



WORKFORCE DEVELOPMENT BOARD OF SOLANO COUNTY

Board of Director's Meeting

Friday, November 15, 2024

8:30 a.m. – 10:30 a.m.



500 Chadbourne Road, Suite A
Fairfield, CA 94534



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

BOARD OF DIRECTORS MEETING
Friday, November 15, 2024
8:30 a.m. – 10:30 a.m.
500 Chadbourne Road, Suite A
Fairfield, CA 94534

AGENDA

- I. Call to Order**
- II. Introductions**
- III. Agenda Changes/Deletions**
- IV. Public Comment** – *Public comments on agenda items and items under the jurisdiction of the Board of Directors shall be made at this time and will be taken into consideration without discussion by the Board. Speakers will have a time limit of 3 minutes. No action may be taken on non-agenda items.*
- V. Closed Session**
 - A. Pursuant to §54957.6(a) Review of Proposed Non-Represented Compensation and Salary Adjustments
 - B. Pursuant to §54957(b) Continuance of the WDB’s President/Executive Director Annual Evaluation and Consideration of Salary Compensation and Benefits
- VI. Open Session**
 - A. Pursuant to §54957.6(a) Vote and/or Report out on any Action Resulting from Closed Session
 - B. Pursuant to §54957(b) Vote and/or Report out on any Action Resulting from Closed Session
- VII. Consent Calendar**
 - A. Approval of September 20, 2024, Meeting Minutes **1**
 - B. Approval of the Lower Living Standard Income Level (LLSIL) & Poverty Guidelines Policy for 2024 **21**
 - C. Approval of Negotiated WIOA Performance Measures for PY2024-26 **25**
 - D. Approval of 2024 Board of Director’s Meeting Calendar **28**
 - E. Approval of Change of Guarantor for Corporate Bank of America Credit Card to President/Executive Director **29**
- VIII. Informational Reports**
 - A. Committee Chairs (Verbal)
 - B. President/Executive Director (Verbal)
 - C. Board Chair (Verbal)
 - D. Reports (Written) **30**

IX.	Action Items	
	A. Approval of New Workforce Board Appointments: Ms. Jamie Powell of Fighting Back Partnership, and Mr. Chris Rico of Solano Economic Development Corporation (EDC)	44
	B. Review and Approval of Successor Collective Bargaining Agreement Between SEIU 1021 and Workforce Development Board of Solano County for the period of October 1, 2024 through September 30, 2026	50
	C. Approval to Match Cost of Living Increase Outlined in the Successor Collective Bargaining Agreement Between SEIU 1021 and Workforce Development Board of Solano County for the period of October 1, 2024 through September 30, 2026 for Non-Represented Staff	94
	D. Approval to Transfer up to \$24,000 from Financial Reserves to Cash in Treasury to Pay for Fees and Penalties Incurred for a Late Filing of Form 990 for Fiscal Year Ending June 2022	95
	E. Review and Approval of the America’s Job Center of California (AJCC) Comprehensive and Affiliate Baseline Certification and Certification Indicators Assessment	96
	F. Approval of Lease Agreement with California Department of General Services for 1440 Marin St, Vallejo	147
	G. Review and Approval of a Contract with Muzetta Thrower Adult Education Center to Provide Industry-Based Training in Bio-Manufacturing for an Amount Not to Exceed \$50,000, Funded by the American Rescue Plan Act; Give President/Executive Director Authority to Finalize and Sign the Approved Contract, and Make Administrative Changes, as Needed	160
	H. Review and Approval of a Contract with RepresentEd Leadership to Build Community Awareness and Pathways into the Bioeconomy Industries or Biotechnology Careers, Funded by the American Rescue Plan Act (ARPA), Not to Exceed \$87,000, for a period of December 1, 2024 through June 30, 2025	167
X.	Presentation of Success Stories	
	<i>Testimonials from job seekers and business impacted by the WDB and the SBDC</i>	
XI.	Adjournment	

Note: The next Board of Director’s meeting is scheduled for Friday, January 24, 2025

CONSENT CALENDAR



BOARD OF DIRECTORS MEETING MINUTES
September 20, 2024

I. Call to Order

Board Vice-Chair, Shannon Dodds, called the meeting to order at 8:32 a.m. Quorum was established.

Members Present: Suzanne Castano, Chris Churchill, Kelli Courson, Shannon Dodds, Mary Dugbartey, Janice Fera, Mario Giuliani, Coco House, Gerald Huber, Deanna Hurn, Chris Huxsoll, Idowu Koyejo, Glenn Loveall, Margie Poulos, Thomas Stuebner, David Tam

Members Absent: Danny Bernardini, Mark DeWeerd, Fadi Halabi, Tim Healer, Sabrina Martin, Summer Miguel, Stephen Reese

Others in Attendance: Heather Henry, Tammy Gallentine, April Ziomek-Portillo, Jesus Becerra, Cynthia Seals-Roper, Brianna Boyd, Matthew Moon-Bailey, Marion Aiken, Sheryl Cutler, Vankeesha Frank, Megan Richards, Kim Gusman, Juan Prieto

II. Introductions

There were no introductions.

III. Agenda Changes/Deletions

There were no agenda changes or deletions.

IV. Public Comment

There were no public comments.

V. Closed Session

At 8:33 a.m., Ms. Dodds closed the public meeting and adjourned into a closed session.

A. Pursuant to §54957.6 Update of Collective Bargaining Agreement Negotiations Between SEIU 1021 and Workforce Development Board of Solano County

B. Pursuant to §54957(b) Continuance of the WDB's President/Executive Director Annual Evaluation and Consideration of Salary Compensation and Benefits

VI. Open Session

At 9:19 a.m., the public meeting was reconvened.

A. Pursuant to §54957.6 Vote and/or Report out on any Action Resulting from Closed Session

No action was taken by the Board during Closed Session.

B. Pursuant to §54957(b) Vote and/or Report out on any Action Resulting from Closed Session

The Board reported the WDB Executive Committee will meet and further discuss this item. No further action was taken.

VII. Consent Calendar

A. Approval of July 19, 2024, Meeting Minutes

B. Accept the Workforce Development Board of Solano County's Final Sub-Monitoring Reports for Adult and Dislocated Worker Programs and America's Job Center of California (AJCC)

MOTION #1

**A motion was made and seconded to approve the consent calendar, as presented.
(Giuliani/Huxsoll) MOTION PASSED UNANIMOUSLY**

VIII. Informational Reports

A. Committee Chair

Mr. Giuliani announced the Budget Committee met on September 13th to review updates to WIOA funding. There were no major changes to the budget. The budget is on the agenda for approval in which details will be shared at that time.

Mr. Huxsoll shared that the Planning & Oversight Committee met August 27th. During the meeting, the committee reviewed the final sub-monitoring reports in detail and the Adult and DW Eligibility Policy. Both items are on the agenda for Board approval. The committee also discussed the process of the upcoming AJCC certification, due in November, the challenges with the Eligible Training Provider List process, and looked at the trends in vocational training over the last five years.

B. President/Executive Director Report

Ms. Henry highlighted that 350 clients are being served through our Job Seeker Services team between WIOA and ARPA programs. While this is great that we are able to outreach and bring people in that have the need for services, this has also put our staff at capacity. Staff are currently in the process of interviewing for their first Spanish speaking case manager. There are some good candidates to consider, and interviews should be concluded within the next week. This will support some of the capacity as well as allow the WDB to provide intensive services for individuals who are monolingual Spanish or have limited English.

The WDB hosted a Vallejo Career Fair on August 1st at the Solano Community College Campus in Vallejo. There were 39 businesses that came with approximately 260 job seekers. The Fall Career Fair is scheduled to take place at the WDB Fairfield office on October 17th. Employers interested in attending may contact April Ziomek-Portillo.

