answers and materials to employers regarding managing employees and regulations. • Provide answers and materials related to small business and self-employment. • Information regarding wage subsidy programs. • Information regarding employment related tax credits. • Hiring and making accommodations for employees with disabilities. 	<ul style="list-style-type: none"> • EDD; and/or NCSBDC • NCSBDC; and/or HWC • HWC; CalWORKs; and/or YPO's • HWC; EDD – W-PA and Veterans; and/or CalWORKs • DOR
Business Assistance with HR Related Needs	<ul style="list-style-type: none"> • Employer workshops in hiring, interviewing and employee retention. • Assistance with job descriptions. • Workshops in recruitment, hiring and retention. 	<ul style="list-style-type: none"> • HWC; SPS; and/or NCSBDC • HWC; NCSDBC; and/or EDD – W-PA and Veterans. • HWC
Business Assistance with Layoff Aversion or Events	<ul style="list-style-type: none"> • Business analyses and assistance to avoid employee layoffs or closures. • Assistance with layoff and provision of information to dislocated workers. 	<ul style="list-style-type: none"> • NCSBDC; NCIDC; and/or WDB • EDD; EDD – W-PA; DHHS/SSB; NCIDC; and/or WDB staff
Training Services for Business Owners and/or Incumbent Workers	<ul style="list-style-type: none"> • Customer Service Training. • Customized Training for a specific company or industry sector. • Management/Supervisory and/or HR training. • Bookkeeping, financial reporting and business computing training. • Business plan development and business loan procurement assistance. • Monthly luncheon training/presentations and periodic seminars on labor and employment law, business regulations and compliance, Human Resource (HR) and other business-related topics. 	<ul style="list-style-type: none"> • CR and/or HWC • NCSDBC; CR and/or HWC • CR; NCSDBC; and/or HWC • CR and/or NCSBDC • NCSBDC • EDD – W-PA (via NEAC)

Acronym Key

- **AJCC** – America’s Job Center of Californiasm
- **AARP** – American Association of Retired Persons Foundation
- **CalWORKs** – California’s Temporary Assistance to Needy Families Program
- **CHD** – California Human Development
- **CR** – College of the Redwoods, a CA Community College
- **DHHS/SSB** – Department of Health and Human Services, Social Service Branch
- **DOR** – California Department of Rehabilitation
- **EDD** – California State Employment Development Department
- **GR** – DHHS General Relief Program
- **HCCCC** – Humboldt County Community Correctional Center, a multi-agency center for adjudicated clients
- **HWC** – Humboldt Workforce Coalition
- **LMID**-Labor Market Information Division
- **NEAC**-North Coast Employer Advisory Council
- **NCIDC** – Northern California Indian Development Council
- **NCSBDC** – North Coast Small Business Development Center
- **PJSA** - Personalized Job Search Assistance
- **RESEA** – Reemployment Services and Eligibility Assessments
- **SPS** - Sequoia Personnel Services
- **TAA**-Trade Adjustment Assistance Act
- **TJM** – The Job Market, local name for Humboldt’s AJCC
- **UI**-Unemployment Insurance Benefits
- **Veterans** – EDD’s Job’s for Veterans State Grant (JVSG)
- **W-PA**-Wagner-Peyser Act
- **WDB** – Workforce Development Board
- **WIOA** – Workforce Innovation and Opportunity Act
- **YEOP**-Youth Employment Opportunity Program
- **YPO** – Youth Program Operator (WIOA Youth Program)



Workforce Innovation and Opportunity Act America's Job Center of California™ (AJCC) Memorandum of Understanding (MOU)

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Process and Development

Local Area: Humboldt County Workforce Development Board

Date Submitted:

Attachment: Signed Phase I Memorandum of Understanding

The term of this agreement

The Memorandum of Understanding Phase II is effective from July 1, 2022, through June 30, 2025.

Identification of all AJCC partners, Chief Elected Officials, and Local Boards participating in this agreement

Chief Elected Official

Humboldt County Board of Supervisors (BOS)

Local Workforce Development Board

Humboldt County Workforce Development Board (HC-WDB)

AJCC Partners Participating in the Infrastructure Funding Agreement

Humboldt Workforce Coalition

College of the Redwoods

State of California Employment Development Department

AJCC Partners Participating in the Career Services Agreement

Humboldt Workforce Coalition

State of California, Employment Development Department



College of the Redwoods
State of California, Unemployment Insurance
Northern California Indian Development Council
California Human Development
State of California Department of Rehabilitation

AJCC Partners Participating in the Shared Other System Costs Agreement

College of the Redwoods
State of California Employment Development Department
Humboldt County Department of Health and Human Services, Employment Training Division and CalWORKs Division

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

Multiple meetings were convened between the HCWDB and the AJCC partners; all AJCC partners; and co-located AJCC partners. In addition, multiple phone conversations and emails occurred between the HCWDB Executive Director and partners. Upon receipt of completed templates by all the partners, a draft document was written and circulated for review by partners and then presented to the Workforce Development Board for approval and recommendation to the BOS for signature and approval.

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

The parties agree to communicate openly and directly to resolve policy, practice disputes or other problems 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. Parties shall continue with the responsibilities under the MOU during any dispute. Disputes shall be resolved in a timely manner. If not able to resolve at these lower levels, disputed issues shall be submitted in writing to the AJCC Operators Consortium for a written decision. If this decision is not accepted by the disputing parties, then the parties may, within 30 days, appeal in writing to the HC-WDB Executive Committee. The HC-WDB Executive Committee shall attempt to resolve the dispute in a mutually satisfactory manner. If the HC-WDB Executive Committee is unsuccessful, it may engage the services of a local mediation service to assist. If mediation is unsuccessful, the HC-WDB Executive



Committee shall select a local arbitrator acceptable to the parties involved. The arbitrator so elected may schedule and hold an arbitration hearing. The parties shall be bound by final decisions of the arbitrator.

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 Workforce Development Board will be responsible for ensuring all AJCC infrastructure and other shared costs are fair and equitable. Workforce Development Board staff will be responsible for reviewing, reporting, revising, or making recommendations to the Workforce Development Board on a quarterly basis. A process will be developed for comparing expenses incurred to relative benefits received.

A description of the reconciliation schedule that will be used to ensure all AJCC partners contribute their fair and equitable share of infrastructure and other system costs, including the identification of who will fulfill this responsibility.

When

May 5, 2023

May 3, 2024

May 2, 2025

Who

Humboldt County Economic Development Coordinator

Humboldt County Economic Development Coordinator

Humboldt County Economic Development Coordinator

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

All non-located partners will provide a signature herein, stating they agree to pay their proportionate share of infrastructure costs once the methodology is established.



Sharing Infrastructure Costs

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

Local Boards have two options:

Option 1: Develop a separate budget for each comprehensive AJCC.

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

All co-located partners are required to participate in infrastructure cost sharing. Infrastructure costs cannot include personnel.

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

Option 1: A separate budget for each comprehensive AJCC. Humboldt County has one comprehensive AJCC and will provide one budget.

Option 2: A consolidated system-wide budget for the network of comprehensive AJCCs – **NOT APPLICABLE TO HUMBOLDT**



Comprehensive America's Job Center of California (AJCC) and Collocated Partners

- Include all comprehensive AJCCs Identified in the Phase I MOU
- Collocated Partner definition: All AJCC partners who have a physical presence within the center, either full time or part time.

Comprehensive AJCC #1

The Job Market
409 K Street
Eureka, Ca 95501

Partners Collocated at this AJCC

Humboldt Workforce Coalition
College of the Redwoods
State of California Employment Development Department



AMERICA'S JOB CENTER OF CALIFORNIA THE JOB MARKET INFRASTRUCTURE BUDGET		
Cost Category/Line Item	Line Item Cost Detail	Cost
COST SHARING CALCULATION FOR STATE OF CALIFORNIA EMPLOYMENT DEVELOPMENT DEPARTMENT (EDD) FACILITIES		
EDD Rental of Facility	Capital Overlay Project	\$27,740
Rental Costs Subtotal:		\$27,740
EDD Utilities, Maintenance and Equipment		
Utilities		\$42,053
Janitorial		\$114,160
Alarm monitoring		\$1,320
Grounds maintenance		\$4,788
HVAC maintenance		\$26,640
Pest control		\$900
Elevator maintenance		\$6,000
Parking lot power sweep		\$4,788
Computer/Printer		\$10,832
Telecom		\$1,202
Copier/Fax		\$3,163



EDD Utilities, Maintenance and Equipment Subtotal:		\$216,446
Subtotal Rent Costs/EDD Facility		
		\$27,740
Subtotal Utilities, Maintenance and Equipment/EDD Facility		\$216,446
Total EDD Facility		\$244,186
Collocated Partner	Square Footage Rate Percentage	Total Partner Share for EDD Facility
Employment Development Department	48%	\$72,670
Humboldt Workforce Coalition	44%	\$66,614
College of the Redwoods	8%	\$12,111
OFFSET INFRASTRUCTURE CONTRIBUTIONS BY EACH NON-EDD COLLOCATED PARTNER		
DIRECT CONTRIBUTION/OFFSET BY Humboldt Workforce Coalition		
Equipment and Technology		
Telecommunications	Internet/WiFi for public	\$2,500
Assessment-related products	Essential Education materials (Basic Skills), Virtual Job Shadow, Typing tests Premiere Virtual...Office Suite, Adobe Suite	\$4,500
Job Center Printer	Printer maintenance and Supplies of Job Center Printer	\$3,000

Attachment B



Software	Assistive Technology built into Windows 10, Dedicated Assistive Technology Workstation in the lobby, Office Pro, Adobe Pro, Winway	\$3,500
IS Maintenance IT Person/Trainer	FTE 1.0 Annual IS Charge to maintain equipment and software	\$75,636
Updating Electronic Resources	Annual Hardware and Software Updates	\$1,500
Remote Support Systems	Fortress/Goverlan to remotely support job center and classroom workstations. Linkdin contracts.	\$1,000
Job Market Equipment Upgrade	32 computers, 40 monitors, 5 laser printers, 3 projectors, 17 computer chairs	\$69,146.54
TOTAL Humboldt Workforce Coalition		\$160,782.54



DIRECT CONTRIBUTION/OFFSET BY COLLEGE OF THE REDWOODS		
Equipment and Technology		
Computers	Computer lab	\$21,865
Other tangible equipment used to serve all center customers (not specific to an individual program partner)	Printer	\$400
Specify Other Tangible Equipment		
TOTAL COLLEGE OF THE REDWOODS CONTRIBUTION		\$22,265

SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED/OFFSET BY COLLOCATED PARTNERS				
Partner	Square Footage Rate Percentage for EDD Facility	Total Partner Share for EDD Facility	Direct Contribution/offset	Remaining Share
Humboldt Workforce Coalition	44%	\$66,614	\$160,782.54	+\$94,168
Employment Development Department	48%	\$72,670	\$73,747	+\$1,077
College of the Redwoods	8%	\$12,111	\$22,265	+13,754



Infrastructure Cost Allocation Methodology

Identify the chosen and agreed upon cost allocation methodology:

✓ The proportion of a partner program's occupancy percentage of the AJCC (square footage) Methodology for EDD facilities including rent, maintenance, utilities, and equipment was based on square footage. The total cost was divided among the three co-located partners; EDD @ 48%, HWC @ 44%, CR @ 8%.



Collocated Partners Sharing AJCC Infrastructure Costs Signature Page

By signing below, all parties agree to the terms prescribed in the infrastructure cost sharing budget.

HUMBOLDT COUNTY BOARD OF SUPERVISOR CHAIR

Printed Name and Title

Signature and Date

HUMBOLDT COUNTY WORKFORCE DEVELOPMENT BOARD CHAIR

Printed Name and Title

Signature and Date



Collocated Partners Sharing AJCC Infrastructure Costs Signature Page

By signing below, all parties agree to the terms prescribed in the infrastructure cost sharing budget.

STATE OF CALIFORNIA, EMPLOYMENT DEVELOPMENT DEPARTMENT

Printed Name and Title

Signature and Date



Collocated Partners Sharing AJCC Infrastructure Costs Signature Page

By signing below, all parties agree to the terms prescribed in the infrastructure cost sharing budget.

Humboldt Workforce Coalition

Printed Name and Title

Signature and Date



Collocated Partners Sharing AJCC Infrastructure Costs Signature Page

By signing below, all parties agree to the terms prescribed in the infrastructure cost sharing budget.

COLLEGE OF THE REDWOODS

Printed Name and Title

Signature and Date



Non-Collocated Partners Sharing Infrastructure Costs When Methodology Determined Signature Page

By signing below, all parties agree that when data are available to determine the AJCC benefit to non-co-located partners, the infrastructure cost sharing agreement will be renegotiated to include their proportionate share of contributions subject to the WIOA (h)(2)(D)(iv). The Native American Program will have a separate negotiation process to discuss any voluntary in-kind or cash contributions that agreed upon would be beneficial and allowable outside of the scope of the formula funding mechanisms referenced in the MOU.

NORTHERN CALIFORNIA INDIAN DEVELOPMENT COUNCIL

Printed Name and Title

Signature and Date

Non-Collocated Partners Sharing Infrastructure Costs When Methodology Determined Signature Page

The state is in the process of implementing the requisite statewide data tracking system, and once such data are available, all non-collocated partners who are receiving benefit from the AJCCs will also be required to contribute their proportionate share towards infrastructure costs. Consequently, the Phase II MOU must include an assurance from all non-collocated partners that they agree to pay their proportionate share of infrastructure costs as soon as sufficient data are available.

By signing below, all parties agree that when data are available to determine the AJCC benefit to non-co-located partners, the infrastructure cost sharing agreement will be renegotiated to include their proportionate share of contributions.

STATE OF CALIFORNIA DEPARTMENT OF REHABILITATION

Printed Name and Title

Signature and Date

Non-Collocated Partners Sharing Infrastructure Costs When Methodology Determined Signature Page

The state is in the process of implementing the requisite statewide data tracking system, and once such data are available, all non-collocated partners who are receiving benefit from the AJCCs will also be required to contribute their proportionate share towards infrastructure costs. Consequently, the Phase II MOU must include an assurance from all non-collocated partners that they agree to pay their proportionate share of infrastructure costs as soon as sufficient data are available.

By signing below, all parties agree that when data are available to determine the AJCC benefit to non-co-located partners, the infrastructure cost sharing agreement will be renegotiated to include their proportionate share of contributions.

AARP, FOUNDATION

Printed Name and Title

Signature and Date

DRAFT

Non-Collocated Partners Sharing Infrastructure Costs When Methodology Determined Signature Page

The state is in the process of implementing the requisite statewide data tracking system, and once such data are available, all non-collocated partners who are receiving benefit from the AJCCs will also be required to contribute their proportionate share towards infrastructure costs. Consequently, the Phase II MOU must include an assurance from all non-collocated partners that they agree to pay their proportionate share of infrastructure costs as soon as sufficient data are available.

By signing below, all parties agree that when data are available to determine the AJCC benefit to non-collocated partners, the infrastructure cost sharing agreement will be renegotiated to include their proportionate share of contributions.

STATE OF CALIFORNIA, UNEMPLOYMENT INSURANCE

Printed Name and Title

Signature and Date

Non-Collocated Partners Sharing Infrastructure Costs When Methodology Determined Signature Page

The state is in the process of implementing the requisite statewide data tracking system, and once such data are available, all non-collocated partners who are receiving benefit from the AJCCs will also be required to contribute their proportionate share towards infrastructure costs. Consequently, the Phase II MOU must include an assurance from all non-co-located partners that they agree to pay their proportionate share of infrastructure costs as soon as sufficient data are available.

By signing below, all parties agree that when data are available to determine the AJCC benefit to non-co-located partners, the infrastructure cost sharing agreement will be renegotiated to include their proportionate share of contributions.

CALIFORNIA HUMAN DEVELOPMENT

Printed Name and Title

Signature and Date

Non-Collocated Partners Sharing Infrastructure Costs When Methodology Determined Signature Page

The state is in the process of implementing the requisite statewide data tracking system, and once such data are available, all non-collocated partners who are receiving benefit from the AJCCs will also be required to contribute their proportionate share towards infrastructure costs. Consequently, the Phase II MOU must include an assurance from all non-co-located partners that they agree to pay their proportionate share of infrastructure costs as soon as sufficient data are available.