Ms. Cynthia Seals-Roper, Industry & Training Manager, has been partnering with Solano Community College on wrapping certifications into the trainings that are being provided. WDB has partnered with the Nursing Department and is assisting with 18 people getting their NCLEX to become Registered Nurses. Out of the 18, 16 have obtained their license and 8 are working as RNs.

Ms. Henry highlighted that the Working Waterfront Coalition started their training on September 9th at the WETA Maintenance Facility on Mare Island. There were 6 trainees from Solano County. The Summer Youth Program for Climate Transition recently concluded. Amazingly, 13 out of the 20-day program, which is mainly held outdoors, reached over a hundred degrees. With planning and preparation, and team effort, all of the participants continued, and 100% retention was maintained. They had an opportunity to pick their food from the community garden, prepare and cook it, learning about farm to table practices.

The last LEAD Leadership Training, in partnership with California Employer Association, started. There were 30 enrolled into the training program. There were more people interested than there were available seats, so staff is looking into ways that the WDB can continue to provide some type of management and leadership trainings.

On November 20th, SBDC will be partnering with Vacaville Chamber of Commerce and City of Vacaville to do a Launchpad Event for entrepreneurs and small businesses. It will have access to capital pieces and a piece on AI and how to use that in the workplace, as well as a variety of different small business-related topics. This will be held in Vacaville at Travis Credit Union.

Lastly, Ms. Henry announced the Workforce Development Board received an international award from Corporate Wire, for Career Advisory Organization of the Year. Corporate Wire is an international business magazine based in London.

C. Board Chair

Mr. Churchill announced two Board members will be resigning. Ms. Sabrina Martin received a promotion and is therefore resigning from the Board. She has recommended the person who has taken over her previous role to fill her vacancy. Mr. Gerald Huber will also be resigning due to his ending employment with the County of Solano. This vacancy will remain until a new Director has been appointed. Mr. Churchill thanked both of them for their commitment to the Board.

The Marketing Committee will be scheduled for after the Board meeting to identify audiences, conduct profiling, and update target markets. The committee will also work on evaluating and refining outreach strategies to reach intended audiences, and identify funds within the budget that can be utilized for marketing and outreach. The goal is to figure out how to get better outcomes with the available budget while reaching WDB objectives and putting that in the context of the action plan.

E. Reports

There was no further discussion on this item.

IX. Presentations

A. WDB Business Engagement

Ms. April Ziomek Portillo, Business Services Senior Manager, gave an overview of WDB's Business Services. Ms. Kim Gusman, President & CEO of California Employers Association (CEA), gave an overview of services provided by CEA, as well as the trainings that were offered in partnership with WDB, through ARPA funding. Both presentations have been included and made part of the meeting minutes.

B. Updates on Solano County's Adult Education Providers

Ms. Janice Fera, Consortium Manager for Solano Adult Education Consortium, gave an overview of Solano County Adult Education Programs. The presentation has been included and made part of the meeting minutes.

XI. Informational Updates

A. Review of Upcoming America's Job Centers of California (AJCC) Certification Process

Mr. Juan Prieto of California Human Development, gave an overview of the AJCC certification process, noting that every 3 years, the local workforce board must meet specifications outlined by WIOA and is responsible for maintaining a high quality and functional AJCC network and align with public and private education and training programs. Certification includes a baseline certification review and comprehensive certification review where specific indicators must be met. As the One-Stop Operator, an assessment will be conducted of both the Vallejo Job Center and Fairfield Job Center to ensure both job centers

meet WIOA guidelines for available services and enrolled services. The final certification application and assessment will be presented to the full Board at the November meeting for review and approval.

X. Action Items

A. Acceptance of Board Nomination, Thomas Stuebner, and Election to Fulfill the 2024-2026 Board Treasurer Seat

There was no discussion of this item.

MOTION #2

A motion was made and seconded to accept the nomination and elect Thomas Stuebner to fulfill the 2024-2026 Board Treasurer seat, effective October 1, 2024.

(Giuliani/Fera) MOTION PASSED UNANIMOUSLY

B. Approval of the WIOA Adult and Dislocated Worker Enrollment and Eligibility Policy

Ms. Henry announced staff, and the Planning & Oversight Committee reviewed and discussed the presented policy. The Department of Labor (DOL) has been trying to reduce the administrative burden of entering WIOA, as such a lot of the policy changes are related to the new guidelines. The DOL has also given a target quota for serving priority of service populations, which we are currently meeting. Expansion of basic skills deficiency to include digital and financial literacy is also included. The policy also identifies locally defined priority populations.

MOTION #3

A motion was made and seconded to approve the WIOA Adult and Dislocated Worker Enrollment and Eligibility Policy, as presented.

(Huxsoll/Stuebner) MOTION PASSED UNANIMOUSLY

C. Approval of the First Budget Modification for Fiscal Year (FY) 2024-25, as Recommended by the Budget Committee

Ms. Henry shared that staff, and the Budget Committee conducted a detailed overview of the budget modification and are recommending approval. The budget modification represents about an \$850,000 increase from the projected budget, which is still 2% less than last year's budget. There are a lot of carryover funds that are slated for participant costs. There are a couple of new revenue sources. Ms. Henry added that the outreach and small business grants and programs contracts, due to accounting coding, shifted line items to better reflect how expenditures are reported.

MOTION #4

A motion was made and seconded to approve the budget modification, as presented.

(Stuebner/Giuliani) MOTION PASSED UNANIMOUSLY

D. Review and Approval of Three Contracts to Build Community Awareness and Pathways into the Bioeconomy Industries or Biotechnology Careers, Funded by the American Rescue Plan Act (ARPA), Not to Exceed \$150,000, For a Period of October 1, 2024 through May 31, 2025

Ms. Henry gave an overview of the concept of the three contracts: the need to build awareness in the community of biotech occupations. Center for Urban Excellence will be partnering with CalMaritime Propulsion Lab to conduct workshops, schedule guest speakers, and tours. Gladeo will be building a microsite that will house information about different bio careers and

videos of people in those careers. Lady Echelon Project will be hosting an event in Vallejo in order to bring industry professionals and opportunities for people to have hands-on introductions to these careers.

MOTION #5

A motion was made and seconded to approve the three ARPA contracts, as presented, and authorize the President/Executive Director to finalize and sign the contracts after it has been reviewed and approved by County Counsel, and make administrative changes, as needed. (Huxsoll/Courson) MOTION PASSED UNANIMOUSLY

E. Approval to Renew the Fairfield WDB Office Lease for an Additional Five (5) Year Term Effective October 1, 2024 through September 30, 2029 for 16,033 Square Feet at 500 Chadbourn Road in Fairfield

Ms. Henry announced the lease will not be changing. The Amendment will keep everything status quo. There is a fixed 3% annual increase, and the only change is an increase in the CAM to help cover the rising cost of PG&E.

MOTION #6

A motion was made and seconded to approve the renewal of the Fairfield WDB Office Lease for an additional five-year term, as presented, and authorize the President/Executive Director to finalize the lease agreement and sign the Addendum after it has been reviewed by County Counsel and approved by the Solano County Board of Supervisors. (Stuebner/Koyejo) MOTION PASSED UNANIMOUSLY

XII. Adjournment

The meeting was adjourned at 10:34 a.m.

Respectfully submitted by: Tammy Gallentine, Executive & Board Support Specialist



1

INTRODUCTIONS



April Ziomek-Portillo
Business Services Sr Mgr
& Rapid Response
Coordinator



Jesus Becerra
Business Services
Consultant
Vallejo, Benicia CA



Sonja Rockwell-Jackson
Business Services
Consultant
Fairfield, Suisun CA



Vankeesha Frank
Business Services
Consultant
Vacaville, Dixon CA



Candice Ward
Program Assistant III

Download a copy of the presentation here!



2



WDB BUSINESS SERVICES

Business First

- Improved Business Engagement
- Increased Level of Business Collaborations
- Expanded Range of Services Provided to Businesses
- Better Connections to Economic Development Initiatives
- Businesses Actively Supporting New Sector Strategy Initiatives

3

HAVE "BOOTS ON THE GROUND"



Business Services team presenting at 2024 NAWDP conference in Texas.

- Involved with Chamber Events
- Partner on City Incentives
- Leverage the SBDC
- Relationship building with Economic Development
- "Word on the Street"

4

WHAT NEW TRENDS WE ARE SEEING?

-  Changes in traditional Recruitment
-  New retention strategies
-  Having better employee engagement
-  Upskilling/Cross Training employees
-  Leadership Skills Building
-  Marketing
-  Customized Industry Data



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WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

Q & A

Thank You from the WDB Business Services Team!

8




WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

Cultivating Strong Business Relationships through Collaboration



1



Real Talk. Real Resources.

CEA provides ***Peace of Mind*** with exceptional human resource compliance solutions, training and recruiting services. Members receive unlimited phone support with HR experts, onsite assistance, and a multitude of online resources.

WHAT WE OFFER

- Quick and responsive answers to HR questions
- Employment forms, policies, handbooks, guidelines, and fact sheets
- Training for supervisors, managers, and employees
- Consultation on workplace issues and negotiations

CONTACT US
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2



Workforce Development Programs

CEA IS HERE TO HELP YOUR ORGANIZATION

CEA SERVICES

- HR Hotlines for Employers
- Rapid Response, Layoffs & Furloughs
- Incumbent Worker Training
- HR Compliance & Essential Skills Workshops (Onsite or Virtual)
- Professional Edge: Job & Focus Readiness & Re-employment Services
- Business Summits
- Employer Engagement Programs

AGENCIES WE'VE SERVED


- Alameda County WDB
- City of Glendale
- Contra Costa WDB
- Golden Sierra WDB
- Kern/Inyo/Mono County
- Madera WDB
- Monterey County
- Merced WDB
- Mother Lode Job Training
- NOVAworks WDB
- Orange County WDB
- Riverside County WDB
- San Bernardino WDB
- San Diego Workforce Partnership
- San Joaquin County
- San Luis Obispo County
- San Mateo WDB
- Stanislaus County
- SETA
- Tulare WIB
- Ventura County
- Yolo Works



3

Grant Awarded

- American Recovery Plan Act (ARPA)
- Business Training Series and Work Based Mental Health Projects
- Term of Contract : 6/1/23 -9/30/24
- Amount of contract: \$99,820
- American Rescue Plan Act (ARPA)
- **514 participants served, and 1 more event on 9/30!**



4

4

Services to Support Employers



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5

5

Goals of the Grant – All Free



- Offer 12 Monthly Webinars
- 3 Training Certificate Series
 - Leadership Excellence and Development (LEAD) Certification series - twice
 - Wellbeing and Inclusion Series
- 3 Business Summits – 1/2 day throughout Solano County. (Travis CU, Daily Desk, EDD)
- Outreach Support – Digital media marketing package, branding, flyers, and social media posts.




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6

6

Webinars

- DEI in a small business
- Bringing Wellness into the Workplace
- Hiring Right
- Designing and Employee Retention Culture
- Managing Stress and Burnout
- 2024 Labor Law Update
- Don't Fire Them, Inspire Them
- Conflict Management
- Generations in the Workplace
- Employee Handbooks
- 2024 Mid-Year Labor Law Update
- How to Present Like a Pro
- **331 People Registered!**



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7

7

Marketing for Webinars



Don't Fire Them, Inspire Them
Virtual Training

Coaching is critical for employee self-worth, growth, and ongoing motivation. It is how we keep employees engaged with what's important and on track for success. When documented, coaching supports recognition and disciplinary action, too.

Topics Covered:

- Understanding the importance of turnover
- Proactive approach of inspiring instead of firing
- To inspire you must coach
- Assess your coaching skills
- Define coaching and address skills gaps
- Recognizing key elements of a coaching conversation
- How to coach during on-the-job training





Made possible by Solving from Solano County

8

8

Certification Series

105 Registrants!

L.E.A.D. Supervisor Certification Series
 BACK BY POPULAR DEMAND!
 6-WEEK VIRTUAL TRAINING SERIES BEGINNING
Tuesday, August 6
 9:30 AM - 12:00 PM

Wellness Certification Series
 4-WEEK VIRTUAL TRAINING SERIES BEGINNING
Tuesday, February 6
 10:00 - 11:30 AM

California Employers Association logo on the left.

9

Business Summits

- 78 Registrants!
- Onsite Networking opportunities
- Compliance training
- Stay up to date and out of court
- Latest information and best practices
- One more to go!



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Last Virtual Business Summit – 9/30

Schedule of Events:
 10:00 - 10:15 **Intro from Solano WDB and SBDC**
 10:15 - 11:15 **Communicate Like a Leader**
 11:30 - 12:30 **Workplace Violence Prevention Plan (WVPP)**
 12:45 - 1:45 **Managing Stress & Burnout**

JOIN US:
<https://www.employers.org/events/private-webinars/solano-business-summit-sponsored-by-the-workforce-development-board-of-solano-county/09/30/2024/>



11

11



Special Thanks to Heather, April, Brianna and the Business Services Team!

Thank You

For more information email CEAinfo@employers.org or call 800.399.5331



SOAR IN '24

12



Overview of Adult Education Programs in Solano County

Janice Fera, Consortium Manager
janicefera.solano@gmail.com

1

Why is Adult Education Important?

- High School Diplomas lead to better paying jobs (average \$10k/year)
- Education reduces likelihood of generational poverty and incarceration
- Economic challenges shouldn't create an educational divide



11/8/2024

2

2

Why is Adult Education Important? (2)

- English literacy supports families and their children
- Digital literacy is a foundational skill for all adults
- Educating adults creates stronger communities



11/8/2024

3

3

Our Six Schools

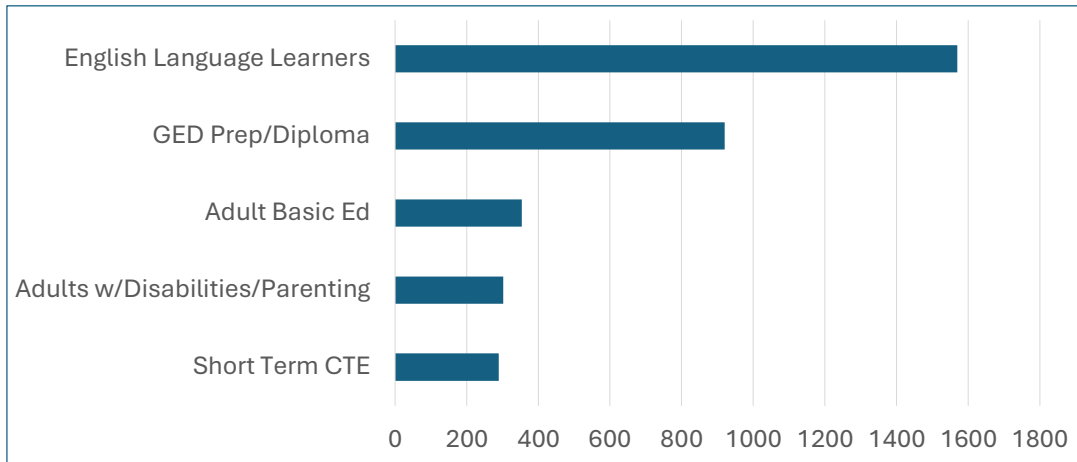


11/8/2024

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4

Adult Ed Programs



11/8/2024

5

5

2023-24 Summary

Program Areas

- English Literacy
- Immigrant Support Services
- Adult Basic Education
- Career Technical Ed (CTE)
- High School Diploma
- High School Equivalency

901
Students Demonstrated Significant Literacy Gains based on CASAS testing

Number of Students provided with Transitional Counseling Services: **3,019**

249
High School Diploma & Certificates Awarded

1,169
Immigrant Integration Objectives completed



Student Achievements 2023-2024 School Year

Our Mission is to provide adults opportunities to learn new skills and flourish as members of our community.