By signing below, all parties agree that when data are available to determine the AJCC benefit to non-co-located partners, the infrastructure cost sharing agreement will be renegotiated to include their proportionate share of contributions.

HUMBOLDT COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES, CALWORKS DIVISION

Printed Name and Title

Signature and Date

Sharing Other One-Stop System Costs

A budget outlining other system costs relating to the operation of the local One-Stop 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 collocated partners share infrastructure costs, all One-Stop partners must share in career services and may share in other system costs. All partners that signed the Phase I MOU must also sign the Phase II MOU for the sharing of other system costs.

The One-Stop System Partners Included in the Sharing of Other One-Stop Delivery System Costs

Title I – Adult, Dislocated Workers, and Youth - Humboldt Workforce Coalition (HWC)

Title II - Adult Education – College of the Redwoods (CR)

Title III - Wagner-Peyser – State of California, Employment Development Department (EDD)

Title IV - Department of Rehabilitation – State of California, Department of Rehabilitation (DOR)

Title V - Older American Act – AARP Foundation (AARP)

Trade Act - State of California, Employment Development Department (EDD)

Veterans - State of California, Employment Development Department (EDD)

Unemployment Insurance - State of California, Employment Development Department (EDD)

TANF/CalWORKs - Department of Health and Human Services, CalWORKs Division

Native American Programs – Northern California Indian Development Council (NCIDC)

Migrant Seasonal Farmworkers – California Human Development (CHD)

Community Services Block Grant – California Human Development (CHD)

Note: Carl Perkins Career Technical Education, College of the Redwoods, is a training provider and does not provide career services with this funding stream.

Required Consolidated System Budget for “Applicable Career Services”

The other system costs budget must be a consolidated budget that includes a line item for applicable career services. The signed Phase I MOU required identification of the career services that were applicable to 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 and be in alignment with the MOU Phase I.

Applicable Career Services are services authorized to be provided under each partner’s program.

Summary of Career Services Applicable to Each One-Stop Delivery System Partner

Basic Career Services	Title I Adult	Title I DW	Title I Youth	Title II Adult Ed	Title III Wagner Peyser	Title IV Voc Rehab	CALWORKS TANF
Title 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	Comm Services Block Grant	Title V Older Americans	Native American	Migrant Seasonal Farmworker	Veterans	Trade Act	Unemployment Insurance
Title 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	Title I Adult	Title I DW	Title I Youth	Title II Adult Ed	Title III Wagner Peyser	Title IV Voc Rehab	CalWORKs TANF
Comp Assessment	✓	✓	✓			✓	✓
IEP	✓	✓	✓			✓	✓
Career Plan/Counsel	✓	✓	✓		✓	✓	✓
Short-Term Prevocational	✓	✓	✓	✓		✓	✓
Internships/Work Experience	✓	✓	✓	✓		✓	✓
Out-of-Area Job Search	✓	✓	✓			✓	✓
Financial Literacy	✓	✓	✓	✓		✓	✓
IET/ELA				✓			
Workforce Preparation	✓	✓	✓	✓	✓	✓	✓

Individual Career Services	Community Block Grant	Title V Older Americans	Native Americans	Migrant Seasonal Farmworkers	Veterans	Trade Act	Unemployment Insurance
Comp Assessment	✓	✓	✓	✓	✓	✓	
IEP	✓	✓	✓	✓	✓	✓	
Career Plan/Counsel	✓	✓	✓	✓	✓	✓	
Short-Term Prevocational	✓		✓	✓			
Internships/Work Experience	✓	✓	✓	✓			
Out-of-Area Job Search	✓		✓	✓		✓	
Financial Literacy	✓		✓	✓	✓	✓	
IET/ELA	✓						
Workforce Preparation	✓	✓	✓	✓	✓	✓	

Required Consolidated Budget for the Delivery of Applicable Career Services

This budget includes 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. Unlike the IFA, other system costs should include all costs, including personnel, related to the administration and delivery of those services.

Basic Career Services	Title I Adult	Title I DW	Title I Youth	Title II Adult Ed	Title III Wagner Peyser	Title IV Voc Rehab	CalWORKs TANF
T-I Eligibility/Initial Assess Outreach, Intake, Orient Labor Exchange/Job Search Referrals/LMI Support Service Info UI Info/Fin Aid Info	\$173,860	\$47,875	\$94,937	\$13,700	\$669,364	\$225,682	\$177,000
Basic Career Services	Community Block Grant	Title V Older Americans	Native American	Migrant Seasonal Farmworker	Veterans	Trade Act	Unemployment Insurance
T-I Eligibility/Initial Assess Outreach, Intake, Orient Labor Exchange/Job Search Referrals/LMI Support Service Info UI Info/Fin Aid Info	\$5,800	\$19,396	\$107,476	\$31,220	\$65,261	\$42,685	\$5,329

Individual Career Services	Title I Adult	Title I DW	Title I Youth	Title II Adult Ed	Title III Wagner Peyser	Title IV Voc Rehab	CalWORKs TANF
Comp Assessment/IEP Career Plan/Counsel Short-Term Pre-vocational Internship/Work Experience Financial Literacy IET/ELA/WF Prep	\$ 260,790	\$ 71,815	\$ 94,937	\$ 0.00	\$ 107,115	\$ 902,730	\$ 265,000
Individual Career Services	Community Block Grant	Title V Older Americans	Native American	Migrant Seasonal Farmworker	Veterans	Trade Act	Unemployment Insurance
Comp Assessment/IEP Career Plan/Counsel Short-Term Pre-vocational Internship/Work Experience Financial Literacy IET/ELA/WF Prep	\$5,800	\$19,396	\$82,888	\$38,472	\$11,516	\$7,532	\$0.00
Consolidated budget total of career services delivered through the One-Stop system: \$ 3,484,969							

Partner Agreement to Share Other One-Stop System Costs

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 One-Stop partners, and business services.

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

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.

Options for Local Agreement for Partners to Share Other System Costs

- **Initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services to meet such needs, and referrals to other AJCC partners.** This may include costs such as technology and tools that increase integrated service delivery through the sharing of information and service delivery processes.
- **Business services.** 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.
- **AJCC partner staff cross training.** This may include any staff cross training on partner programs and eligibility identified in Phase I.
- **One-Stop operator.** This may include the system role of the One-Stop operator (e.g., coordinating service providers across the One-Stop 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.
- **Shared personnel costs for AJCC co-located partners.** This may include center receptionists and/or center managers.

Optional partner agreement to share other One-Stop system costs: initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services to meet such needs, and referrals to other AJCC partners.

This may include costs such as technology and tools that increase integrated service delivery through the sharing of information and service delivery processes.

One-Stop System Budget: Initial Intake, Assessment, Basic Skills Identification, Services, Referrals

Line Item	Budget Detail	Cost
Staff salaries Onsite	5 staff at 1.0 FTE	\$ 352,284
Staff salaries Offsite	3 staff at 0.5 FTE (Leveraged funds)	\$ 19,000
Misc. supplies	Telecommunication	\$ 3,000
Promotional Materials	Advertising and Printing	\$ 6,000
Total Budget:		\$ 380,284

Proportionate Share: Initial Intake, Assessment, Basic Skills Identification, Services, Referrals

Partner	Compute Methodology	Partner Share	Share in Cash	Share in In-Kind
Title I Adult	Contribution/Actual	\$100,737		\$100,737
Title I Dislocated Worker	Contribution/Actual	\$67,051		\$67,051
Title I Youth	Contribution/Actual	\$114,820		\$114,820
Title II Adult Ed (off-site)	Contribution/Actual	\$20,000		\$20,000
Title III Wagner-Peyser	Contribution/Actual	\$16,944		\$16,944
Veterans	Contribution/Actual	\$1,794		\$1,794
Trade Act	Contribution/Actual	\$1,196		\$1,196
TANF/CalWORKs	Contribution/Actual	\$57,742		\$57,742
Total Budget:		\$380,284		\$380,284

Optional Partner Agreement to Share Other One-Stop System Costs: Business Services

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.

One-Stop System Budget: Business Services

Line Item	Budget Detail	Cost
Staff salaries (HWC)	1 FTE staff	\$74,669
Other costs	Travel	\$1,995
Staff salaries (EDD)	1.0 EPR (FTE)	\$128,907
Total Budget:		\$ 204,735

Proportionate Share: Business Services

Partner	Compute Methodology	Partner Share	Share in Cash	Share in In-Kind
Title I Adult	Contribution/Actual	\$10,889		\$10,889
Title I Dislocated Worker	Contribution/Actual	\$7,100		\$7,100
Title III Wagner-Peyser	Contribution/Actual	\$108,860		\$108,860
Veterans	Contribution/Actual	\$11,526		\$11,526
Trade Act	Contribution/Actual	\$7,684		\$7,684
TANF/CALWORKS	Contribution/Actual	\$58,676		\$58,676
Total Budget:		\$ 204,735	\$	\$ 204,735

Optional Partner Agreement to Share Other One-Stop System Costs: AJCC Partner Staff Cross Training
 This may include any staff cross training on partner programs and eligibility identified in the Phase I MOU.

One-Stop System Budget: AJCC Partner Staff Cross Training

Line Item	Budget Detail	Cost
Cross training	12 staff at 30 hours per staff member - \$1,351 per staff	\$16,212
Cross training	21 staff at 30 hours per staff member - \$1,285	\$26,985
Cross training	1.0 EPR (FTE)	\$128,071
Cross training	Presentation quarterly x \$150 = \$600 Attendance quarterly x \$100 = \$400	\$1,000
Total Budget:		\$ 172,268

Proportionate Share: AJCC Partner Staff Cross Training

Partner	Compute Methodology	Partner Share	Share in Cash	Share in In-Kind
Title I Adult	Contribution/Actual	\$21,159		\$21,159
Title I Dislocated Worker	Contribution/Actual	\$5,826		\$5,826
Title I Youth	Contribution/Actual	\$1,500		\$1,500
Title III Wagner-Peyser	Contribution/Actual	\$108,860		\$108,860
Veterans	Contribution/Actual	\$11,526		\$11,526
Trade Act	Contribution/Actual	\$7,684		\$7,684
TANF/CalWORKs	Contribution/Actual	\$16,212		\$16,212
Total Budget:		\$ 172,767	\$	\$ 172,767

Optional Partner Agreement to Share Other One-Stop System Costs: Shared Personnel Costs for AJCC Co-located Partners This may include center receptionists and/or center managers.				
One-Stop System Budget: AJCC Personnel				
AJCC Personnel		Budget Detail		Cost
Reception staff		1.0 FTE staff		\$44,998
Training Support		.5 FTE staff		\$13,179
Total Budget:				\$ 58,177
Proportionate Share: AJCC Personnel				
Co-located Partner	Compute Methodology	Partner Share	Share in Cash	Share in In-Kind
EDD	Contribution/Actual	\$900,114	\$	\$900,114
HWC	Contribution/Actual	\$231,094		\$231,094
Total Budget AJCC:		\$ 1,131,208	\$	\$ 1,131,208

Methodology used to determine other shared costs
Amounts listed include actual total costs applied to provision of listed processes or services for the AJCC system. Each agency provided amounts that reflect a direct contribution to the AJCC.

Signature Page: AJCC Partners Sharing Other One-Stop System Costs

All partners who signed the Phase I MOU must sign the Phase II MOU.

By signing below, all parties agree to the terms prescribed in the sharing of career services and other One-Stop system costs.

HUMBOLDT COUNTY BOARD OF SUPERVISORS CHAIR

Printed Name and Title

Signature and Date

HUMBOLDT COUNTY WORKFORCE DEVELOPMENT BOARD CHAIR

Printed Name and Title

Signature and Date

Signature Page: AJCC Partners Sharing Other One-Stop System Costs

All partners who signed the Phase I MOU must sign the Phase II MOU.

By signing below, all parties agree to the terms prescribed in the sharing of career services and other One-Stop system costs.

HUMBOLDT COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES, EMPLOYMENT TRAINING DIVISION AND CALWORKS DIVISION

Printed Name and Title

Signature and Date

Signature Page: AJCC Partners Sharing Other One-Stop System Costs

All partners who signed the Phase I MOU must sign the Phase II MOU.

By signing below, all parties agree that when data are available to determine the AJCC benefit to non-located partners, the infrastructure cost sharing agreement will be renegotiated to include their proportionate share of contributions subject to the WIOA (h)(2)(D)(iv). The Native American Program will have a separate negotiation process to discuss any voluntary in-kind or cash contributions that agreed upon would be beneficial and allowable outside of the scope of the formula funding mechanisms referenced in the MOU.

NORTHERN CALIFORNIA INDIAN DEVELOPMENT COUNCIL

Printed Name and Title

Signature and Date

Signature Page: AJCC Partners Sharing Other One-Stop System Costs

All partners who signed the Phase I MOU must sign the Phase II MOU.

By signing below, all parties agree to the terms prescribed in the sharing of career services and other One-Stop system costs.

STATE OF CALIFORNIA DEPARTMENT OF REHABILITATION

Printed Name and Title

Signature and Date

Signature Page: AJCC Partners Sharing Other One-Stop System Costs

All partners who signed the Phase I MOU must sign the Phase II MOU.

By signing below, all parties agree to the terms prescribed in the sharing of career services and other One-Stop system costs.

CALIFORNIA HUMAN DEVELOPMENT

Printed Name and Title

Signature and Date

Signature Page: AJCC Partners Sharing Other One-Stop System Costs

All partners who signed the Phase I MOU must sign the Phase II MOU.

By signing below, all parties agree to the terms prescribed in the sharing of career services and other One-Stop system costs.

STATE OF CALIFORNIA, UNEMPLOYMENT INSURANCE

Printed Name and Title

Signature and Date

Signature Page: AJCC Partners Sharing Other One-Stop System Costs

All partners who signed the Phase I MOU must sign the Phase II MOU.

By signing below, all parties agree to the terms prescribed in the sharing of career services and other One-Stop system costs.

AARP FOUNDATION

Printed Name and Title

Signature and Date

Signature Page: AJCC Partners Sharing Other One-Stop System Costs

All partners who signed the Phase I MOU must sign the Phase II MOU.

By signing below, all parties agree to the terms prescribed in the sharing of career services and other One-Stop system costs.

COLLEGE OF THE REDWOODS

Printed Name and Title

Signature and Date

Signature Page: AJCC Partners Sharing Other One-Stop System Costs

All partners who signed the Phase I MOU must sign the Phase II MOU.

By signing below, all parties agree to the terms prescribed in the sharing of career services and other One-Stop system costs.

STATE OF CALIFORNIA, EMPLOYMENT DEVELOPMENT
DEPARTMENT

Printed Name and Title

Signature and Date



AMERICA'S JOB CENTER OF CALIFORNIA (AJCC)SM SYSTEM SERVICES REFERRAL UNDERSTANDING

The required partners, hereafter, Parties, acknowledge the requirement for referrals and possible co-enrollment of clients between partnering agencies. The Parties recognize that the need for referrals may be identified at any point during a client's use of AJCC services and by signing this Memorandum of Understanding (MOU) have therefore agreed to follow the processes that ensure referrals are made promptly and clearly between agencies. The Parties agree to maintain and modify these processes and any related forms as necessary.

Agency and Program Informational Reference

The Parties will provide a summary of AJCC services to be provided by their agency as it pertains to the AJCC within thirty (30) days of executing this MOU. This will be provided in a summary outline, in a format agreed to by Parties, bullet-pointing each service followed by a brief description of the service. Any eligibility requirements to a specific program or service shall also be provided to be included in the desk reference to assist the Parties in making correct referrals based on need and service eligibility. These program descriptions will be compiled into a desk reference for the staff of each Party.

Staff Cross-Training between Partner Agencies

Staff from each Party involved in direct client services will be provided a copy of the desk reference (defined under Agency and Program Informational Reference) and cross-trained in the programs and services as outlined therein. Staff will also be trained in the referral process and how to determine when a referral is necessary.