Community Partners

- Solano Workforce Development
- Black Chamber of Commerce
- Solano Public Library
- League of Women Voters
- CalRegional
- NAACP
- Napa/Solano Building Trades
- Department of Rehab
- PEACE/KidsTurn
- First5
- Contra Costa/Solano Food Bank
- CHMRC

Enrollment by Program

1577	English Language Learners
932	GED Preparation, High School
354	Adult Basic Education
294	Short Term CTE
302	Adults w/Disabilities, Parenting

5,290

66% 34%
Total Students Served

Age Ranges



56% 25-49 yrs

Race

- 53% Hispanic/Latinx
- 17% White
- 13% Black/African American
- 9% Asian
- 7% All others



11/8/2024



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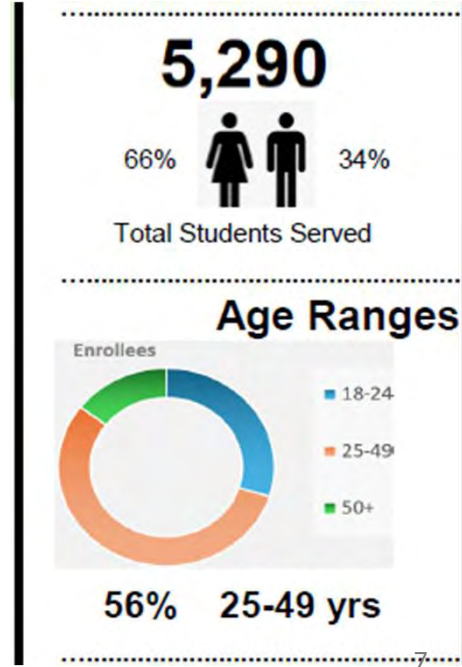
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6

Latest Trends in Student Demographics

- 1. Increase +39% in 23-24
- 2. Closure of “continuation schools”
- 3. Increase in COVID-displaced 18-24 yr olds

11/8/2024



7

Diplomas and Transition to College/Career



11/8/2024

8

8

Partners



11/8/2024

Community Partners

- Solano Workforce Development
- Black Chamber of Commerce
- Solano Public Library
- League of Women Voters
- CalRegional
- NAACP
- Napa/Solano Building Trades
- Department of Rehab
- PEACE/KidsTurn
- First5
- Contra Costa/Solano Food Bank
- CHMRC

9

9

Shout-Outs for Exceptional Support!

- **Brian Green** for his Navigator work
- **Cynthia Roper** for her amazing contributions to our Forklift program
- **Heather Henry** and her team for their partnership with the ELL-IET Grant
- **Sheryl Cutler** for consistently promoting our classes
- **Marion Aiken** for his tireless work with the ETPL
- **Tracy White** for her quick responses to inquiries



11/8/2024

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10



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

AGENDA SUBMITTAL

SUBJECT Approval of the Lower Living Standard Income Level (LLSIL) & Poverty Guidelines Policy for 2024	MEETING DATE November 15, 2024	AGENDA ITEM VII.B
FROM Heather Henry, President/Executive Director	ACTION REQUIRED YES ✓ NO	ATTACHMENTS A

RECOMMENDATION

Staff and the Planning & Oversight Committee recommend the full Board approve the Lower Living Standard Income Level (LLSIL) & Poverty Guidelines for 2024 Policy.

DISCUSSION

To remain compliant with Workforce Innovation and Opportunity Act (WIOA) regulations governing programmatic and administrative policies, the Workforce Development Board (WDB) of Solano County adds and revises policies, as needed. According to WIOA regulations, WIOA policies must be approved by the Board.

Lower Living Standard Income Level (LLSIL) & Poverty Guidelines Policy

The policy on LLSIL and poverty guidelines is to provide the low-income standard to WIOA staff and contractors for Adult and Youth eligibility purposes. Per WIOA, the guidelines must be updated annually. The poverty guidelines also provide low-income standards for American Rescue Plan Act (ARPA) programs provided to individuals.

Overview of Policy

The policy provides information on the standards for low-income eligibility under WIOA and other federal programs. The U.S. Department of Labor sets the LLSIL, and the U.S. Department of Health and Human Services sets the federal poverty guidelines that are used by all workforce boards and other programs across the country. Low-income status is determined as an individual meeting the higher of either the LLSIL or poverty guidelines.

Key Policy Elements

- Background on LLSIL and poverty guidelines
- Solano’s LLSIL and poverty guideline numbers for Program Year 2024-25

ALTERNATIVES

The Board could choose not to approve this policy and request further investigation or changes. However, this policy is updated based on published Federal and State Guidelines and is used by staff for eligibility determination.

REPORT PREPARED BY

Heather Henry, President/Executive Director. Please contact Tracy White at 707-863-3520 if you have any questions regarding the information in this report.



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

POLICY ISSUANCE

Date: November 15, 2024

Number: 2024-03

LOWER LIVING STANDARD INCOME LEVEL (LLSIL) AND POVERTY GUIDELINES

INTRODUCTION

This policy establishes standards on low-income eligibility guidelines outlined by the Workforce Innovation and Opportunity Act (WIOA) and other federal programs, such as American Rescue Plan Act (ARPA) programs. LLSIL is used for several purposes under the WIOA. Specifically, WIOA section 3(36)[B] and 3[49] defines the term “low-income individual” for eligibility purposes, and sections 127(b)(2)(C) and 132(b)(1)(B)(v)(IV) and 134(d)(1)(A)(x) define the terms “disadvantaged youth” and “disadvantaged adult” in terms of the poverty line or LLSIL for formula allotments.

The U.S. Department of Labor (DOL) establishes annual guidelines for the 70% Lower Living Standard Income Level (LLSIL) and the U.S. Department of Health and Human Services (HHS) establishes annual guidelines for levels of poverty. Both guidelines are required to be considered in WIOA eligibility determinations of low-income status. WIOA requires annual revision to both sets of data. All local Workforce Development Boards use the same federal guidelines, yet income levels for residents are separated by individuals living within Metropolitan Statistical Areas (MSAs) and individuals who live in non-metropolitan areas with populations under 50,000.

QUESTIONS

Questions relating to this policy should be directed to Tracy White, One-Stop Senior Manager, at twhite@solanowdb.org or at 707.863.3520.

SOLANO COUNTY GUIDELINES

LLSIL guidelines are established by DOL. As of 2024, Solano County is located within the DOL-defined West Metro MSA’s unique LLSIL. Additional information on the 2024 LLSIL, published in the Federal Register on April 16, 2024, is available at <https://www.dol.gov/agencies/eta/llsil>. Federal poverty guidelines are established by HHS and are standardized across the country. Additional information on the 2024 poverty guidelines can be found at <https://aspe.hhs.gov/topics/poverty-economic-mobility/poverty-guidelines>.

Income received during the six-month period immediately prior to the individual’s application for WIOA-funded services is used for income determination. The chart below shows both the annual and the six-month figures.

LLSIL and Poverty Guidelines by Family Size

	1	2	3	4	5	6	Each Add'l
LLSIL Guidelines							
100% Annual LLSIL	\$19,627	\$32,166	\$44,162	\$54,510	\$64,333	\$75,241	+\$10,908
70% Annual Income	\$13,951	\$22,854	\$31,391	\$38,571	\$45,726	\$53,483	+\$7,757
70% 6 Month Income	\$6,975*	\$11,427	\$15,695	\$19,375	\$22,863	\$26,741	\$3,878
Poverty Guidelines HHS							
Annual Income	\$15,060	\$20,440	\$25,820	\$31,200	\$35,580	\$41,960	+5,380
6 Month Income	\$7,530	\$10,220	\$12,910	\$15,600	\$17,790	\$20,980	+\$2,690

ELIGIBILITY DETERMINATION

Staff must use the higher of either the LLSIL or the poverty guidelines for the appropriate family size to determine low-income status for WIOA Adult and Youth enrollment, as well as ARPA enrollment. As such, staff must use the Poverty Guidelines for a family of 1 and the 70% LLSIL guidelines for families of 2 or more for low-income eligibility, effective April 16, 2024, until new federal income guidelines are released.

DISCLAIMER

This policy is based on WDB's interpretation of the statute, along with the Workforce Innovation and Opportunity Act, Final Rule released by the U.S. Department of Labor, and federal and state policies relating to WIOA implementation, as well as the American Rescue Plan Act and the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Final Rule. This policy will be revised annually based on federal or state guidance.

REFERENCES

Law

- [Workforce Innovation and Opportunity Act of 2014 \(WIOA\)](#).
- [American Rescue Plan Act of 2021](#).

Federal Guidance

- Department of the Treasury, [Coronavirus State and Local Fiscal Recovery Funds \(SLFRF\) Final Rule](#). 31 CFR Part 35.
- Federal Register, Volume 89, Number 74, "[WIOA 2024 LLSIL](#)"
- Federal Register, Volume 89, Number 11, "[Annual Update of the HHS Poverty Guidelines](#)"

Approved by

Workforce Development Board of Solano County



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

EMPLOYEE ACKNOWLEDGEMENT OF RECEIPT AND UNDERSTANDING FOR:
LOWER LIVING STANDARD INCOME LEVEL (LLSIL)
AND POVERTY GUIDELINES POLICY
(Issued November 15, 2024)

The Workforce Development Board (WDB) of Solano County's WIOA Lower Living Standard Income Level (LLSIL) and Poverty Guidelines Policy contains important information pertaining to my employment or contract with the WDB.

A copy of this policy has been given to me to retain for future reference, and I have been provided with the location on the Shared Drive for the policy where I can obtain an electronic copy, if applicable.

Since the information and policies described in the policy are necessarily subject to change, I acknowledge that revisions to the policy may occur. All such changes will be communicated through official notices. I understand that revised information may supersede, modify, or eliminate existing policies.

I have received the Lower Living Standard Income Level (LLSIL) and Poverty Guidelines Policy and I understand that it is my responsibility to read and comply with the information contained in this policy and any revisions made to it.

I understand that I should consult my supervisor if I have any questions about the information contained in the policy. I understand that failure to comply with the information contained in the policy could lead to disciplinary action or termination.

Name (printed): _____

Signature: _____ Date: _____



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

AGENDA SUBMITTAL

SUBJECT Approval of Negotiated WIOA Performance Measures for PY2024-26	MEETING DATE November 15, 2024	AGENDA ITEM VII.C
FROM Heather Henry, President/Executive Director	ACTION REQUIRED YES ✓ NO	ATTACHMENTS A

SUMMARY

It is recommended by staff that the Board approve the Workforce Innovation and Opportunity Act (WIOA) Negotiated Performance Measures for PY2024-25 and PY2025-26.

Attachments included:

- Attachment A: Negotiated Measures PY2024-26

DISCUSSION

WIOA outlines common measures with which to measure activities for enrolled Adults, Dislocated Workers, and Youth. WIOA Section 116(b) requires the state to reach an agreement with the Department of Labor (DOL), Employment and Training Administration (ETA) on state-level performance goals for WIOA Title I Adult, Dislocated Worker, and Youth programs every two years. Once these measures are established, the state then negotiates performance goals with each local area. The Board and the County Board of Supervisors must approve local negotiated performance measures.

The California Employment Development Department (EDD) negotiated Title I WIOA primary indicators of performance for PY 2024-26 with Local Areas through a negotiation process with representatives of the North Bay Regional Planning Unit on September 17, 2024.

Primary Indicators of Performance to Negotiate

Each Local Area must negotiate performance goals for the Title I Adult, Dislocated Worker, and Youth programs for each of the following primary indicators of performance:

1. Employment Rate – 2nd Quarter After Exit: The percentage of program participants who are in unsubsidized employment during the second quarter after exit from the program (for Title I Youth, the indicator is the percentage of participants in education or training activities, or unsubsidized employment during the 2nd quarter after exit).
2. Employment Rate – 4th Quarter After Exit: The percentage of program participants who are in unsubsidized employment during the fourth quarter after exit from the program (for Title I Youth, the indicator is the percentage of participants in education or training activities, or unsubsidized employment during the 4th quarter after exit).

3. Median Earnings – 2nd Quarter After Exit: The median earnings of program participants who are in unsubsidized employment during the second quarter after exit from the program.
4. Credential Attainment: The percentage of program participants enrolled in an education or training program (excluding those in On-the-Job Trainings) who attain a recognized postsecondary credential, or a secondary school diploma or its recognized equivalent, during participation in, or within 1 year after exit from the program.
5. Measurable Skill Gains (MSG): The percentage of program participants who, during a program year, are in an education or training program that leads to a recognized postsecondary credential or employment, and who are achieving an MSG, defined as documented academic, technical, occupational, or other forms of progress, toward such a credential or employment.

ALTERNATIVES

The Board could decide to have the WDB renegotiate performance measures with the California Workforce Development Board. This would require a request for amendment for completed negotiations from the state.

REPORT PREPARED BY

Heather Henry, President/Executive Director. Please contact Heather at 707-863-3501 if you have any questions regarding the information in this report.

Local Workforce Development Area: Solano
Negotiated Performance Goals for Program Years 2024-25 and 2025-26

	PY2020-21	PY2021-22	PY2022-23	PY2023-24	PY2024-25	PY2025-26
	Perf. Goals	Perf. Goals	Perf. Goals	Perf. Goals	Neg. Goals	Neg. Goals
Adult						
Employment 2nd Quarter after exit	77.0%	77.0%	72.0%	72.0%	75.5%	75.5%
Employment 4th Quarter after exit	70.0%	70.0%	70.0%	70.0%	77.0%	77.0%
Median Earnings 2nd Quarter after exit	\$6,000	\$6,000	\$8,000	\$8,000	\$10,000	\$10,000
Credential Attainment Rate within 1 year of exit	62.0%	62.0%	73.0%	73.0%	68.0%	68.0%
Measureable Skill Gain	60.0%	60.0%	60.0%	60.0%	60.0%	60.0%
Dislocated Worker						
Employment 2nd Quarter after exit	71.6%	71.6%	78.0%	78.0%	83.3%	83.3%
Employment 4th Quarter after exit	75.0%	75.0%	79.0%	79.0%	81.0%	81.0%
Median Earnings 2nd Quarter after exit	\$8,244	\$8,244	\$11,500	\$11,500	\$12,250	\$12,250
Credential Attainment Rate within 1 year of exit	60.0%	60.0%	73.0%	73.0%	75.0%	75.0%
Measureable Skill Gain	60.0%	60.0%	60.0%	60.0%	62.0%	62.0%
Youth						
In Education, Training or Employment 2nd Q after exit	75.0%	75.0%	76.0%	76.0%	72.0%	72.0%
In Education, Training or Employment 4th Q after exit	71.0%	71.0%	67.0%	67.0%	70.0%	70.0%
Median Earnings 2nd Quarter after exit	\$3,490	\$3,490	\$5,400	\$5,400	\$5,025	\$5,025
Credential Attainment Rate within 1 year of exit	60.0%	60.0%	65.0%	65.0%	60.5%	60.5%
Measureable Skill Gain	60.0%	60.0%	45.0%	45.0%	65.0%	65.0%



WORKFORCE DEVELOPMENT BOARD OF SOLANO COUNTY

BOARD OF DIRECTORS

2025 Meeting Dates

All meetings are held from 8:30 a.m. to 10:30 a.m.