Notice of New Program Opportunities, Services or Events

The Parties agree to share information about new services, workshops, activities, or events between one another in a timely manner as they may relate to the AJCC mission and/or benefit of AJCC clients. Such announcements shall be forwarded to the Humboldt Workforce Coalition (HWC) email box at HWC@humboldt.edu. HWC will post flyers and handouts as appropriate, forward the information via mass email to appropriate Parties and/or place on the AJCC website as requested.

Service Request Referral Process

Because the Parties use several unique databases or other systems of client tracking, no common database platform is currently available in which the staff can interact. For this reason, the Parties have agreed to use only secured data sharing formats to comply with state mandated confidentiality agreements and protect Personally Identifiable Information such as direct phone calls, contact emails, drop box, secure fax and drop-in referrals by appointment only. For further information on PII, refer to the Humboldt County Workforce Development Board's *Personally Identifiable Information* policy.



AMERICA'S JOB CENTER OF CALIFORNIA (AJCC)sm
RELEASE OF INFORMATION

I, _____, have been informed that the Job Market is a consortium of partners including Humboldt Workforce Coalition, the California Departments of Rehabilitation and Employment Development, College of the Redwoods, Humboldt County Department of Health and Human Services, North Coast Small Business Development Center, AARP Foundation, Northern California Indian Development Council and California Human Development. I give permission to these service providers to share oral or written information regarding my employment history, my job readiness, search and placement activities, educational enrollment information related to training funded by one of these agencies, or as necessary to meet other workforce supports I request through The Job Market.

I understand my personal identifying information shall not be subject to public disclosure beyond these partners. This release does not allow sharing any personal health information covered by the Health Insurance Portability and Accountability Act (HIPAA), nor any information not authorized above as covered by the Family Educational Rights and Privacy Act (FERPA) (except as provided by law in California Education Code Sections 76243 and 76244), California Welfare and Institutions Code Sections 5328 and 10850, Title 45 of the Code of Federal Regulations (CFR) Section 205.50(a), California Unemployment Insurance Code (UIC) Sections 1094 and 2111, the Information Practices Act (IPA), California Civil Code Sections 1798 through 1798.78 and the Wagner-Peyser Laws of 20 CFR Part 652 through Part 654.

I further agree to hereby release and hold harmless the Job Market consortium from any and all actions that may be taken by prospective employers regarding information I have shared regarding my work history, previous training, or other employment related information.

I understand that the dates of requested information are: _____ to _____ and is effective for no more than one year from the date signed. I may cancel this release of information by written notification to Job Market staff at any time, except to the extent that action prior to my cancellation has been taken in reliance upon it.

X

(Participant Signature)

(Date)



Grievance and Complaint Procedure

What to do if you believe the Humboldt County Workforce Development Board (HC-WDB), one of its providers of services or any staff person has violated any provision of the Workforce Innovation and Opportunity Act (WIOA), Employment Development Department Directives, or HC-WDB policies.

Individuals wishing to file a complaint regarding an action, policy or treatment that impacts their participation in a HC-WDB program are encouraged to contact either their WIOA Program Operator or case worker to attempt to resolve the complaint informally through the recipient’s own grievance process. HC-WDB shall be given immediate notice of any such complaint filed with the recipient that is being addressed. However, if the informal process does not resolve the complaint, individuals will have the right to file a formal complaint and be heard by the Humboldt Equal Employment Opportunity (EEO) Officer.

Your written complaint must include the following:

- Full name, mailing address, and telephone number of the complainant;
- Full name, mailing address, and telephone number of the respondent;
- A clear and concise statement of the facts and dates describing the alleged violation;
- The provisions of the WIOA, the WIOA regulations, grant or other agreements under the WIOA, believed to have been violated;
- Grievances or complaints against individuals, including staff or participants, shall indicate how those individuals did not comply with the WIOA law, regulation, or contract; and
- The remedy sought by the complainant.

To file a written complainant locally, email to: jclark@co.humboldt.ca.us; fax to 707-445-7285 or mail to:

Humboldt County Human Resources
Attn: Equal Employment Opportunity Officer
525 Fifth Street, Room 100
Eureka, CA 95501

The HC-WDB and its providers of services staff are required to help you with your complaint, if you request assistance. You are entitled to receive a copy of the HC-WDB Grievance and Complaint policy.

The Humboldt EEO Officer will assist with an informal resolution. If an informal resolution cannot be reached, a hearing will be scheduled. Hearings on any grievance or complaint shall be conducted within 30 days of filing of a grievance or complaint. The complainant and the respondent must be notified in writing of the hearing 10 days prior to the date of the hearing.

Not later than 60 days after the filing of the grievance or complaint, the hearing officer shall mail a written decision to both parties by first class mail.

If a complainant does not receive a decision at the Humboldt EEO Officer level within 60 days of the filing of the grievance or complaint, or receives an adverse or unsatisfactory decision, the complainant then has the right to file an appeal with the State.

The complainant may request a State hearing by submitting a written notice of appeal to:

Chief, Compliance Review Division, MIC 22-M
Employment Development Department
PO Box 826880
Sacramento, CA 94280-0001

Any person filing a complaint shall not be subject to restraint, coercion, reprisal, or discrimination by any HC-WDB or recipient staff. Complainants have the right to withdraw their complaints (in writing) at any time prior to the hearing. A complaint can be amended to correct technical deficiencies, but not to add issues.

I hereby certify that I have received and read this information on the HC-WDB Grievance and Complaint policy.

Applicants Signature: _____ Date: _____

Signature of Parent/Guardian (if applicant is under 18): _____

WIOA Title I is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities.

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE COUNTY OF HUMBOLDT
HUMBOLDT STATE UNIVERSITY SPONSORED PROGRAMS FOUNDATION

This First Amendment shall be effective on _____, 2022, and shall modify the Professional Services Agreement entered into on October 26, 2021, between the County of Humboldt, a political subdivision of the State of California ("COUNTY"), and Humboldt State University Sponsored Programs Foundation ("CONTRACTOR") may be collectively referred to as the "Parties" herein.

RECITALS

WHEREAS, the Parties entered into the Agreement for Contractor to provide Workforce Innovation and Opportunity Act (WIOA) Regional Organizer and Regional Training Coordinator; and

WHEREAS, the Parties now wish to amend the WIOA Regional Organizer and Regional Training Coordinator scope of services.

NOW THEREFORE, pursuant to the recitals above which are incorporated as though set forth in full below, the Parties now agree as follow:

1. Description of Services. Exhibit A – Scope of Services, is revised to include Exhibit A1 – Scope of Services, attached hereto and incorporated herein by reference as if set forth in full.
2. CONTRACTOR agrees to perform Regional Organizer and Regional Training Coordinator activities required by this Agreement for an amount not to exceed Two Hundred Ninety-Five Thousand Five Hundred Eleven Dollars (\$295,511).
3. Term. The Agreement shall be effective until December 31, 2022.
4. All other provisions of the Agreement remain unchanged.

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IN WITNESS WHEREOF, County and Contractor have executed this First Amendment on the dates set forth below. By their signatures below each signatory represents that they have the authority to execute this amendment and to bind the Party on whose behalf their execution is made.

HUMBOLDT STATE UNIVERSITY SPONSORED PROGRAMS FOUNDATION:

By: _____

Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: _____

Date: _____

Virginia Bass
Chair, Humboldt County Board of Supervisors

Attachments:
Exhibit A1 – Scope of Services

EXHIBIT A1
SCOPE OF SERVICES

Humboldt State University Sponsored Programs Foundation
07/01/2021 – 06/30/2022

Workforce Innovation and Opportunity Act (WIOA) Regional Organizer and Regional Training
Coordinator

1. SERVICES:

The CONTRACTOR shall carry out the activities as Regional Organizer as follows:

- A. Serves as liaison to state regional initiatives and share information with the Humboldt County Workforce Development Board.
- B. Completes regional quarterly reports and exhibits for the state, working with the COUNTY
- C. Schedule and coordinate monthly Humboldt Workforce Coalition meetings, providing summaries on regional initiatives.
- D. Work with regional partners, as needed, to facilitate attainment of regional outcomes.
- E. Complete the following Regional Plan Implementation 4.0 activities:
 - a. Create a PowerPoint presentation on the state of the eight industry clusters identified in the 2019-2021 Targets of Opportunity report.
 - b. Share the presentation on the state of the eight industry clusters identified in the 2019-2021 Targets of Opportunity report with the Workforce Development Board.
 - c. Attend educational and job fairs throughout the county.
 - d. Create a presentation on the benefits of internships.
 - e. Collaborate with education and industry partners to rebuild the internship and apprenticeship pipeline.
 - f. Provide a living wage/cost of living analysis for Humboldt County
 - g. Research online job vacancy advertisement data by industry cluster for the past year.
 - h. Attend industry cluster meetings and share findings from the Targets report. Gather input on workforce needs.
- F. Maintain fiscal and programmatic/outcomes tracking of Humboldt Workforce Coalition regional grants to be shared at monthly Humboldt Workforce Coalition meetings.
- G. Attend regional organizer convenings.
- H. Support development and maintenance of regional sub-awards.

The CONTRACTOR shall carry out the activities as Regional Training Coordinator (RTC) as follows:

- A. Represent Humboldt Workforce Coalition on RTC monthly calls and convenings.
- B. Maintain tracking of Humboldt Workforce Coalition trainings.
- C. Serve as liaison with the state and share information with local directors.

- D. Serve as liaison for California Workforce Association (CWA) in regard to regional training – monitor training list, work with CWA to develop training contracts as needed, facilitate contract signatures.
- E. Ensure trainings include state-required training evaluations, collect evaluations, and submit to appropriate state organization and training provider.
- F. Serve as contact for state entities in relation to regional trainings.
- G. Provide summaries to directors at monthly Humboldt Workforce Development meetings.
- H. Work with Humboldt Workforce Development Board to match fiscal invoices training
- I. Complete RTC quarterly reports and exhibits for the state.

2. REPORTING REQUIREMENTS:

- A. The Regional Coordinator shall provide reports quarterly to the Humboldt County Workforce Development Board. Reports to include the following:
 - i. Number of businesses and partners contacted outreach efforts.
 - ii. Provide meeting agendas, minutes, and exhibits from all regional meetings and convenings

- B. The RTC shall provide reports quarterly to the Humboldt County Workforce Development Board. Reports to include the following:
 - i. Number of trainings completed,
 - ii. Number of participants that attended training, and
 - iii. Number of training hours completed.

3. COUNTY RESPONSIBILITIES:

The COUNTY shall carry out the following activities:

- A. Act as fiscal agent for all WIOA programs, funds, and grants.
- B. Provide CONTRACTOR technical assistance.
- C. Provide CONTRACTOR with the appropriate reporting forms, collect data, and file required reports with the State of California.
- D. Monitor CONTRACTOR for compliance with this Agreement and with local, state, and federal requirements annually.

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE COUNTY OF HUMBOLDT AND
HUMBOLDT STATE UNIVERSITY SPONSORED PROGRAMS FOUNDATION

This First Amendment shall be effective on _____, 2022, and shall modify the Professional Services Agreement entered into on October 26, 2021, between the County of Humboldt, a political subdivision of the State of California ("COUNTY"), and Humboldt State University Sponsored Programs Foundation ("CONTRACTOR") may be collectively referred to as the "Parties" herein.

RECITALS

WHEREAS, the Parties entered into the Agreement for Contractor to provide Workforce Innovation and Opportunity Act (WIOA) Title I Adult Services; and

WHEREAS, the Parties now wish to amend the WIOA Title I scope of services and WIOA Adult Services annual allocation.

NOW THEREFORE, pursuant to the recitals above which are incorporated as though set forth in full below, the Parties now agree as follow:

1. Description of Services. Exhibit A – Scope of Services, is revised to include Exhibit A1 – Scope of Services, attached hereto and incorporated herein by reference as if set forth in full.
2. CONTRACTOR agrees to perform all Adult Services activities required by this Agreement for an amount not to exceed Four Hundred Fifty-Two Thousand Thirty Dollars (\$452,030.00).
3. Term. The Agreement shall be effective until June 30, 2023.
4. All other provisions of the Agreement remain unchanged.

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IN WITNESS WHEREOF, County and Contractor have executed this First Amendment on the dates set forth below. By their signatures below each signatory represents that they have the authority to execute this amendment and to bind the Party on whose behalf their execution is made.

HUMBOLDT STATE UNIVERSITY SPONSORED PROGRAMS FOUNDATION:

By: _____

Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: _____

Date: _____

Virginia Bass
Chair, Humboldt County Board of Supervisors

Attachments:
Exhibit A1 – Scope of Services

EXHIBIT A1
SCOPE OF SERVICES

Humboldt State University Sponsored Programs Foundation
07/01/2022 – 06/30/2023

Workforce Innovation and Opportunity Act (WIOA) Adult Services

1. SERVICES:

The CONTRACTOR shall carry out the activities for Adult Services in Humboldt County as follows:

- A. Provide basic career services, including but not limited to participant intake, initial assessments, orientations, employment services, and referrals to other partners and services.
- B. Determine eligibility of participants based on WIOA guidelines and enroll participants into CalJOBS.
- C. Provide individualized career services including, but not limited to comprehensive and specialized assessments, case management, individual employment plans, career planning, and vocational counseling.
- D. Provide training services, including but not limited to occupational skills, on-the-job, incumbent worker, entrepreneurial, and job readiness trainings.
- E. Work with employers to place individuals in work experience and on-the-job training activities.
- F. Participate on the Rapid Response team, attend layoff events and provide Adult Services information about training education and employment opportunities.
- G. Meet annual performance measurements and outcomes.
- H. Provide follow-up service for one year to all individuals who have exited the program.
- I. Manage the daily operations in coordination with local fiscal agents for the lease, utilities, and other property activities in support of the AJCC premises.
- J. Manage hours of operation for the AJCC.
- K. Report to COUNTY on operations, performance, and continued improvement recommendations.
- L. Participate in monthly and or annual monitoring and compliance reviews.
- M. Comply with all sections of the WIOA, directives released by EDD and the United States Department of Labor (DOL), as well as all policies, procedures, and communications from the COUNTY that guide the operation of local WIOA programs.
- N. Maintain necessary program and fiscal records. COUNTY staff will provide reporting templates or programs to report monthly and or quarterly reports.

2. REPORTING REQUIREMENTS:

The CONTRACTOR shall comply with all state, federal and local reporting requirement as required under WIOA.

4. PLACE OF PERFORMANCE:

The Job Market located at 409 K St Eureka, California and other locations as required.

5. COUNTY RESPONSIBILITIES:

The COUNTY shall carry out the following activities:

- A. Act as fiscal agent for all WIOA programs, funds, and grants.
- B. Provide CONTRACTOR updated Performance Goals from the State of California within fifteen (15) working days of the date they become available, and other technical assistance or information needed to implement the grant within program guidelines.
- C. Provide CONTRACTOR with technical assistance.
- D. Provide CONTRACTOR with the appropriate reporting forms, collect data, and file required reports with the State of California.
- E. Provide CONTRACTOR with annual allocations, budget forms, review and approve budgets, and determine number of participants to be served by CONTRACTOR.
- F. Monitor CONTRACTOR for compliance with this Agreement and with local, state, and federal requirements annually.

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE COUNTY OF HUMBOLDT AND
HUMBOLDT STATE UNIVERSITY SPONSORED PROGRAMS FOUNDATION

This First Amendment shall be effective on _____, 2022, and shall modify the Professional Services Agreement entered into on October 26, 2021, between the County of Humboldt, a political subdivision of the State of California ("COUNTY"), and Humboldt State University Sponsored Programs Foundation ("CONTRACTOR") may be collectively referred to as the "Parties" herein.

RECITALS

WHEREAS, the Parties entered into the Agreement for Contractor to provide Workforce Innovation and Opportunity Act (WIOA) Dislocated Worker Services; and

WHEREAS, the Parties now wish to amend the WIOA Title I scope of services and WIOA Dislocated Workers annual allocation.

NOW THEREFORE, pursuant to the recitals above which are incorporated as though set forth in full below, the Parties now agree as follow:

1. Description of Services. Exhibit A – Scope of Services, is revised to include Exhibit A1 – Scope of Services, attached hereto and incorporated herein by reference as if set forth in full.
2. CONTRACTOR agrees to perform all Dislocated Worker Services activities required by this Agreement for an amount not to exceed Three Hundred Seventy-One Three Hundred Nineteen Dollars (\$371,319.00)
3. Term. The Agreement shall be effective until June 30, 2023.
4. All other provisions of the Agreement remain unchanged.

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IN WITNESS WHEREOF, County and Contractor have executed this First Amendment on the dates set forth below. By their signatures below each signatory represents that they have the authority to execute this amendment and to bind the Party on whose behalf their execution is made.

HUMBOLDT STATE UNIVERSITY SPONSORED PROGRAMS FOUNDATION:

By: _____

Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: _____

Date: _____

Virginia Bass
Chair, Humboldt County Board of Supervisors

Attachments:

Exhibit A1 – Scope of Services

EXHIBIT A1
SCOPE OF SERVICES

Humboldt State University Sponsored Programs Foundation
07/01/2022 – 06/30/2023

Workforce Innovation and Opportunity Act (WIOA) Dislocated Worker Services

1. SERVICES:

The CONTRACTOR shall carry out the activities for Dislocated Worker Services in Humboldt County as follows:

- A. Provide basic career services, including but not limited to participant intake, initial assessments, orientations, employment services, and referrals to other partners and services.
- B. Determine eligibility of participants based on WIOA guidelines and enroll participants into CalJOBS.
- C. Provide individualized career services including, but not limited to comprehensive and specialized assessments, case management, individual employment plans, career planning, and vocational counseling.
- D. Provide training services, including but not limited to occupational skills, on-the-job, incumbent worker, entrepreneurial, and job readiness trainings.
- E. Work with employers to place individuals in work experience and on-the-job training activities.
- F. Participate on the Rapid Response team, attend layoff events and provide Adult Services information about training education and employment opportunities.
- G. Meet annual performance measurements and outcomes.
- H. Provide follow-up service for one year to all individuals who have exited the program.
- I. Manage the daily operations in coordination with local fiscal agents for the lease, utilities, and other property activities in support of the AJCC premises.
- J. Manage hours of operation for the AJCC.
- K. Report to COUNTY on operations, performance, and continued improvement recommendations.
- L. Participate in monthly and or annual monitoring and compliance reviews.
- M. Comply with all sections of the WIOA, directives released by EDD and the United States Department of Labor (DOL), as well as all policies, procedures, and communications from the COUNTY that guide the operation of local WIOA programs.
- N. Maintain necessary program and fiscal records. COUNTY staff will provide reporting templates or programs to report monthly and or quarterly reports.

2. REPORTING REQUIREMENTS:

The CONTRACTOR shall comply with all state, federal and local reporting requirements as required under WIOA.

4. PLACE OF PERFORMANCE:

The Job Market located at 409 K St Eureka, California and other locations as required.

5. COUNTY RESPONSIBILITIES:

The COUNTY shall carry out the following activities:

- A. Act as fiscal agent for all WIOA programs, funds, and grants.
- B. Provide CONTRACTOR updated Performance Goals from the State of California within fifteen (15) working days of the date they become available, and other technical assistance or information needed to implement the grant within program guidelines.
- C. Provide CONTRACTOR with technical assistance.
- D. Provide CONTRACTOR with the appropriate reporting forms, collect data, and file required reports with the State of California.
- E. Provide CONTRACTOR with annual allocations, budget forms, review and approve budgets, and determine number of participants to be served by CONTRACTOR.
- F. Monitor CONTRACTOR for compliance with this Agreement and with local, state, and federal requirements annually.

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE COUNTY OF HUMBOLDT AND
HUMBOLDT STATE UNIVERSITY SPONSORED PROGRAMS FOUNDATION

This First Amendment shall be effective on _____, 2022, and shall modify the Professional Services Agreement entered into on October 26, 2021, between the County of Humboldt, a political subdivision of the State of California ("COUNTY"), and Humboldt State University Sponsored Programs Foundation ("CONTRACTOR") may be collectively referred to as the "Parties" herein.

RECITALS

WHEREAS, the Parties entered into the Agreement for Contractor to provide Workforce Innovation and Opportunity Act (WIOA) Rapid Response and Layoff Aversion Services; and

WHEREAS, the Parties now wish to amend the WIOA Title I scope of services and WIOA Rapid Response and Layoff Aversion Services annual allocation.

NOW THEREFORE, pursuant to the recitals above which are incorporated as though set forth in full below, the Parties now agree as follow:

1. Description of Services. Exhibit A – Scope of Services, is revised to include Exhibit A1 – Scope of Services, attached hereto and incorporated herein by reference as if set forth in full.
2. CONTRACTOR agrees to perform all Adult Services activities required by this Agreement for an amount not to exceed Two Hundred Eleven Thousand Three Hundred Fifty-Eight Dollars (\$211,358).
3. Term. The Agreement shall be effective until June 30, 2023.
4. All other provisions of the Agreement remain unchanged.

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IN WITNESS WHEREOF, County and Contractor have executed this First Amendment on the dates set forth below. By their signatures below each signatory represents that they have the authority to execute this amendment and to bind the Party on whose behalf their execution is made.

HUMBOLDT STATE UNIVERSITY SPONSORED PROGRAMS FOUNDATION:

By: _____

Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: _____

Date: _____

Virginia Bass
Chair, Humboldt County Board of Supervisors

Attachments:
Exhibit A1 – Scope of Services

EXHIBIT A1
SCOPE OF SERVICES

Humboldt State University Sponsored Programs Foundation
07/01/2022 – 06/30/2023

Workforce Innovation and Opportunity Act (WIOA) Rapid Response and Layoff Aversion
Services

In order to provide effective Rapid Response for permanent closures or mass layoffs, or natural or other disasters (including economic) resulting in closures and job dislocation, and to assist the local area in attempting to avoid or minimize the unemployment and negative impact on local business and the local communities resulting from such, the CONTRACTOR agrees to hire a full-time (equivalent), identifiable “Business Services Representative” for the planning and implementation of the following Rapid Response activities and services, to the extent that one, some, or all are practicable, needed, and warranted by local circumstances:

1. Provide on-site and/or digital contact with the affected employers, representatives of the affected workers, and the local community, which may include an assessment of the:
 - a. Layoff plans and schedule of the employer
 - b. Potential for averting the layoff(s) in consultation with State or local economic development agencies, including private sector economic development entities
 - c. Background and assistance needs of the affected workers
 - d. Reemployment prospects for workers in the local community
 - e. Available resources to meet the short and long-term assistance needs of the affected workers
2. Provide information and access to unemployment compensation benefits, comprehensive one-stop system services, and employment and training activities, including coordinating with EDD to provide information on the Trade Adjustment Assistance program and the NAFTA-TAA program.
3. Provide guidance, financial assistance and staff, as needed, to work with local workforce development partners (consistent with a labor/management or workforce transition committee) comprised of representatives of employers, workers, one-stop partners, elected officials and other community interests. The partners may devise and oversee an implementation strategy that responds to the reemployment needs of the workers. The assistance to this group may include:
 - a. The provision of training and technical assistance to members of the group.
 - b. Funding the operating costs of the group to enable it to provide advice and assistance in carrying out rapid response activities and in the design and delivery of WIOA-authorized services to affected workers.
 - c. The provision of emergency assistance, as available, adapted to the particular closing, layoff or disaster.

The group may assist with:

- a. The development of prospective strategies for addressing dislocation events, that ensure rapid access to the broad range of allowable assistance.
 - b. The identification of strategies for the aversion of layoffs such as:
 - i. Feasibility studies for avoiding a plant closure through an option for a company or group, including the workers, to purchase the plant or company and continue it in operation; and
 - ii. Incumbent worker training, including employer loan programs for employee skill upgrading; and
 - iii. Linkages with economic development activities at the Federal, State, and local levels, including Federal Department of Commerce programs and available State and local economic development and One-Stop business retention and recruitment activities and services.
 - c. The development and maintenance of mechanisms for the regular exchange of information relating to potential dislocations, available adjustment assistance, and the effectiveness of rapid response strategies.
 - d. The development of an annually updated reemployment plan that ties into an economic development plan for the county, to include specific job training, employment and economic development projects among the goals and objectives.
 - e. The local One-Stop's capacity to implement effective job training and employment programs as specific employment opportunities arise.
 - f. The local area's support and meaningful progress toward the coordination, consolidation and non-duplication of the local employment/reemployment system.
4. Participate in capacity building activities with other WIOA providers in the region, including providing information about innovative and successful strategies for providing Rapid Response activities and serving dislocated workers.

Information on rapid response services will be entered into the CalJOBS Business Services database by CONTRACTOR and be completed by the fifth day of the month following the month the service was performed.

For each on-site or digital visit performed for closures or lay-offs, a Rapid Response 121 form will be completed and e-mailed to Humboldt Workforce Development Board Administration within five working days after the end of each quarter.

For each layoff aversion service, a Layoff Aversion 122 form will be completed and e-mailed to Humboldt County Workforce Development Board Administration within five working days after the end of each quarter.

For closures and lay-offs, Contractor must conduct Worker Surveys in conformance with Federal, State, and Humboldt County Workforce Development Board Policy.

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE COUNTY OF HUMBOLDT AND
HUMBOLDT STATE UNIVERSITY SPONSORED PROGRAMS FOUNDATION

This First Amendment shall be effective on _____, 2022, and shall modify the Professional Services Agreement entered into on October 26, 2021, between the County of Humboldt, a political subdivision of the State of California ("COUNTY"), and Humboldt State University Sponsored Programs Foundation ("CONTRACTOR") may be collectively referred to as the "Parties" herein.

RECITALS

WHEREAS, the Parties entered into the Agreement for Contractor to provide Workforce Innovation and Opportunity Act (WIOA) Title I Youth Services; and

WHEREAS, the Parties now wish to amend the WIOA Title I Youth Services, agreement, scope of services and WIOA Youth Services annual allocation.

NOW THEREFORE, pursuant to the recitals above which are incorporated as though set forth in full below, the Parties now agree as follow:

1. Description of Services. Exhibit A – Scope of Services, is revised to include Exhibit A1 – Scope of Services, attached hereto and incorporated herein by reference as if set forth in full.
2. CONTRACTOR agrees to perform all Adult Services activities required by this Agreement for an amount not to exceed Five Hundred Twenty-Six Thousand Six Hundred Sixty-Four (\$526,664.00).
3. Term. The Agreement shall be effective until June 30, 2023.
4. All other provisions of the Agreement remain unchanged.

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IN WITNESS WHEREOF, County and Contractor have executed this First Amendment on the dates set forth below. By their signatures below each signatory represents that they have the authority to execute this amendment and to bind the Party on whose behalf their execution is made.

HUMBOLDT STATE UNIVERSITY SPONSORED PROGRAMS FOUNDATION:

By: _____

Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: _____

Date: _____

Virginia Bass
Chair, Humboldt County Board of Supervisors

Attachments:
Exhibit A1 – Scope of Services

EXHIBIT A1
SCOPE OF SERVICES

Humboldt State University Sponsored Programs Foundation
07/01/2022 – 06/30/2023

Workforce Innovation and Opportunity Act (WIOA) Title I Youth Services

1. SERVICES:

The CONTRACTOR shall deliver the following comprehensive youth services:

- A. Determine eligibility of participants based on WIOA guidelines.
- B. Enroll youth into the CalJOBS system and provide on-going case management from time of enrollment, upon exit, during one year of required follow-up.
- C. Demonstrate the effective use of WIOA resources along with non-WIOA resources for the delivery of comprehensive services for youth.
- D. Youth services to be provided by geographical region.
 - a. Services to the Eureka and Eel River Valley regions to be provided by the CONTRACTOR.
 - b. Services to the Northern, Eastern, and Southern Humboldt regions shall be contracted out by the CONTRACTOR through a sub-agreement.
- E. A minimum of 75% of annual WIOA budget will be spent on out-of-school youth of related expenses.
- F. A minimum of 20% of the program funds must be spent on work-experience (WEX) activities, including: summer employment and other employment opportunities available throughout the school year; pre-apprenticeship programs; internships and job shadowing; and on-the-job training (OJT) opportunities. Staff time dedicated to developing, managing, and evaluating WEX activities may be applied to the 20% minimum.
- G. Appropriate CONTRACTOR staff will attend training and/or programmatic meetings (in person or via technology) for fiscal and programmatic changes or technical training.
- H. If one contractor is awarded funds for more than one region, all activity in each region needs to be tracked and reported separately in CalJOBS.
- I. Comply with all sections of the WIOA directives released by the California Employment Development Department (EDD) and the Department of Labor (DOL), as well as all policies, procedures, and communications from the COUNTY that guide the operational of local WIOA programs.
- J. Maintain necessary program and fiscal records. COUNTY staff will provide reporting templates or programs to report monthly and/or quarterly reports.
- K. Cooperate with COUNTY staff and other WIOA youth contractors in the planning, operations, and monitoring of the program.
- L. Meet or exceed all Performance Goals as required by WIOA and specified by EDD for the Humboldt County Local Workforce Development Area (LWDA) annually.
- M. Provide an Employer of Record to pay wages for work experience activities and stipends for competency-based learning.

- i. Employer of record will process payroll, provide worker's compensation, and pay stipends and/or wages and taxes. WIOA can reimburse either a portion of or all wages based on agreement between CONTRACTOR and worksite.
- ii. CONTRACTOR is required to use the worksite agreement created by the COUNTY with all agencies providing WIOA reimbursed WEX activities. Any adjustments to the worksite agreement require COUNTY approval.
- iii. CONTRACTOR is responsible for acquiring a certificate listing the COUNTY as additionally insured by each worksite prior to youth placements. Insurance requirements are explained in the worksite agreement.

3. REPORTING REQUIREMENTS:

The CONTRACTOR shall comply with all state, federal and local reporting requirements as required under WIOA.

4. PLACE OF PERFORMANCE:

The Job Market located at 409 K St Eureka, California and other locations as required.

5. COUNTY RESPONSIBILITIES:

The COUNTY shall carry out the following activities:

- A. Act as fiscal agent for all WIOA programs, funds, and grants.
- B. Provide CONTRACTOR updated Performance Goals from the State of California within fifteen (15) working days of the date they become available, and other technical assistance or information needed to implement the grant within program guidelines.
- C. Provide CONTRACTOR with technical assistance.
- D. Provide CONTRACTOR with the appropriate reporting forms, collect data, and file required reports with the State of California.
- E. Provide CONTRACTOR with annual allocations, budget forms, review and approve budgets, and determine number of participants to be served by CONTRACTOR.
- F. Monitor CONTRACTOR for compliance with this Agreement and with local, state, and federal requirements annually.

6. EMPLOYMENT TRAINING DIVISION RESPONSIBILITIES SPECIFIC TO TECHNICAL ASSISTANCE FUNDING.

- A. Provide technical assistance and training to CONTRACTOR on eligibility, enrollment, case management and use of CalJOBS.
- B. Participate in monitoring activities, as requested.
- C. Assistance in making revisions in CalJOBS and communicating with the state when needed.



TO: All Humboldt County Workforce Innovation and Opportunity Act (WIOA) Staff, Subrecipients, and Service Providers

FROM: Humboldt County Workforce Development Board

EFFECTIVE: New – Effective Upon Local Workforce Development Board Approval

SUBJECT: On-the-Job Training

REFERENCES: WIOA Section 134; Title 20 CFR Sections 680.700 – 680.730; 680.195, and 680.200; Training and Employment Guidance Letter (TEGL) 13-16, TEGL19-16;

PURPOSE:

This policy guides subrecipients and service providers in the delivery of On-the-Job Training (OJT) as an allowable local training activity to enrolled WIOA Title I participants. As work-based training, OJT assists eligible participants with structured occupational skills training on an actual job worksite, to expose them to the same employment conditions as any other member of the employer's workforce, and to offer them continued, unsubsidized employment opportunities or other allowable positive outcomes, upon completion of their training.

BACKGROUND:

In July 2014, WIOA became law replacing the Workforce Investment Act of 1998. It strengthens existing workforce development and adult educational programs by providing services to low-income adults, dislocated workers, and youth who face employment barriers. Additionally, WIOA expands on the education and training options available to job seekers and businesses through increased access to better careers and professional advancement, supportive services, and practical work-based training activities. The work-based learning approach emphasizes business engagement, incorporates training objectives during the participant's employment, and transitions to unsubsidized employment.