January 24, 2025

March 21, 2025

May 16, 2025

July 18, 2025

September 19, 2025

November 21, 2025

Meetings are scheduled to take place at:

Workforce Development Board of Solano County
500 Chadbourne Road, Suite A
Fairfield, CA 94534

Any change of location will be posted on the agenda prior to the meeting.

Agendas will be distributed and posted no less than 72 hours prior to the scheduled meeting. Meeting announcements and agendas can be found at:

<https://solanoemployment.org/board-of-directors>.

For information regarding Board meetings, contact Tammy Gallentine, Executive & Board Support Specialist, at 707.863.3552 or by email at tgallentine@solanowdb.org. If a reasonable accommodation is needed due to a disability, contact Marion Aiken, EO/AA/ADA Officer, at 707.863.3594 or by email at maiken@solanowdb.org at least two weeks prior to the meeting date.



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

AGENDA SUBMITTAL

SUBJECT Approval of Change of Guarantor for Corporate Bank of America Credit Card to President/Executive Director	MEETING DATE November 15, 2024	AGENDA ITEM VII.E
FROM Heather Henry, President/Executive Director	ACTION REQUIRED YES ✓ NO	ATTACHMENTS NONE

RECOMMENDATION

Staff are requesting the Board of Directors’ approval to change the Guarantor for the corporate Bank of America credit card from the previous President/Executive Director and Fiscal Director to the current President/Executive Director.

SUMMARY

The corporate Bank of America credit card currently has Robert Bloom, past President/Executive Director, and Kitt Lee, past Fiscal Director, as Guarantors on the account. The credit card guarantor holds personal liability if there is default on the credit card. The WDB is seeking to replace the two guarantors with Heather Henry, current President/Executive Director.

In order to change the guarantor for a nonprofit entity, Bank of America requires a copy of meeting minutes approved by the board and signed by the Secretary that authorizes removal of guarantors and/or additions of new guarantors.

Once the minutes approving the guarantor are secured, staff will submit the requested change to Bank of America.

ALTERNATIVES

The Board could choose not to approve the removal of current credit card guarantors or select another individual to become the guarantor. This is not recommended as the current guarantors are past employees and the President/Executive Director position maintains the highest level of liability in the organization.

REPORT PREPARED BY

Heather Henry, President/Executive Director. Please contact Heather at 707-863-3501 if you have any questions regarding the information in this report.

REPORTS





WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

AGENDA SUBMITTAL

SUBJECT Reports	MEETING DATE November 15, 2024	AGENDA ITEM VIII.D
FROM Heather Henry, President/Executive Director	ACTION REQUIRED YES NO ✓	ATTACHMENTS A - C

SUMMARY

Staff have provided written updates on the following attached reports. Highlights will be summarized verbally during the President/Executive Director’s Informational Report.

ATTACHMENTS

- Attachment A: Compliance & Operational Reports – monitoring and personnel
 - FY24-25 Expenditure Report through September 30, 2024
- Attachment B: Programmatic Highlights
- Attachment C: Programmatic Performance Reports
 - FY24-25 Job Seeker Services Grant Metrics through September 2024
 - Programmatic Impact Report FY24-25 Q1
 - SBDC Service Report

Compliance and Operational Report



The Compliance and Operational Report provides an overview of monitoring and personnel updates occurring since the last board meeting.

Monitoring Report

This report updates the Workforce Development Board (WDB) of Solano County on the outcomes of the Federal, State, and County audit and monitoring reviews of the agency operations. Open and prior audit and monitoring reports are available on request.

Definitions for the types of outcomes are:

- 1) Finding is an instance of noncompliance with grant rules that must be resolved through corrective action – findings that could lead to a disallowed cost will be noted as such; and
- 2) Concern is a condition that may become a compliance issue if not addressed.

Recent/Open Monitoring Activity:

- Eide Bailly conducted a Single Audit of the WDB’s **Workforce Innovation and Opportunity Act’s (WIOA)** fiscal activities of FY2023-24 during the week of September 23, 2024. ***Eide Bailly has not yet issued a draft report.***
- The California Employment Development Department’s (EDD) Compliance Review Unit conducted an onsite monitoring of the WDB’s **WIOA Adult and Dislocated Worker** programmatic and fiscal activities of FY2023-24 during the week of October 21, 2024. ***EDD has not yet issued a draft report.***
- The EDD Equal Employment Opportunity (EEO) Office conducted an onsite monitoring of the WDB’s compliance with WIOA Section 188, relating to accommodations and accessibility for FY2023-24 and FY2024-25 during the week of October 21, 2024. ***EDD issued a final monitoring report on November 1, 2024 and determined no findings or conditions.***

Personnel Report

The Personnel Report provides the Board with information regarding recruitments, promotions, and departures of WDB employees. Below are the staffing changes during the reporting period.

Hired:

Beth Casas

Effective Date: November 4, 2024

Classification: Specialist II

Position: Workforce Development Specialist

Expenditure Report

This is the Workforce Development Board of Solano County's (WDB) report of expenditures for the 2024-25 program year, through September 30, 2024. With 25% of the program year elapsed, the expenditures compared to the plan equal 15.8%.

Attachment A-1 contains the expenditure report; the report format shows the funding and expenditure information from two viewpoints. The top box contains grant funding vs. grant expenditures. The bottom box contains line-item budget vs. line-item expenditures.

Significant Grant Discrepancies:

Discrepancies of more than 10% are highlighted below.

- WIOA Youth - Staff have developed a plan to launch a WIOA Youth In-School Climate Transition program that will begin to incur expenditures in the spring of 2025.
- CWDB – Regional Plan Implementation 5.0 – The WDB accrued approximately \$20,000 for the Workforce Alliance of the North Bay that was not received before September 30, 2024. An invoice has now been received and will be reflected in future expenditure reports.
- City of Napa – ARPA Leaf Blower Grant - Staff continue to reevaluate outreach methods to increase business participation.
- City of San Francisco – CA Jobs First Fiscal Agent – This grant is anticipated to start January 2025.
- Solano ARPA Projects are generally on track to fully expend. The WDB secured a budget modification that moved \$12,000 from ARPA SB3 to ARPA SB2 to cover additional small business grants.
- CWDB Grants – HIRE Reentry Grant, Prison to Employment 2.0, and Regional Equity – These projects have had a slow start, but activity is beginning in all three grants and expenditures should increase over the next few months.
- SBDC CIP fully expended the FY2023-24 funds by June 30, 2024. A new cycle of funding begins October 1, 2024.
- South Bay WIB - Apprenticeships is currently in the start-up phase. Activities are planned to begin in January 2025.

Significant Expenditure Discrepancies:

Discrepancies of more than 10% and \$10,000 are highlighted below.

- Vocational Training and Supportive Services are currently underspent, but training enrollments are on par for full expenditures. Fall training invoices are usually received between November and January.
- Small Business Grants / Payments are currently overspent, due to a large cohort of Solano Success Business Incubator participants receiving \$4,000 grants.
- Outreach and Program Contracts are currently underspent, but funds are predominantly obligated and anticipated to be fully spent.

- Communications / IT is overspent due to costs being categorized as communications rather than supplies and equipment. Adjustments have been made in the FY2024-25 budget to better reflect expenditure trends.
- Employee/WDB Professional Development is currently overspent due to fall conferences and learning trips. The expenditures will even out throughout the remainder of the year.
- Supplies / Equipment and Software are currently underspent. An accrual entered in June 2024 was underspent, leading to a current negative balance in supplies and equipment. Line items are anticipated to be fully expended.