OJT is a type of training that is provided by an employer to a participant (job seeker). During the training, the customer is engaged in productive work in a job for which the customer is paid, and the training provides the knowledge or skills essential to the full and adequate performance of the job. OJT may be provided by an employer in the public, private non-profit or private sectors.

DEFINITIONS:

Humboldt County Workforce Development Board

POLICY:

The HC-WDB's objective for OJT is to match participants and employers according to the potential for growth, abilities needed to succeed, and experience gained through quality worked based training that leads to long-term, unsubsidized employment. When selecting jobs got OJT, subrecipients and service providers must consider those which offer opportunities not otherwise available, lead to economic self-sufficiency, and provide upward economic mobility.

Service providers are responsible for assuring employer compliance with the terms and conditions of the OJT contract. This includes regular contact and review of progress with the OJT employer to reach the participant's outcomes. Service providers must also assure that presently employed workers are not adversely affected and that there is sufficient work to provide long-term regular employment for the participant. The business must have operated at its current location for at least 120 days. If the business has operated in its current location for less than 120 days and relocated from another area in the U.S., individual(s)/employees must not have been laid off at the previous location as a result of relocation.

General Information:

- A. The mandatory components of an OJT program under WIOA are as follows:
 - Provide the knowledge or skills crucial to the full and adequate performance of job duties,
 - Provide employer reimbursement the maximum of 50 percent of the wage rate for the extraordinary costs of providing training and additional supervision related to the OJT, and
 - Limit the appropriate time it takes to adequately train the participant while considering the content of the training, the participant's prior work experience, and the individual's service strategy (ISS) and individual employment plan (IEP).
- B. The employer provides OJT in the public, private, or non-profit sector.
- C. OJT payments to employers are compensation for costs associated with training participants and the costs associated with lowered productivity of those participants. *Employers are not required to document such extraordinary costs.*
- D. OJT contract is limited to the period required to become proficient in the occupation that the participant is training.
 - The duration of the OJT is capped at a maximum of 26 weeks (1,040 hours).
 - The appropriate length of the contract is determined by assessing the skill requirements of the occupation, the academic and occupational skill level of the participant, prior work experience, and the participant's IEP or ISS.
 - The determination is documented in the participant file through the assessment process and subsequent IEP/ISS development and documented in CalJOBS.
- E. Employers under an OJT contract are reimbursed at a rate of up to 50% of wages under the contracted period. WIOA allows the flexibility to increase reimbursement levels up to

75% of the total wage. The following factors are taken into consideration:

- The characteristics of the participant (e.g., length of unemployment, current skill level, and barriers to employment),
- The size of the employer with an emphasis on small businesses,
- The quality of employer-provided training and advancement opportunities, and
- Relation of the training to the competitiveness of the participant (e.g., skills and abilities of the participant prior to beginning training).

F. The factors used to determine the increase in wage reimbursement levels to 75% are documented in CalJOBS.

G. Humboldt County Economic Division Director approves or denies all OJTs for reimbursement levels above 50%.

Participation Eligibility

A. Unemployed Workers:

- Be enrolled in the WIOA program,
- Participate in required assessment activities,
- Complete an ISS for youth, and an IEP for adult and dislocated workers, and
- Have been referred to and hired by an employer but need specific skills to become proficient on the job.

B. Employed Workers:

- Meet all conditions for unemployed workers; and
- An employee who is not earning a self-sufficient wage as determined by HC-WDB policy, or wages comparable to, or higher than, wages from previous employer; and
- The OJT relates to the introduction of new technologies, introduction to new production or service procedures, upgrading to new jobs that require additional skills or workplace literacy.

Conflict of Interest

No grantee, contractor, or sub-grantee will engage in any conflict of interest, actual, implied, or apparent, in selecting, awarding, or administering a WIOA funded contract or grant. Training professionals and employers must conduct OJT contracting in a manner that is objective and independent of personal interests.

Contract Requirements

Before starting work, all OJT placements require a signed written agreement between the subrecipient and an authorized employer representative. At a minimum, each contract between a subrecipient and employer contains the following elements:

- Occupation(s) that training is provided.
- Training duration.
- Wage rate to be paid to the participant.
- Rate of reimbursement.

- Maximum reimbursement amount.
- A training outline includes a training plan reflecting the work skills required for the position.
- Outline any other classroom training that the employer provides.
- The employer must maintain and make available time and attendance, payroll, and other records that support the amounts claimed by the employer for reimbursement under the OJT contract.
- Assurance that the employer complies with the following wage and labor standards:
 - Compensation to participants is the same rate, including periodic increases for employees and trainees situated in similar occupations by the same employer with similar training, experience, and skills. These rates must meet the Fair Labor Standards Act of 1938 (29 U.S.C. 206(a)(1)) or applicable state or local minimum wage law.
 - Participants are provided benefits and working conditions at the same level and to the same extent as other trainees or employees working a similar length of time and doing the same type of work.
- Assurance by the employer that they comply with the following health and safety standards:
 - Health and safety standards established under federal and state law otherwise applicable to working conditions of employees are equally applicable to working conditions of participants engaged in the OJT.
 - Employer provides Workers' compensation insurance to participants engaged in the OJT on the same basis as compensation provided to other individuals in the state in similar employment.
- The employer complies with federal and state laws, including those that pertain to nondiscrimination based on race, color, sex, religion, national origin, age, disability, sexual orientation, and marital status.
- Assurance that the employer is not experiencing abnormal labor conditions such as strikes, lockouts, or layoffs. The OJT participant will not dislocate or impact the employment or promotional opportunities for the employer's current or laid-off employees.
- The employer or supervisor is not providing OJT training to an immediate family member. The immediate family is a wife, husband, daughter, son, daughter-in-law, father-in-law, aunt, niece, nephew, grandparent, or grandchild.

Monitoring

Subrecipients monitor each OJT contract at the worksite at least once each calendar month during the OJT period. Subrecipient documents and retains all monitoring results.

HC-WDB monitors sub-recipients for compliance with the OJT policy per HC-WDB's oversight and monitoring policy.

OJT Contract Restrictions

- A. Employers that have received payments under previous OJT contracts and have failed to provide participants with continued long-term employment as regular employees are prohibited from contracting as an OJT provider.
- B. Employers relocated from any location in the United States are prohibited from contracting as an OJT provider if the relocation resulted in any employee losing their

job at the original location.

- C. Employers may not use OJT funds to employ a participant in a position involving political activities.
- D. Employers may not use OJT funds to directly or indirectly assist, promote, or deter union organizing.
- E. Employers may not use OJT funds to employ or train participants involved in the construction, operation, or maintenance of a facility used for religious instruction or worship.

FORM(S):

INQUIRIES:

Any questions regarding this policy may be directed to the Humboldt County Economic Development Coordinator at 707-445-7745.

Humboldt County Workforce Development Board Approval Required? Yes No



TO: All Humboldt County Workforce Innovation and Opportunity Act (WIOA) Staff, Subrecipients and Service Providers

FROM: Humboldt County Workforce Development Board

EFFECTIVE: New – Effective Upon Local Workforce Development Board Approval

SUBJECT: National Dislocated Worker Grant (NDWG) Participant Wages

REFERENCES: WIOA Section 181(a)(1)(A); Training and Employment Guidance Letter (TEGL) 12-19 Change 1; Section 6(a)(1) of the Fair Labor Standards Act of 1938 (29 U.S.C. 206(a)(1));

PURPOSE:

The purpose of this policy is to provide guidance to sub-recipients and service providers concerning the payment of wages to participants in a Disaster Recovery NDWG work-based training activity.

BACKGROUND:

Disaster Recovery NDWGs provide disaster-relief and humanitarian assistance employment, as well as employment and training services, as appropriate, to minimize the employment and economic impact of declared disasters and emergency situations, in disaster-declared areas as defined in 20 CFR 687.110(b). NDWG funds may also provide employment and training services to dislocated workers and other eligible participants.

POLICY:

The worksite employer that provides participants temporary disaster-relief employment with NDWG funding is required to pay the higher of the Federal, state, or local minimum wage, or the comparable rates of pay for other individuals employed in similar occupations by the same employer. According to WIOA Section 181(a)(1)(A), generally, participants must be compensated at the same rates, including periodic increases, as employees who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skills. Additionally, such rates must be in accordance with applicable law but in no event less than the higher of the rate specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 (29 U.S.C. 206(a)(1)) or the applicable state or local minimum wage law. Where applicable, fringe benefits should be paid in accordance with the policies of the worksite employer. The wages paid to temporary disaster-relief workers must be consistent

Humboldt County Workforce Development Board

with the wages of the supervising entity's other employees—permanent or temporary—performing the same or similar work. NDWG funding must be allocated for wages of the temporary workers to the chosen worksite employer for the Disaster Recovery NDWG project only. There is no limitation on what type of entity or organization may be a worksite employer.

FORM(S): N/A

INQUIRIES:

Any questions regarding this policy may be directed to the County of Humboldt Economic Development Division at 707-445-7745.

Humboldt County Workforce Development Board Approval Required? Yes No

TO: All Humboldt County Workforce Innovation and Opportunity Act (WIOA) Staff, Subrecipients and Service Providers

FROM: Humboldt County Workforce Development Board

EFFECTIVE: New – Effective Upon Local Workforce Development Board Approval

SUBJECT: Career Services

REFERENCES: WIOA (Public Law 133-128) Sections 3 and 134; 20 CFR 681.580; 20 CFR 680.150 (c); 20 CFR 678.430; Training and Employment Guidance Letter (TEGL) 19-16; and Workforce Services Directive (WSD) 15-14.

PURPOSE:

The purpose of this policy is to provide guidance on the provision of career services to WIOA Adult and Dislocated Workers.

BACKGROUND:

The Workforce Innovation and Opportunity Act (WIOA) authorizes career services for Adults and Dislocated Workers. Career services replaces “core” and “intensive” services and removes the sequence of services authorized under the Workforce Investment Act (WIA). There are three (3) types of career services: basic career services, individualized career services, and follow-up services.

The provision of career services must be based on the employment needs of the individual as determined jointly by the individual and career specialist. Although WIOA distinguishes level of services, this distinction is not intended to imply there is a sequence of service. These services can be provided in any order.

DEFINITIONS:

- Individual Employment Plan (IEP) Is an individualized career service that is developed jointly by the participant and career planner when determined appropriate by the HC-WDB sub-recipient or service provider. The plan is an ongoing strategy to identify employment goals, achievement objectives, and an appropriate combination of services for the participant to achieve the employment goals.
- In-demand industry sector or occupation. Means in general (a) an industry sector that

has a substantial current or potential impact on state regional or local economy and that contributes to growth or stability of other supporting businesses or the growth of other industry sectors; or (b) an occupation that is currently has or is projected to have a number of positions in an industry sector so as to have a significant impact on the state regional or local economy as appropriate.

- 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 by phone or via other technology as long as the assistance is provided by the trained and available staff within a reasonable time.
- Nontraditional Employment. Refers to occupations or fields of work, for which individuals from the gender involved comprise less than 25 percent of the individuals employed in each such occupation or field of work.

POLICY:

WIOA authorizes career services for adults and dislocated workers. There are three types of career services: basic career services, individualized career services, and follow-up services. The provision of individualized career services must be based on the employment needs of the individual as determined jointly by the participant and the careers development specialist identified through an individual employment plan.

Basic Career Services

Basic career services must be made available to all individuals seeking services provided by the Humboldt County Workforce Development Board (HC-WDB) sub-recipients and service providers. These services include the following:

- Determination of participant eligibility for WIOA adult, dislocated worker, or youth programs.
- Outreach, intake, and orientation to information of other services available through the one-stop system.
- Initial assessment of skill levels including literacy, numeracy, and English language proficiency, as well as aptitudes, abilities (including skill gaps), and supportive service needs.
- Labor exchange services. This includes job search and placement assistance, and, when needed by an individual, career counseling, including the following:
 - Provision of information on in-demand industry sectors and occupations.
 - Provision of information on nontraditional employment.
- Provision of referrals to and the coordination of activities with other programs and services.
- Provision of workforce and labor market employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, including the following:
 - Job vacancy listings in the labor market areas.
 - Information on job skills necessary to obtain the vacant jobs listed.
 - Information relating to local occupations in demand and the earnings, skill

- requirements, and opportunities for advancement for those jobs.
- Provision of performance information and program cost information on eligible providers of training services by program and type of providers.
- Provision of information on how the HC-WDB is performing on local performance accountability measures, as well as any additional performance information relating to the area's one-stop delivery system
- Provision of information relating to the availability of supportive services or assistance, and appropriate referrals to those services and assistance, including (1) childcare, (2) child support, (3) medical assistance available through Medi-Cal or California's health benefit exchange, (4) benefits under the SNAP (CalFresh), (5) assistance through the earned income tax credit, (6) housing counseling and assistance services sponsored through the U.S. Department of Housing and Urban Development, (7) assistance under the California TANF (CalWORKs) program, and other supportive services and transportation provided through that program
- Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA.
- Provision of information and assistance regarding filing claims under UI programs, including meaningful assistance to individuals seeking assistance in filing a claim.

It is important to note that not all basic career services require staff assistance. Those individuals are engaged in self-service and informational activities do not require full enrollment nor does the receipt of these services trigger participation into the WIOA Adult or Dislocated Worker programs.

Individualized Career Services

Individual career services must be made available if determined to be appropriate for the individual to obtain or retain employment. Individualized career services are subject to priority of service and consist of the following:

- Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, which may include diagnostic testing and use of other assessment tools, as well as, in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals.
- Development of an individual employment plan, to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve his or her employment goals, including information about eligible training providers.
- Group and/or individual counseling and mentoring.
- Career planning (e.g. case management).
- Short-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 pre-vocational services.
- Internships and work experiences that are linked to careers.
- 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.

- Financial literacy services.
- Out-of-area job search assistance and relocation assistance.
- English language acquisition and integrated education and training programs.

Follow-up Services

Follow-up services must be provided, as appropriate and include the following: Counseling regarding the workplace, for participants in adult or dislocated worker WIOA activities who are placed in unsubsidized employment, for up to 12 months after the first day of employment. Information obtained and reported during follow-up, such as unsubsidized employment, credential attainment, and supplemental (employment) data shall be utilized for the purpose of improved performance outcomes for WIOA programs.

INQUIRIES:

Any questions regarding this policy may be directed to the County of Humboldt Economic Development Division at 707-445-7745.

Humboldt County Workforce Development Board Approval Required? Yes No



TO: All Humboldt County Workforce Innovation and Opportunity Act (WIOA) Staff, Subrecipients, and Service Providers

FROM: Humboldt County Workforce Development Board

EFFECTIVE: New – Effective Upon Local Workforce Development Board Approval

SUBJECT: Incumbent Worker Training

REFERENCES: WIOA Section 134(d)(4); 20 CFR 680.780 – 680.820; Training and Employment Guidance Letter (TEGL) 10-16, Change 1; TEGL 19-16; Workforce Services Directive (WSD) 19-01; WSD18-10; WSD16-04.

PURPOSE:

The purpose of this policy is to provide guidance regarding Incumbent Worker Training (IWT) which is designed to meet specific requirements of an employer or group of employers to retain a skilled workforce or avert the need to lay off employees. IWT is conducted with a commitment by the employer to retain (or avoid a layoff of) the incumbent worker(s) trained.

BACKGROUND:

Under WIOA, IWT allows both workers and employers to build and maintain a quality workforce and increase both participants' and employers' competitiveness. IWT is a type of work-based training designed to ensure that California workers can acquire and develop the skills necessary to avert layoff or to increase the skill levels of employees so they can be promoted within the company and create backfill opportunities for employers.

DEFINITIONS:

Business and Employer: A private sector, local government, for-profit or not-for-profit place of business. Business and employer are used interchangeably in this policy.

California Employer Account Number: An eight-digit payroll tax number issued to a registered employer by the Employment Development Department, also known as the Employer Payroll Tax Account Number, State Employer Identification Number, or state ID.

Employer Share: Employers must pay a significant portion of the training costs for individuals in IWT. The minimum amount of employer share in IWT depends on the employer's size.

Humboldt County Workforce Development Board

Follow-up: Shall be performed six months after reported completion of IWT to determine outcomes (retained employment, advancement, and increased wages).

Incumbent Worker: To qualify as an Incumbent Worker, the employee must meet the following:

- Be a current employee of an eligible employer and have an established employment history with the employer for six months or more. An individual is not held to the six-month employment requirement if the IWT is provided to a cohort of employees. In this instance, not every employee must meet the employment history requirement if a majority of the employees trained meet this requirement.
- Meet the Fair Labor Standards Act requirements for an employer-employee relationship.
- Meet the Selective Service requirements.

IWT: The following characteristics define IWT:

- Designed to meet the unique requirements of an employer (including a group of employers) to retain a skilled workforce, avert the need to lay off employees by assisting the workers in obtaining the skills necessary to maintain employment, or provide training that will result in progression on a career pathway and income mobility.
- Conducted with a commitment by the employer to retain employees, avert the layoff (s) of the incumbent worker(s) trained for six months following completion of the training, or promote incumbent workers to higher-paying positions.
- Aimed to increase the competitiveness of the employer and the employee.
- Allows employees to progress on their career pathway by providing opportunities to obtain certificates or credentials based on the employer's need.

IWT Allowable Costs: The Local Boards' share of the cost of training (teacher, books, materials) for the delivery of IWT. This amount excludes the cost of individual wages paid by the employer while the employee is attending/participating in the training.

Qualified Trainer: Qualified training can be provided in-house, by a training agency, or by a third party. However, to be considered a qualified trainer, the trainer or training agency must be currently active on the approved the Eligible Training Provider List (ETPL). Training providers should be California-based unless the training is so unique that a training provider cannot be found in California. The employer determines the choice and method of training.

Training Method: The following are types of training methods allowable for IWT:

Classroom training is instruction provided in a classroom setting that provides education to a group of trainees conducted by a qualified trainer.

- Laboratory training is hands-on instruction or skill acquisition under a qualified trainer's constant and direct guidance. Laboratory training may require the use of specialized equipment or facilities. Laboratory training may be conducted in a simulated or a productive work setting, also known as a Productive Laboratory.
- Computer-based training is delivered through a computer program at a pace set by the trainee. There is no requirement for delivery by a live trainer, and training does not have to be interactive.
- Video Conference training is live, interactive instruction provided by a trainer through a video communications session.

- E-Learning instruction is delivered through a web-based system, conducted in a virtual environment utilizing a web meeting/webinar.

POLICY:

Incumbent Worker Eligibility

To qualify as an incumbent worker, the participant needs to be employed, meet the Fair Labor Standards Act requirements for an employer-employee relationship, and have an established employment history with the employer for six months or more; with the following exception, if the incumbent worker training is being provided to a cohort of employees, not every employee in the cohort must have established employment history with the employer for six months or more as long as a majority the employees trained meet the employment history requirement. All employees in incumbent worker training must meet the eligibility requirements below:

- Be at least 18 years of age.
- Be a citizen of the United States or a non-citizen whose status permits employment in the United States.
- Are registered for the selective service (males 18 or older and born on or after January 1, 1960) unless an exception is justified.
- Meet Fair Labor Standards Act requirements for employer-employee relations and have an established employment history with the employer for six months or more (including time spent as a temporary or contract worker performing work for the employer receiving IWT funds).
- Existing workers are currently employed with the participating employer.

Incumbent Worker participants must meet the eligibility requirements above. Unknown incumbent worker participant does not have to meet eligibility requirements for career and training services for adults and dislocated workers under WIOA unless enrolled in the WIOA adult or dislocated worker program. They are not included in calculations for state performance measures; however, subrecipients must input data into CalJOBS on individuals who receive incumbent worker training, including characteristics, services, and outcomes.

Employer Eligibility

To determine the eligibility of an employer to receive funding, the HC-WDB shall take into account factors that help to evaluate whether training would increase the competitiveness of the employees or both the employees and the employer, consisting of a) the characteristics of the individuals in the program; b) the relationship of the training to the competitiveness of the employees or both the employers and employees; and c) such other factors as the HC-WDB may determine to be appropriate which may include:

- What is the number of employees participating in the training?
- What are the wage and benefit levels of those employees (at present and anticipated upon completion of the training)?
- Do other training and advancement opportunities currently exist provided by the employer?
- What is the expected number of layoffs averted because of the training?
- Is the utilization of IWT a part of a larger sector or career path strategy?
- What is the size of the employer?

For an employer to be eligible for IWT services, the employer must:

- Provide a valid California Employers' Account Number.
- Demonstrate a need for IWT – avert layoffs or create advancement opportunities, resulting in wage and/or benefit increases, for current employees
- Be registered as a preferred employer in CalJOBS.
- Provide the employee with a certificate of completion or credential upon culmination of training and provide the HC-WDB with the necessary data for monitoring purposes.
- Have been in operation for at least 12 months and employ at least five full-time employees, be financially viable, and current on all state and federal tax obligations.

Any employer that has received payments under previous On-the-Job Training, Customized Training, or IWT that exhibited a pattern of failure to provide workers continued, long term employment as regular employees with wages and working conditions at the same level and to the same extent as similarly situated employees are ineligible to enter further WIOA IWT contracts.

Participating employers are responsible for their share of the training cost, including wages the employer pays to the individual while they are attending the training. The employer's contribution may be in cash or in-kind, fairly evaluated, and must be tracked and documented. The minimum amount of employer share in IA WT depends on the size of the employer and is as follows:

- At least 10% of the cost for employers with 50 or fewer employees.
- At least 25% of the cost for employers with 51 to 100 employees.
- At least 50% of the cost for employers with more than 100 employees.

Funding

IWT is part of a comprehensive business engagement strategy designed to meet the unique requirements of an employer (including a group of employers) to upskill current employees. HC-WDB may use up to 20% of their Adult and Dislocated Worker funding allocations for IWT activities. This 20% can only be used for programmatic activities and not administrative functions. IWT funding should be allocated to private sector employers; however, there may be instances where nonprofit and local government entities may receive IWT funds.

Rapid response funds can be leveraged by including IWT as part of a robust layoff aversion strategy. IWT is part of a comprehensive business engagement strategy that requires the training program to be listed as active on the ETPL. The HC-WDB, in conjunction with the WIOA subrecipient, shall determine which strategies and activities are appropriate for each situation.

IWT expenditures are to be tracked by the subrecipient to ensure they do not exceed the 20% allowance of Adult and Dislocated Worker formula allocations. IWT expenditures can only be counted towards SB 734 participant training expenditure requirement in WSD18-10 only if the individual is eligible for and enrolled in WIOA services. In this case, when the WIOA enrolled participant receives in IWT activity, the employer contributions for IWT can be counted as leverage dollars to meet the SB 734 expenditure requirement.

Documentation/Employer Contract Requirements

The IWT process begins with a written or verbal request by an employer or (a group of employers) requiring an evaluation by the HC-WDB to determine a need for IWT. Once it's been approved by the HC-WDB, the following conditions apply:

- A written IWT contract between the employer (s) and the subrecipient is signed and on file before the initiation of the training. A copy of the agreement is provided to the employer.
- The following terms of the training are included in the contract:
 - Number of employers and employees participating in the IWT,
 - Choice, method, and length of learning,
 - Selection of qualified trainer,
 - Expected skills/competencies to be learned and/or gained, and
 - Certificate credential to be obtained.
- The IWT contract also addresses the following:
 - Employer documentation of the six-month work history requirement,
 - Maximum allowable costs of training,
 - Employer commitment to retain the individual as a full-time employee(s) with the same wages, benefits, hours, and working conditions, at a minimum, as the comparable rates of pay for other individuals employed in similar occupations by the same employer,
 - Hourly wage of the individual (Post and post-training),
 - Assessment and identification of the individual's skills gaps,
 - Performance measures outcome requirements,
 - A provision for termination for lack of funds or recapture of overpayments, lack of individual attendance, or failure of the employer to comply with the initial or upgraded employment requirements, and
 - A provision for maintaining and providing records for HC-WDB, state, and federal monitoring and reviews.

Performance and Reporting Requirements

Eligibility for IWT is determined at the employer level and not at the individual level. Individuals who only receive IWT are not included in the WIOA Adult or Dislocated Worker program performance calculations. However, if at any time the IWT participant becomes a participant in the Adult or Dislocated Worker program, they are included in performance calculations for the core program that provides additional services.

The Department of Labor spiral (DOL) requires specific participation and performance data on individuals participating in IWT. The required information for these individuals is limited to demographic information, information necessary to calculate employment in the second and fourth quarters after exit, median earnings in the second quarter after exit, measurable skill gains, and certificate credential attainment. In calculating these metrics of IWT-only individuals, the exit date is the last date of training, as indicated in the training contract.

Employers are encouraged to provide the Social Security numbers (SSNs) of their employees participating in IWT as part of their contract with the WIOA subrecipient, enabling EDD to complete a base wage match to obtain employment and earnings data. For participants with a pseudo-SSN entered into CalJOBS, it is the WIOA subrecipients responsibility to provide supplemental data. Additionally, the HC-WDB's responsibility is to ensure that the subrecipient collects and enters all necessary and relevant data for all IWT participants into Cal JOBS.

CalJOBS Entry

All recipients of IWT must be reported to DOL, regardless of whether they become a participant in one of the other WIOA programs. Individuals who participate in IWT must be registered in CalJOBS and do the following:

- Title I - Workforce development application with an incumbent worker eligibility date entered. The application and eligibility requirements for the IWT eligibility are truncated and require minimal information.
- On the eligibility summary tab of the title one application:
 - Set “Incumbent Worker Eligibility” to yes.
 - Add the appropriate IWT grant code, then select “Finish” to save the application.
- Cal jobs activity code 308 - IWT should be added to the application and associated with the appropriate funding stream for the duration of the IWT. If utilizing WIOA formula funds, staff must associate grant code 2284 - Incumbent Worker Training participant - activity code.

Participation as an employer in IWT requires registration in CalJOBS as a preferred employer (recruiting employer). Additionally, the CalJOBS Activity Code E68 – IWT should be added to the employer’s CalJOBS account.

FORM(S): NA

INQUIRIES:

Any questions regarding this policy may be directed to the County of Humboldt Economic Development Division at 707-445-7745.

Humboldt County Workforce Development Board Approval Required? Yes No



TO: All Humboldt County Workforce Innovation and Opportunity Act (WIOA) Staff, Subrecipients and Service Providers

FROM: Humboldt County Workforce Development Board

EFFECTIVE: New – Effective Upon Local Workforce Development Board Approval

SUBJECT: Needs Related Payments

REFERENCES: 20 Code of Federal Regulations (CFR) 930-970; Workforce Services Directive (WSD) 18-08

PURPOSE:

The purpose of this policy is to provide guidance on the provision of Needs-Related Payments.

BACKGROUND:

The Workforce Innovation and Opportunity Act (WIOA) provides supportive service program guidelines for WIOA eligible adult, dislocated workers and youth as needed to assist the individual in reaching his/her employment and training goals.

The WIOA also allows for needs-related payments to provide financial assistance to participants to meet their non-training expenses for the purpose of enabling them to complete training successfully. Unlike other supportive services, to qualify for needs-related payments, a participant must be enrolled in training service.

POLICY:

The WIOA allows for the provision of Needs Related Payments as a permissible supportive service for individuals in need of financial assistance to participate in and successfully complete a program of training services when sufficient funding exists.

To receive needs related payments, an eligible adult participant must be unemployed, not qualify for or have ceased to qualify for unemployment compensation, not receive TANF cash assistance payments, and be enrolled in a program of training services under WIOA Section 134(c)(3). In most cases, the training would be occupational skills training provided through an Individual Training Account. Other training services may qualify based on an assessment of need.

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To receive needs related payments, an eligible dislocated worker must be unemployed and have ceased to qualify for unemployment compensation or trade readjustment allowances under TAA or NAFTA-TAA, and be enrolled in a program of training services under WIOA section 134(c)(3) by the end of the 13th week after the most recent layoff that resulted in a determination of the worker's eligibility as a dislocated worker, or if later, by the end of the 8th week after the worker is informed that a short-term layoff will exceed 6 months; or be unemployed and did not qualify for unemployment compensation or trade readjustment assistance under TAA and be enrolled in a program of training services under WIOA section 134 (c)(3). In most cases, the training would be occupational skills training provided through an Individual Training Account. Other training services may qualify based on an assessment of need.

To receive needs related payments, a youth (18-24 years of age) must be unemployed, not qualify for or have ceased to qualify for unemployment compensation, not receive TANF cash assistance payments, and be enrolled in a program of training services under WIOA Section 134(c)(3). In most cases, the training would be occupational skills training provided through an Individual Training Account. Other training services may qualify based on an assessment of need.

Needs related payments may be provided while a participant is waiting to begin a training program if the individual has been accepted into such a program and is scheduled to begin training within 30 days.

The payment level for adults has been determined by the HC-WDB to be not more than 70% of the current Lower Living Standard Income Level established for Humboldt County.

The level of needs-related payments will not exceed the greater of either:

- The applicable level of unemployment compensation for a dislocated worker; or
- 70% of the current Lower Living Standard Income Level for Humboldt County.

The weekly payment level for dislocated workers must be adjusted to reflect changes in total family income on a monthly basis. If the total family income exceeds 100% of the Lower Living Standard Income Level for Humboldt County, the dislocated worker will no longer be eligible for needs related payments.

FORM(S): NA

INQUIRIES:

Any questions regarding this policy may be directed to the County of Humboldt Economic Development Division at 707-445-7745.

Humboldt County Workforce Development Board Approval Required? Yes No



TO: All Humboldt County Workforce Innovation and Opportunity Act (WIOA) Staff, Subrecipients, and Service Providers

FROM: Humboldt County Workforce Development Board

EFFECTIVE: New – Effective Upon Local Workforce Development Board Approval

SUBJECT: Transitional Jobs

REFERENCES: WIOA Section 134(c)(3)(D); Title 20 CFR Sections 680.190, 680.195, and 680.200; Workforce Services Directive (WSD) 18-10.

PURPOSE:

The purpose of this policy is to give direction to HC-WDB subrecipients and service providers in the provision of transitional job activities for WIOA eligible Adult and Dislocated Workers.

BACKGROUND:

Transitional jobs are subsidized, time-limited, paid work experiences in the public, private, or nonprofit sectors and are only available to individuals with barriers to employment who are chronically unemployed or who have an inconsistent work history.

Transitional jobs are intended to establish a work history, provide work experience, and develop workplace skills to prepare individuals for unsubsidized employment and job retention. Transitional job services are provided in conjunction with other career and supportive services to ensure participants have all the resources available to succeed and develop in the workplace.

Transitional job expenditures may count for up to 10% of a service provider's expenditures in both the WIOA Adult and Dislocated Worker programs during a given program year (July 1 – June 30) and includes only wages and fringe for the individual participating in transitional job activities.

DEFINITIONS:

Transitional Job: A job that provides time-limited subsidized work experience in the public, private, or nonprofit sectors for individuals with barriers to employment who are chronically

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unemployed or have an inconsistent work history. Transitional jobs are designed to develop skills and establish necessary work history that leads individuals with barriers to unsubsidized employment.

Chronically Unemployed or Inconsistent Work History: The individual participant's inability to obtain sustained employment due to lack of work history, education, extreme poverty, long-term unemployment, homelessness, family instability, substance abuse, mental illness, language barriers, or criminal history.

Workforce Preparation Activities: Activities that help an individual acquire basic academic, critical thinking, digital literacy, and self-management skills. These skills include competencies in utilizing resources, using information, working with others, understanding systems, and obtaining skills necessary for a successful transition into post-secondary education, training, or employment.

POLICY:

HC-WDB subrecipients and service providers will utilize transitional jobs as an appropriate and allowable training activity, consistent with the definitions and requirements of WIOA.

Transitional jobs must provide a planned and structured learning experience that will contribute to achieving the individual's employment goals through a measurable training component.

Transitional job agreements must be signed by all parties before the start of the transitional job activity. Wage and fringe charges for this activity may be applied to the minimum participant training expenditure requirement noted and service provider contracts provided the participant is enrolled in Cal jobs and tracked with Cal jobs activity code 321 (Transitional Jobs).

Participant Eligibility Requirements.