WDB SOLANO

FY2024-25 Expenditure Report - as of September 30, 2024

	BUDGET 2024-25 <i>Mod #1</i>	% of Budget	Sept '24 Actuals	% Expended 25%
REVENUE:				
<i>State Grant Revenue</i>				
WIOA Adult	\$1,343,924	13.5%	\$286,746	21.3%
WIOA Dislocated Worker	1,287,452	12.9%	222,944	17.3%
WIOA Youth	1,659,307	16.6%	223,154	13.4%
WIOA Rapid Response	126,458	1.3%	27,260	21.6%
WIOA Layoff Aversion	37,189	0.4%	8,017	21.6%
CWDB - Regional Plan Implementation 5.0	18,560	0.2%	(18,621)	-100.3%
Grant Revenue Total	\$4,472,890	44.8%	\$749,499	16.8%
<i>Other Government Grants/Contracts</i>				
City of Napa - ARPA Leaf Blower Grant	48,747	0.5%	1,917	3.9%
City of San Francisco - CA Jobs First Fiscal Agent	64,000	0.6%	-	-
County of Solano - ARPA 1: Sustain Service Delivery	104,270	1.0%	3,866	3.7%
County of Solano - ARPA 2: Community Workforce	875,578	8.8%	188,862	21.6%
County of Solano - ARPA 3: Industry Training	917,338	9.2%	141,209	15.4%
County of Solano - ARPA 4: Community Engagement	470,003	4.7%	61,676	13.1%
County of Solano - ARPA SB1: Small Business TA	177,872	1.8%	61,647	34.7%
County of Solano - ARPA SB2: Business Incubator	76,721	0.8%	84,361	110.0%
County of Solano - ARPA SB3: Services for Businesses	84,441	0.8%	30,927	36.6%
CWDB - HIRE Rentry Grant	985,887	9.9%	45,856	4.7%
CWDB - Prison to Employment 2.0	219,059	2.2%	7,910	3.6%
CWDB - Regional Equity	646,889	6.5%	16,783	2.6%
NorCal SBDC - Capital Improvement Program (CIP)	95,000	1.0%	-	0.0%
NorCal SBDC - Inclusivity Project	20,005	0.2%	19,615	98.0%
NorCal SBDC - Small Business Administration (SBA)	188,494	1.9%	38,490	20.4%
NorCal SBDC - Technical Assistance Program (TAP)	115,072	1.2%	26,393	22.9%
SBDC Local Match	69,800	0.7%	12,385	17.7%
South Bay WIB - Apprenticeships	25,000	0.3%	-	0.0%
Other Government Revenue Total	\$5,184,175	51.9%	\$741,898	14.3%
<i>Other Revenue</i>				
Irvine Capacity Building	\$263,269	2.6%	\$74,349	28.2%
Jobs for the Future	\$10,000	0.1%	\$0	0.0%
Mare Island Company	\$29,553	0.3%	\$7,244	24.5%
Napa Valley College	\$2,414	0.0%	1,763	73.0%
SBDC Program Income	\$19,406	0.2%	4,809	24.8%
Other Revenue Total	\$324,642	3.3%	\$88,164	27.2%
TOTAL REVENUE	\$9,981,707	100%	\$1,579,560	15.8%

	BUDGET 2024-25 <i>Mod #1</i>	% of Budget	Sept '24 Actuals	% Expended 25%
EXPENSES:				
Salaries and Benefits	\$3,468,818	34.8%	\$730,795	21.1%
Personnel Expenses	\$3,468,818	34.8%	\$730,795	21.1%
		0.0%		
Vocational Training	\$967,323	9.7%	\$79,084	8.2%
Work-Based Training	\$119,500	1.2%	24,946	20.9%
Supportive Services	\$58,369	0.6%	2,756	4.7%
Business Advisors	\$313,346	3.1%	90,266	28.8%
Small Business Grants / Payments	\$215,462	2.2%	181,835	84.4%
Outreach	\$130,039	1.3%	1,164	0.9%
Program Contracts	\$3,635,237	36.4%	229,932	6.3%
Direct Program Costs	\$5,439,276	54.5%	\$609,984	11.2%
		0.0%		
Communications / IT	\$110,423	1.1%	\$25,374	23.0%
Employee / WDB Professional Dev	\$76,026	0.8%	59,704	78.5%
Facilities	\$578,981	5.8%	108,461	18.7%
Memberships	\$17,438	0.2%	6,760	38.8%
Mileage / Travel	\$30,749	0.3%	626	2.0%
Supplies / Equipment	\$64,768	0.6%	(1,335)	-2.1%
Software	\$54,441	0.5%	6,079	11.2%
Other Operating Costs	\$140,787	1.4%	33,111	23.5%
Other Costs	\$1,073,613	10.8%	\$238,781	22.2%
TOTAL EXPENSES	\$9,981,707	100%	\$1,579,560	15.8%

Revenue Over / (Under) Expenses

\$0

\$0

Programmatic Highlights



The Programmatic Highlights Report provides a narrative of key activities for America’s Job Center of CA (AJCC) activities; Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker, Youth, and Rapid Response Grants; discretionary grants; American Rescue Plan Act (ARPA) projects; and the Solano Small Business Development Center (SBDC) occurring since the last board meeting.

America’s Job Center of California (AJCC)

This report provides an update on activities conducted at the America’s Job Center of California (AJCC) and other community locations for the period of September to October 2024.

Reporting period highlights include:

- In-Person Clean Slate Event – Legal Services of Northern California partnered with the AJCC and hosted the first in person clean slate event in 5 years in the Fairfield Job Center. The event was held from 4 to 6 pm in an effort to reach individuals that had to commute. It was staffed by two Legal Services Attorneys and a Legal Advocate sharing information on Fair Chance laws (regarding employment) and criminal record remedies, how to access your record, and an overview of some of the new laws that will begin in January 2025. This session has given a wider scope of information to the public than in previous years. Plans are being finalized to host the next event in Vallejo and will take a more focused approach to services and referrals resulting from this open-to-the-public event. Time and location to be determined. For more information visit <https://lsnc.net/>
- New Specialized AJCC workshops – AJCC and WDB staff worked alongside the Working Waterfront Coalition team including workforce boards from Solano, Alameda, and Contra Costa Counties to present a 2-day in-person job seeking workshop for participants. Twenty individuals received customized resume tips and interviewing skills specific to the Marine Trades industry. Additionally, AJCC staff adapted job seeking skills workshops and presented New Age Resume Tips and Digital Job Search Literacy tools workshop to 15 Solano County participants that have survived domestic violence and abusive situations; all participants were eager to learn and practice new basic job seeker skills. For more information visit <https://wingsprogram.com/>.

WIOA Programs

The Workforce Services Division is responsible for employment and training services of eligible WIOA Adult, Dislocated Worker, and Youth participants. A significant percentage of the organization’s participants participate in WIOA programs. Reporting period highlights are below.

Job Seeker Services:

- Active Participants – The Job Seeker Services (JSS) team is currently serving approximately 340 clients with job search and training opportunities. These numbers do not include the ARPA projects that JSS team members are supporting. The JSS unit has added a new Workforce Development Specialist (Spanish Speaking) to the team. Beth Casas started on Monday, November 4th.

Youth Services:

- Digital Literacy Skills – First Place for Youth has recently focused on providing workshops to participants covering software and office essentials, Microsoft Office Suites, and virtual meeting tools. The goal is to help participants be able to communicate, organize, troubleshoot, and use technology efficiently on the job.