To participate in a transitional job activity, the individual must meet general WIOA eligibility requirements and be unemployed at the date of application. The individual must also have one or more barriers to employment and be chronically employed or have inconsistent work history. These eligibility requirements must be documented in the participant file as well as case notes in Cal jobs.

Barriers to employment - for the purposes of participant eligibility for transitional job activities, barriers to employment include one or more of the following:

- Low-income individuals,
- Ex-offenders,
- Homeless individuals,
- English language learners,
- Displaced homemaker,
- A secondary school dropout, and
- Basic skills sufficient.

Chronically unemployed or inconsistent work history - for the purpose of participant eligibility for transitional job activities, individuals are considered chronically unemployed or to have an inconsistent work history when they meet one or more of the following criteria:

- Has never held a full-time job (30+ hours per week) for more than 13 consecutive weeks,

- Has been fired from a job within the 12 months before application,
- Has held more than three jobs in the 52 weeks before application,
- Is on parole or probation, or has been released from prison or jail within the 12 months before application,
- Has been unemployed for 13 consecutive weeks prior to application, and
- Has been unemployed for 15 or more of the 26 weeks before application.

An individual employment plan (IEP) must be developed before providing transitional job services; placement must be in line with the employment goals identified in the IEP. The IEP must include measurable goals for the transitional job placement. The IEP should reflect exposure to basic employer requirements, i.e., attitudes, aptitudes, and occupational or technical skills the employer would expect each regular entry-level employee to display.

Employer Requirements:

Employers willing to work with participants in transitional job activities may be from the public, private, or nonprofit sectors. Transitional jobs are structured to help participants achieve success in the workplace and develop the skills needed to obtain and retain unsubsidized employment; therefore, the employer must be able to provide supervision and appropriate feedback to the participant at regular intervals throughout the activity.

Employers must also be willing to participate in monthly on-site monitoring visits conducted by the subrecipient or service provider staff to evaluate the participant's performance.

There is no expectation that the employer will retain the participants after completing the transitional job. However, if the employer is interested in hiring the participant after the transitional job activity has been completed and additional training is needed, On-the-Job Training (OJT) may be developed in accordance with the HC-WDB OJT policy.

Provision of Transitional Job Services:

Participants who are unemployed at the point of application, have a qualifying barrier to employment, are chronically unemployed, or have an inconsistent work history may participate in transitional job activities.

All eligible participants must first undergo an appropriate assessment and the development of an IEP with the assistance of a subrecipient or service provider staff that includes the rationale for a transitional job.

The transitional job must be accompanied by comprehensive career and supportive services delivered before, or concurrently with, the transitional job. Supportive service needs and delivery shall be determined during the assessment process and outlined in the IEP.

The appropriate mix of career services shall also be outlined in the IEP and must include, at a minimum, at least one of the following individualized career services:

- Career planning,
- Group and/or individual counseling,
- Short-term prevocational services (including soft skills training),
- Workforce preparation activities,
- Financial literacy services,

- Out of the area job search and relocation assistance, and
- English language acquisition and integrated education and training programs.

Individualized career services may also be delivered upon completing the transitional job activity, so long as one or more of the above are provided prior to or during the transitional job. Eligible participants may participate in up to 520 hours of transitional job activities, delivered over a maximum period of 26 weeks. The participant may be placed with more than one employer during the transitional job activity; however, the total hours for all worksites may not exceed 520 hours or 26 weeks, whichever comes first.

Transitional jobs shall be developed to the extent practical with an employer in an industry of interest to the participant. It is anticipated that most transitional jobs will be entry-level positions, and the participants shall be paid minimum or prevailing wage, which is whichever is greater.

Worksite Agreement:

HC-WDB requires a written, signed agreement between the subrecipient or service provider and a qualified employer before the start of work. These worksite agreements must contain, at a minimum, the following elements:

- The purpose(s) for which the training is to be provided.
- The duration of the activity.
- The wage rate to be paid to the individual/participant.
- A training outline that reflects the work skills required for the position.
- A summary of any other separate classroom training that the employer may provide.
- The employer's agreement to maintain and make available the time, attendance, and other records to support work experience skills gained under the transitional job contract.
- Written assurance by the employer that said employer complies with health and safety standards established under Federal and State law.
- Documentation that the employer follows the requirements and complies with the Civil Rights Act concerning equal opportunity in employment and complies with all Federal, State, and local laws, including those pertaining to nondiscrimination.

FORM(S): NA

INQUIRIES:

Any questions regarding this policy may be directed to the County of Humboldt Economic Development Division at 707-445-7745.

Humboldt County Workforce Development Board Approval Required? Yes No



TO: All Humboldt County Workforce Innovation and Opportunity Act (WIOA) Staff, Subrecipients and Service Providers

FROM: Humboldt County Workforce Development Board

EFFECTIVE: 06/30/2022

SUBJECT: Incident Reporting

REFERENCES: Training and Employment Guidance Letter (TEGL) 2-12
Title 20 CFR Sections 667.505, 667.630, 683.600, and 683.620
Workforce Services Directive (WSD) 20-12

PURPOSE

This policy provides guidance and establishes the procedures regarding the reporting allegations of fraud, program abuse, or criminal activity committed by staff, subrecipients, or participants receiving federal funds through Workforce Innovation and Opportunity Act (WIOA) programs as provided by One-Stop partners within the America's Job Centers of California (AJCC) in Humboldt County.

DEFINITIONS:

Complaint: Allegations of criminal activity in serious misconduct accepted by the DOL as incidents, and allegations of fraud, waste, and abuse concerning federally funded grants, contracts, programs and operations, and dangers to the public health and safety. The incident reporting system should not be used for resolving employee grievances, Equal Employment Opportunity complaints, labor disputes, or other personnel concerns.

Emergency: A situation involving imminent health or safety concerns, or the imminent loss of funds exceeding an amount much larger than \$50,000 (e.g. \$500,000).

Employee/Participant Misconduct: Actions occurring during or outside work hours, that reflect negatively on the program or its purpose, and may include, but are not limited to, conflict of interest involving outside employment, business and professional activities, and the receipt or giving of gifts, fees, entertainment, and favors; misuse of federal property; misuse of official information; and other activities that might adversely affect the confidence of the public regarding the integrity of government.

Fraud: Any alleged deliberate action which may be in violation of Federal statutes and regulations. Types of fraud include embezzlement, forgery, theft, solicitation, and receipt of

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bribes (kickbacks), and falsification of records and claims regarding trainees (e.g., knowingly enrolling ineligible participants). Criminal fraud is a type of larceny and is punishable under both federal and California law as a felony. Civil fraud is subject to tort actions under civil laws.

Gross Mismanagement: Actions or situations arising out of management ineptitude or oversight, which lead to a major violation of contract provisions and/or which severely hamper accomplishment of program goals. These include situations, which lead to waste of government resources and put into serious jeopardy future support for a project. This category includes, but is not limited to, un-auditable records, unsupported costs, highly inaccurate fiscal and/or program reports, payroll discrepancies, payroll deductions not paid to the Internal Revenue Service or the State of California, and the lack of internal control procedures.

Misapplication of Funds: Any use of funds, assets, or property not authorized or provided for in the grant or contract. This category includes, but is not limited to, nepotism, political patronage, use of participants for political activity, intentional services to ineligible enrollees, conflict of interest, failure to report income derived from federal funds, violation of contract provisions, maintenance of effort violations, and the use of the Workforce Investment Act (WIA) funds for other than WIA purposes.

Standard of Conduct Violations: Violations of terms and conditions stipulated in the subgrant agreement. The relevant stipulations in the subgrant agreement are General Assurances, Employment of Former State Employees, Conducting Business Involving Relatives, Conducting Business Involving Close Personal Friends and Associates, Avoidance of Conflict of Economic Interest, and Maintenance of Effort.

Subrecipient: A non-federal entity that receives a subaward from a pass-through entity to carry out part of a federal program but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency.

POLICY

All staff, subrecipients, and participants related to WIOA programs must be alert for instances of fraud, abuse, and criminal activity. When an individual has knowledge or suspects a violation of WIOA or its regulations, the individual must take prompt and appropriate action. All such instances should be reported to the Humboldt County Workforce Development Board (HC-WDB), the California Employment Development Department (EDD) Compliance Review Office (CRO) and the Department of Labor's Office of the Inspector General (OIG) immediately.

In addition, HC-WDB subrecipients shall establish appropriate internal program management procedures to prevent and detect fraud, abuse, and criminal activity. Subrecipients must establish, document, and implement procedures to immediately notify the HC-WDB of any suspected or proven fraud, abuse, or other criminal activity involving WIOA-funded activities. Subrecipients who detect the presence or appearance of fraud, abuse, or other criminal activity must gather enough information to provide a clear, concise report of each incident. Reports must include a statement of all facts known at the time, as well as any known or estimated loss of WIOA funds resulting from the incident. It is important that an initial report is made to CRO and OIG within one working day of the incident. The submission of an incident report should not be delayed even if all facts are not readily available. Any facts subsequently developed by

the subrecipient are to be forwarded in a supplemental incident report.

These procedures must include a reporting process to ensure that CRO and OIG are notified immediately of any allegations of WIOA-related fraud, abuse, or criminal activity. Internal management procedures must be in writing and include the designation of a person on the subrecipient staff who will be responsible for such notifications. The reporting procedures do not supersede the responsibility for subrecipients to safeguard WIOA funds by taking prompt and appropriate corrective action when any evidence of a violation of WIOA or its implementing regulations is found.

Reporting

Within one workday of detection or discovery of information alleging fraud, abuse, or other criminal activity involving WIOA funds, a written incident report shall be prepared by the detecting entity. The report must be submitted on the attached Incident Report Form (OIG 1-156) or similar document containing the requested information.

Submit the report to the following:

Attention: Economic Development Division Director
Humboldt County Workforce Development Board
Email to: gohumco@co.humboldt.ca.us

Attention: Compliance Resolution Unit
Email to: PACBCROIncidentReports@edd.ca.gov

And to the OIG

- At their Web site <https://www.oig.dol.gov/hotlinecontact.htm>
- By telephone at 1-800-347-3756,
- By fax to (202) 693-5210, or
- By mail to: Office of Inspector General
United States Department of Labor
200 Constitution Avenue, N.W., Room S-5506
Washington, D.C. 20210

Allegations considered to be of an emergency nature may be reported by telephone to, the Compliance Resolution Unit Supervisor at (916) 653-3270 and by calling the DOL/OIG Hot Line at 1-800-347-3756 and followed immediately thereafter by a written incident report.

The HC-WDB will forward any incident report it receives to CRO. The CRO will record any incident report it receives in the WIOA Incident Report System and forward the incident report to DOL/ETA (Department of Labor/ Employment and Training Administration), Region 6, within one working day of receipt. However, CRO may have to contact the reporting entity for clarification or additional details prior to forwarding it to Region 6. Concurrently with its transmittal of the incident report to Region 6, CRO will, when applicable, notify the reporting entity to take appropriate action to recover misspent funds, or to contain its financial liability.

Upon receipt, ETA Region 6 will forward the incident report to DOL Regional OIG, San Francisco. Subsequently, Region 6 will advise EDD of the action to be taken by DOL Regional OIG. If OIG decides to investigate the incident, CRO will wait for OIG's results before commencing the state-level formal resolution. If OIG decides not to investigate the incident, CRO will request, when appropriate, a special monitoring review or an investigation by the

appropriate state entities.

Otherwise, CRO will require the subrecipient to submit its fact finding and local resolution. Whenever the entity reporting the allegation of an incident believes that immediate action to prevent further financial loss or other damage is necessary, or recovery of funds or property may be impeded if immediate action is not taken, the reporting entity has the responsibility to take any action it deems appropriate, including contacting the local law enforcement agency. **Any immediate action taken or planned by the reporting entity must be reported to CRO when the incident report is submitted.**

Allegations of fraud, abuse, or other criminal activity in WIOA-funded programs may originate from sources other than subrecipients. Such sources may include informants, independent auditors, or local law enforcement agencies. Whenever EDD receives an allegation from such source, CRO will prepare an incident report (OIG 1-156) and submit it to Region 6, in accordance with this directive. In such a case, CRO will, when appropriate, inform the subject subrecipient of the incident reported and advise the latter of the need to take certain action.

During an investigation, based on a report of fraud or abuse, DOL OIG investigators or auditors may contact a subrecipient regarding an incident of which the subrecipient was not previously aware. Upon learning of the incident from federal sources, the subrecipient should contact CRO to determine whether the latter is aware of the incident. If the subrecipient is not aware of the allegations but CRO is; then the latter will, when appropriate, inform the former of the specific allegations contained in the incident report.

Action will not be taken against any complainant for disclosing information concerning criminal or improper activities or making a valid complaint to proper authorities. Complainants may remain anonymous. If a complainant considers that his or her position will be compromised by reporting information via an incident report, he or she may send the report directly to the OIG.

FORM(S): Incident Report Form OIG 1-156

INQUIRIES:

Any questions regarding this policy may be directed to the County of Humboldt Economic Development Division at 707-445-7745.

Humboldt County Workforce Development Board Approval Required? Yes No



TO: All Humboldt County Workforce Innovation and Opportunity Act (WIOA) Staff, Subrecipients and Service Providers

FROM: Humboldt County Workforce Development Board

EFFECTIVE: June 30, 2022

SUBJECT: Personally Identifiable Information

REFERENCES: Training and Employment Guidance Letter (TEGL) No. 39-11; Workforce Services Directive, WSD17-01

PURPOSE:

The purpose of this Policy is to provide guidance to WIOA staff and service providers on compliance with the requirements of acquiring, handling, transmitting and protecting personally identifiable information (PII).

This policy is based on the interpretation by the County Administrative Office, Economic Development Division of WIOA law, regulations and policies and federal, state and local laws, regulations and policies. This policy will be reviewed and updated based on any additional federal or state guidance.

BACKGROUND:

As part of their grant activities, WIOA staff and service providers may have in their possession large quantities of PII relating to individual program participants. This information is generally found in participant case files, both paper and electronic. Service providers are required to take measures to mitigate the risks associated with the collection, storage, and dissemination of PII.

DEFINITIONS:

For purposes of this policy, following are definitions of terms related to PII.

- PII - PII is information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual
- Sensitive Information – any unclassified information whose loss, misuse, or unauthorized access to or modification of could adversely affect the interest or the conduct of Federal programs, or the privacy to which individuals are entitled under the federal Privacy Act of 1974.

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- Protected PII and non-sensitive PII - the U.S. Department of Labor (DOL) has defined two types of PII, protected PII and non-sensitive PII. The differences between protected PII and non-sensitive PII are primarily based on an analysis regarding the “risk of harm” that could result from the release of the PII:
 1. *Protected PII* is information that if disclosed could result in harm to the individual whose name or identity is linked to that information. Examples of protected PII include, but are not limited to, social security numbers (SSNs), credit card numbers, bank account numbers, home telephone numbers, ages, birthdates, marital status, spouse names, educational history, biometric identifiers (fingerprints, voiceprints, iris scans, etc.), medical history, financial information and computer passwords.
 2. *Non-sensitive PII* is information that if disclosed by itself could not reasonably be expected to result in personal harm. Essentially, it is stand-alone information that is not linked or closely associated with any protected or unprotected PII. Examples of non-sensitive PII include information such as first and last names, e-mail addresses, business addresses, business telephone numbers, general education credentials, gender, or race. However, depending on the circumstances, a combination of these items could potentially be categorized as protected or sensitive PII.

POLICY:

Federal law and OMB Guidance polices require that PII and other sensitive information is protected. To ensure compliance with Federal law and regulations, WIOA service providers must secure the storage and transmission of PII and sensitive data developed, obtained, or otherwise associated with WIOA funds.

In addition to the requirement above, all WIOA Staff and service providers must also comply with all of the following:

- To ensure that such PII is not transmitted to unauthorized users, all PII and other sensitive data transmitted via e-mail or stored electronically (on thumb drives, etc.), must be encrypted. WIOA Staff and service providers must not email unencrypted sensitive PII to any entity, including contractors.
- WIOA staff and service providers must take the steps necessary to ensure the privacy of all PII obtained from participants and/or other individuals and to protect such information from unauthorized disclosure. Grantees must maintain such PII in accordance with this policy.
- WIOA staff and service providers shall ensure that any PII used during the performance of their grant has been obtained in conformity with this policy and applicable Federal and state laws governing the confidentiality of information.
- WIOA staff and service providers further acknowledge that all PII data obtained through their WIOA grant shall be stored in an area that is physically safe from access by unauthorized persons at all times and the data will be processed using grantee issued equipment, managed information technology (IT) services, and designated locations approved by the Economic Development Division. Accessing, processing, and storing

of WIOA grant PII data on personally owned equipment, at off-site locations e.g., employee's home, and non- grantee managed IT services (e.g. Yahoo mail), is strictly prohibited.

- WIOA staff and service providers and other personnel who will have access to sensitive confidential/proprietary/private data must be advised of the confidential nature of the information, the safeguards required to protect the information, and that there are civil and criminal sanctions for noncompliance with such safeguards that are contained in Federal and state laws.
- WIOA service providers must have policies and procedures in place under which grantee employees and other personnel, before being granted access to PII, acknowledge their understanding of the confidential nature of the data and the safeguards with which they must comply in their handling of such data as well as the fact that they may be liable to civil and criminal sanctions for improper disclosure.
- Service providers must not use information for any purpose other than that stated in the grant agreement.
- Access to any PII created by the WIOA grant must be restricted to only those employees of the grant recipient who need it in their official capacity to perform duties in connection with the scope of work in the grant agreement.
- All PII data must be processed in a manner that will protect the confidentiality of the records/documents and is designed to prevent unauthorized persons from retrieving such records by computer, remote terminal or any other means. Data may be downloaded to, or maintained on, mobile or portable devices only if the data are encrypted using NIST validated software products based on FIPS 140-2 encryption. In addition, wage data may only be accessed from secure locations.
- Any medical or disability-related information obtained about a particular individual, including information that could lead to the disclosure of a disability, must be collected on separate forms. All such information, whether in hard copy, electronic, or both, must be maintained in separate files, apart from any other information about the individual, and treated as confidential. Whether these files are electronic or hard copy, they must be locked or otherwise secured (e.g., through password protection).

A service provider's failure to comply with these requirements, or any improper use or disclosure of PII for an unauthorized purpose may result in the termination or suspension of the grant, or the imposition of special conditions or restrictions, or such other actions as the Administrative Entity may deem necessary to protect the privacy of participants or the integrity of data.

PROCEDURE:

Protected PII is the most sensitive information encountered in the course of grant work, and it is important that it stays protected. Service providers are required to protect PII when transmitting information but are also required to protect PII and sensitive information when collecting, storing and/or disposing of information as well. Service providers are required to do the following:

- Before collecting PII or sensitive information from participants, have participants sign releases acknowledging the use of PII for grant purposes only.
- During intake, or anytime during WIOA participation, create a separate document for participants to complete that has medical and disability related information and store that information separately in a secure filing system.
- Make a copy of the participant's document and redact all medical and disability related information and store in the participant's general file (i.e. CalJOBS).
- Use appropriate methods for destroying sensitive PII in paper files (i.e., shredding or using a burn bag) and securely deleting sensitive electronic PII.
- Do not leave records containing PII open and unattended.
- Store documents containing PII in locked cabinets when not in use.
- Immediately report any breach or suspected breach of PII to the Economic Development Division Director, who will report it to appropriate authorities and follow any instructions received from officials.

ACTION:

All WIOA staff and service providers shall comply with this policy. This policy will remain in effect from the date of issue until such time that a revision is required.

FORM(S): Personally Identifiable Information Form

INQUIRIES:

Any questions regarding this policy may be directed to the County of Humboldt Economic Development Division at 707-445-7745 or gohumco@co.humboldt.ca.us

Humboldt County Workforce Development Board Approval Required? Yes No

Attachment J



WIOA GRANT STATUS

PERFORMANCE DASHBOARD

PROGRAM YEAR 2021 3RD QUARTER

As of MAY 5, 2022

JAN 1, 2022 - MAR 31, 2022

PROGRAM/GRANT	TERM	PROVIDER	TOTAL AWARD	ACTUAL EXPENDITURES	PERCENTAGE EXPENDED
Dislocated Worker	10/1/20 - 6/30/22	HWC/SMART	\$239,159.00	\$ 136,096.00	57%
Dislocated Worker	7/1/21 - 6/30/23	HWC	\$255,859.00	\$ 4,103.00	2%
Rapid Response	7/1/20- 6/30/22	HWC/SMART	\$94,834.00	\$ 90,411.00	95%
Rapid Response	7/1/21 - 6/30/23	HWC	\$102,338.00	\$ -	0%
Layoff/Aversion	7/1/20- 6/30/22	HWC/SMART	\$22,511.00	\$ 22,511.00	100%
Layoff/Aversion	7/1/21 6/30/23	HWC	\$30,581.00	\$ 807.59	0%
Adult	10/1/20 - 6/30/22	HWC/SMART	\$268,048.00	\$ 196,450.00	73%
Adult	7/1/21 - 6/30/23	HWC	\$261,222.00	\$ -	0%
Youth	4/1/20 - 6/30/22	HWC/SMART	\$311,324.00	\$ 201,001.00	65%
Youth	10/1/21 - 6/30/23	HWC	\$305,680.00	\$ 3,576.00	1%
Jobs	10/1/18 - 3/1/22	SMART	\$569,401.00	\$ 569,401.00	100%
Slingshot 3.0 RPI	4/1/20 - 6/30/22	HCOE	\$325,000.00	\$ 259,834.00	80%
COVID-19 Temp Jobs	4/1/20 - 6/30/22	SMART	\$110,170.00	\$ 110,170.00	100%
Slingshot 4.0 RPI	4/1/21 - 9/30/22	HWC	\$342,235.00	\$ 28,783.00	8%

Progress towards exhausting grant

On track to exhaust grant

Some risk

At Risk



COMPLIANCE MONITORING

PERFORMANCE DASHBOARD

PROGRAM YEAR 2021 3RD QUARTER

JAN 1, 2022 - MAR 31, 2022

PROGRAM/GRANT	PROVIDER	TERM	SUMMARY
Adult	SMART	10/1/20 - 6/30/21	Monitoring Complete - Satisfactory
Dislocated Worker	SMART	10/1/20 - 6/30/21	Monitoring Complete - Satisfactory
Slingshot 3.0 RPI	HCOE	4/1/20 - 3/31/22	Monitoring Complete - Needs Improvement
Adult	Cal Poly Humboldt	7/1/21 - 6/30/22	Monitoring Complete - Satisfactory
Dislocated Worker	Cal Poly Humboldt	7/1/21 - 6/30/22	Monitoring Complete - Satisfactory
Youth	MFRC	7/1/21 - 6/30/22	Monitoring Planned
Youth	Dream Quest	7/1/21 - 6/30/22	Monitoring Planned
Youth	Mattole	7/1/21 - 6/30/22	Monitoring Planned

Satisfactory

Contract implementation is functioning in compliance with all elements of the contract, no High-Risk Findings.

Needs Improvement

Contract implementation is in general compliance with applicable requirements, but may have programmatic or financial deficiencies that need correction. There is a low level of risk of disallowed cost and/or potential for not achieving contracted performance outcomes should corrective action not be taken.

Unsatisfactory

Contract implementation is substantially out of compliance or has significant or High-Risk Findings. There is a high level of risk for potential of disallowed costs if corrective action is not taken.



WIOA CASES/ENROLLEES BY PROGRAM

PERFORMANCE DASHBOARD

PROGRAM YEAR 2021 3RD QUARTER

JAN 1, 2022 - MAR 31, 2022

PROGRAM/GRANT	Provider	Cases	Enrollees
QUARTER 1 / JUL 1 - SEPT 30, 2021			
Adults	HWC	27	13
Dislocated Worker	HWC	4	3
NDWG	HWC	2	0
Youth	HWC	3	1
Youth	Dream Quest	16	2
Youth	MFRC	7	0
Youth	Mattole	1	1
Non-WIOA Special Grant	DHHS-ETD	1	0
TOTAL		61	20
QUARTER 2 / OCT 1 - DEC 31, 2021			
Adults	HWC	17	1
Dislocated Worker	HWC	3	1
NDWG	HWC	2	0
Youth	HWC	4	1
Youth	HCOE	0	1
Youth	Dream Quest	16	2
Youth	MFRC	4	0
Youth	Mattole	5	4
TOTAL		51	10
QUARTER 3 / JAN 1 - MAR 31, 2022			
Adults	HWC	23	11
Dislocated Worker	HWC	4	0
Youth	HWC	1	1
Youth	Dream Quest	16	1
Youth	MFRC	3	1
Youth	Mattole	6	1
TOTAL		53	15

Periods of Performance Reporting Cohorts

Each color (blue, orange, green and gold) represents the program year the different cohorts of individuals are reported, and each shade of those colors represents the quarter those cohorts are reported. All of the boxes with the same color/shade represent cohorts that are reported in the reporting period with the corresponding color/shade.

	PY 2017 WIOA Annual Report ETA-9169 Due October 2019				PY 2018 WIOA Annual Report ETA-9169 Due October 2020				PY 2019 WIOA Annual Report ETA-9169 Due October 2021				PY 2020 WIOA Annual Report ETA-9169 Due October 2022				Annual Report Periods
WIOA Performance Indicators	Jul - Sep 2018	Oct - Dec 2018	Jan - Mar 2019	Apr - Jun 2019	Jul - Sep 2019	Oct - Dec 2019	Jan - Mar 2020	Apr - Jun 2020	Jul - Sep 2020	Oct - Dec 2020	Jan - Mar 2021	Apr - Jun 2021	Jul - Sep 2021	Oct - Dec 2021	Jan - Mar 2022	Apr - Jun 2022	Quarterly Report Periods
<i>Based on individuals served in the same Quarter/Program Year of the Report</i>																	
Measurable Skill Gains																	
<i>Based on individuals exiting in Quarters/PY prior to reporting period, lagged to account for data availability and outcome timeframes</i>																	
Employment Rate 2nd Qtr after Exit																	
Median Earnings 2nd Qtr after Exit																	
Employment Rate 4th Qtr after Exit																	
Credential Attainment Rate																	
Effectiveness in Serving Employers																	

WIOA Performance Indicators	Definition
Measurable Skill Gains	Percentage of participants who, during a program year, are in an education or training program that leads to a recognized
Employment Rate 2nd Quarter after Exit	Percentage of program participants who are in unsubsidized employment during the second quarter after exit from the program.
Median Earnings 2nd Quarter after Exit	Total quarterly earnings, for all participants employed in the second quarter after exit, are collected by either direct wage record
Employment Rate 4th Quarter after Exit	Percentage of program participants who are in unsubsidized employment during the fourth quarter after exit from the program.
Credential Attainment Rate	Percentage of those participants enrolled in an education or training program (excluding those in OJT and customized training) who
Effectiveness in Serving Employers	<u>Employer Retention</u> : Percentage of participants with wage records who exit and were employed by the same employer in the second



HUMBOLDT WDB PERFORMANCE OUTCOMES

ADULT

PERFORMANCE DASHBOARD

PROGRAM YEAR 2021 3rd QUARTER

JAN 1, 2022 - MAR 31, 2022

Service	Total Participants Served Cohort Period: 01-01-22 - 03-31-2022		Total Participants Exited Cohort Period: 10-01-21 - 12-31-2021	
Career Services	23		7	
Training Services	15		5	
Percent training-related employment		Percent enrolled in more than one core program		
0.00%		30.43%		
	Employment Rate (Q2) Cohort Period: 01-01-2021 - 03-31-2021		Employment Rate (Q4) Cohort Period: 07-01-2020 - 09-30-2020	
	Num/ Den	Rate	Num/ Den	Rate
Negotiated Target		79.90%		64.00%
Actual	7	70.00%	4	57.14%
	10		7	
	Median Earnings Cohort Period: 01-01-2021 - 03-31-2021			
	Earnings			
Negotiated Target	\$6,500			
Actual	\$5,896.84			
	Credential Rate Cohort Period: 07-01-2020 - 09-30-2020		Measurable Skill Gains Cohort Period: 01-01-2022 - 03-31-2022	
	Num/ Den	Rate	Num/ Den	Rate
Negotiated Target	3	70%	7	75%
Actual	5	60.00%	12	58.33%



HUMBOLDT WDB PERFORMANCE OUTCOMES

DISLOCATED WORKER

PERFORMANCE DASHBOARD

PROGRAM YEAR 2021 3RD QUARTER

JAN 1, 2022 - MAR 31, 2022

Service	Total Participants Served Cohort Period: 01-01-22 - 03-31-2022		Total Participants Exited Cohort Period: 10-01-21 - 12-31-2021	
Career Services	4		2	
Training Services	3		1	
Percent training-related employment		Percent enrolled in more than one core program		
0.00%		50.00%		
	Employment Rate (Q2) Cohort Period: 01-01-2021 - 03-31-2021		Employment Rate (Q4) Cohort Period: 07-01-2020 - 09-30-2020	
	Num/ Den	Rate	Num/ Den	Rate
Negotiated Target		89.10%		60.00%
Actual	5	71.43%	2	50.00%
	7		4	
	Median Earnings Cohort Period: 01-01-2021 - 03-31-2021			
	Earnings			
Negotiated Target	\$8,070.00			
Actual	\$5,151.60			
	Credential Rate Cohort Period: 07-01-2020 - 09-30-2020		Measurable Skill Gains Cohort Period: 01-01-2022 - 03-31-2022	
	Num/ Den	Rate	Num/ Den	Rate
Negotiated Target	0	60.00%	1	77.00%
Actual	3	0.00%	3	33.33%



HUMBOLDT WDB PERFORMANCE OUTCOMES

YOUTH

PERFORMANCE DASHBOARD

PY 2021 3RD QUARTER

JAN 1, 2022 - MAR 31, 2022

Service	Total Participants Served Cohort Period: 01-01-22 - 03-31-2022		Total Participants Exited Cohort Period: 10-01-21 - 12-31-2021	
Career Services	24		5	
Training Services	7		0	
Percent training-related employment		Percent enrolled in more than one core program		
0.00%		4.17%		
	Employment Rate (Q2) Cohort Period: 01-01-2021 - 03-31-2021		Employment Rate (Q4) Cohort Period: 07-01-2020 - 09-30-2020	
	Num/ Den	Rate	Num/ Den	Rate
Negotiated Target		65.40%		65.00%
Actual	3	16.67%	4	80.00%
	18		5	
	Median Earnings Cohort Period: 01-01-2021 - 03-31-2021			
	Earnings			
Negotiated Target	\$3,400.00			
Actual	\$5,413.12			
	Credential Rate Cohort Period: 07-01-2020 - 09-30-2020		Measurable Skill Gains Cohort Period: 01-01-2022 - 03-31-2022	
	Num/ Den	Rate	Num/ Den	Rate
Negotiated Target	1	60.00%	0	50.00%
Actual	4	25.00%	16	0.00%



HUMBOLDT WDB PERFORMANCE OUTCOMES

NATIONAL DISLOCATED WORKER

PERFORMANCE DASHBOARD

PY 2021 3RD QUARTER

MAY 2022

JAN 1, 2022 - MAR 31, 2022

Service	Total Participants Served Cohort Period: 01-01-22 - 03-31-2022		Total Participants Exited Cohort Period: 10-01-21 - 12-31-2021	
Career Services	0		2	
Training Services	0		1	
Percent training-related employment		Percent enrolled in more than one core program		
0.00%		0.00%		
	Employment Rate (Q2) Cohort Period: 01-01-2021 - 03-31-2021		Employment Rate (Q4) Cohort Period: 07-01-2020 - 09-30-2020	
	Num/ Den	Rate	Num/ Den	Rate
Negotiated Target		0.00%		0.00%
Actual	4	57.14%	1	50.00%
	7		2	
	Median Earnings Cohort Period: 01-01-2021 - 03-31-2021			
	Earnings			
Negotiated Target	\$0.00			
Actual	\$3,682.23			
	Credential Rate Cohort Period: 07-01-2020 - 09-30-2020		Measurable Skill Gains Cohort Period: 01-01-2022 - 03-31-2022	
	Num/ Den	Rate	Num/ Den	Rate
Negotiated Target	2	0.00%	0	0.00%
Actual	2	100.00%	0	0.00%