Business Services:

- Fall Recruitment Event – The WDB hosted a fall recruitment event at the Fairfield job center on October 17, 2024. The WDB hosted 25 businesses and over 200 job seekers were in attendance.
- Layoff Activity – WDB staff was asked to collaborate on a layoff and plant closure with Napa County for IKEA Fulfillment Center in American Canyon. This layoff will affect 150 workers throughout Napa and Solano counties. The first round of workers were laid off in August; a second round took place in September. A final round of layoffs is expected early in 2025, as the center is set to close in February 2025.
- Job Quality Learning Trip – The Business Services team went to Boston, MA in early October 2024 to learn about job quality tools from the Jewish Vocational Services (JVS) of Boston. Staff learned about the Job Quality Benchmark for employers, employer engagement strategies around job quality topics, and how JVS conducted industry-led training programs.

ARPA Grants

The WDB and SBDC collectively implements fifteen (15) projects across seven (7) contracts under the American Rescue Plan Act (ARPA) to benefit both job seekers and small businesses on behalf of the County of Solano:

- Sustain / Extend Current Services –WDB Training
- Community Workforce Services – Community Workforce Grants, Technical Assistance and Infrastructure Grants for Nonprofits
- Industry-Based Job Training
- Expanding Community Engagement – Community Engagement and Job Readiness, Virtual Service Tools, Vallejo Job Center Improvements, Employer Resource Network
- Small Business Advising – Expanded SBDC Advising, Culturally Competent Advising, Business Peer Advisory Groups

- Business Incubator – Incubator Trainings, Microgrants
- Services for Businesses – Business Training Series, Business Translation Services Pilot, Work-Based Mental Health Services

Reporting period highlights include:

- Community Workforce Services – Services continue to be successful across the seven (7) community workforce grantees.

The technical assistance provider, TAD Grants, provided an all-day, in-person training in April with grantees focused on sustainability.

- Industry-Based Job Training – Activities in each of the identified industries and projects have commenced for this ARPA contract. Current project progress includes:
 - BuildEd Workshops – Participation continues to rise for the 21st Century workshops. Industry and Training Relations Manager, Cynthia Seals-Roper, collaborated with the Fairfield Suisun Adult School to host a two-day in-person session for adult school students (October 15th and 22nd). Touro University has also hosted a workshop for 28 Community Health Worker students in October. This offering will be concluding at the end of 2024. The WDB will evaluate the outcomes of the workshops and determine next steps,
 - Solano Community College Healthcare Partnership – In partnership with the Solano College Nursing Program, the WDB assisted 18 nursing students with their NCLEX nursing application and exam fees. All 18 students have obtained their nursing license! To date, eight (8) are currently working as a Registered Nurse.

Staff are also working with college’s Emergency Medical Technician (EMT) Program, providing support for the cost of the exam fees. To date, four (4) of the 10 EMT students have passed the national exam to obtain their EMT license.
 - Working Waterfront Coalition – Staff is providing case management and wrap-around services for the six Solano County individuals who are participating in the Marine Trades training program on Mare Island. The cohort graduates November 15, 2024.
 - Next Generation Sequencing Cohort – Through a contract with LifeSpace Labs, six (6) participants completed the pilot Research Associate training focused on DNA sequencing on November 1, 2024. Actalent, a recruiting company specializing in life sciences, led a biotech resume workshop at the Fairfield AJCC for the cohort the following week.
- Employee Resource Network – WDB staff and the Employee Resource Network USA are currently working with 6 businesses to begin planning for the ERN launch in January 2025. Two (2) businesses to date have signed onto the private-public partnership to become an

Employer Resource Network (ERN) site. The business partners are currently finalizing the job description for the ERN Success Coach position with funds through ARPA.

- Small Business Programs – The ARPA small business projects (ARPA SB3) concluded September 30, 2024. Current project progress includes:
 - CEA Employer Workshop Series – CEA conducted one final Business Summit, held virtually, and completed the L.E.A.D. Supervisor Training Series in September. The trainings have been a great success and the WDB is currently exploring ways to continue offering these workshops to businesses through other funding streams.

Small Business Development Center (SBDC)

The WDB is the host for the Solano Small Business Development Center (SBDC). Services for small businesses include one-on-one business advising through expert consultants and seminars and events for small businesses throughout the county.

Reporting period highlights include:

- Gallup Strengths Coaching – The SBDC is continuing to see good demand for Clifton Strengths assessments and group workshops, especially for leadership teams. Tim Murrill, a certified Strengths Coach, has led workshops for Fairfield-Suisun Unified School District, Special Care Services, and NorCal SBDC.
- Napa Economic Forecast Event – Tim Murrill, Solano-Napa SBDC Director, spoke on a panel at the Napa Economic Forecast Event on November 7th with 150 attendees. Following the morning session, the SBDC hosted an Access to Capital event featuring six (6) lending institutions.
- Upcoming LaunchPad Event – The SBDC, in partnership with the Vacaville Chamber of Commerce and the City of Vallejo, will be hosting an all-day, live event in Vacaville on November 20th held at Travis Credit Union headquarters. Training topics will include: how small businesses can leverage AI, an introduction to Strengths, a special presentation from Google on how to leverage their platform to reach more customers, and an access to capital event with several traditional and non-traditional lenders.

PY 24/25 Job Seeker Deliverables by Grant Funded Program

Reporting Period: July - Sept 2024

WIOA Adult/DW	Goal	July	August	September	October	November	December	January	February	March	April	May	June	YTD	On Target
Applications*	185	14	12	3										29	16%
Newly Enrolled*	150	10	17	10										37	25%
Occupational Training*	92	8	7	5										20	22%
Employer-Based*	8	0	1	0										1	13%
Credentials*	66	0	8	4										12	18%
MSG*	50	6	3	2										11	22%
Exited*	86	17	4	7										28	33%
Employed At Exit*	60	6	3	1										10	17%
Average Wage *	\$ 30.00	\$ 40.00	\$ 19.75	\$ 20.50										\$ 26.75	89%

* May represent co-enrolled participant

WIOA Youth	Goal	July	August	September	October	November	December	January	February	March	April	May	June	YTD	On Target
Application	60	1	1	0										2	3%
Enrolled	45	34	1	0										35	78%
Occupational Training	35	1	0	0										1	3%
Employer-Based	10	0	0	0										0	0%
Credentials	6	0	0	0										0	0%
MSG	5	2	0	1										3	60%
Exited	25	0	0	0										0	0%
Employed At Exit	14	0	0	0										0	0%
Median Wage	\$ 21.00	-	-	-										-	0%

* July includes carry-over numbers from PY 2023-2024 of 34 participants

ARPA #1 (WDB Training)	Goal	July	August	September	October	November	December	January	February	March	April	May	June	YTD	On Target
Enrolled	N/A	31	6	2										39	0%
Training (Occ / WBL)	27	36	11	18										65	241%
Completed Training	22	25	9	4										38	0%
Exited	18	14	3	4										21	117%
Employed At Exit	14	5	3	2										10	71%
Median Wage	\$ 28.00	\$ 32.00	\$ 19.00	\$ 19.75										\$ 23.58	84%

Working Waterfront Coalition	Goal	July	August	September	October	November	December	January	February	March	April	May	June	YTD	On Target
Enrolled	10	0	0	6										6	60%
Training (Occ / WBL)	10	0	0	6										6	60%
Completed Training	8	0	0	0										0	0%
Exited	8	0	0	0										0	0%
Employed At Exit	7	0	0	0										0	0%
Median Wage	\$ 28.00	\$ -	\$ 0.00	\$ 0.00										\$ -	0%

Key

- => 100% of Goal
- <> 80% - 100% of Goal
- < 80% of Goal



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

FY2025

ATTACHMENT C-2

PROGRAMMATIC IMPACT

July 2024 - September 2024

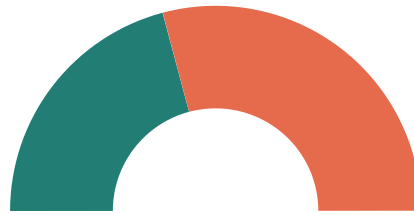


The America's Job Centers of California (AJCC) consists of partners who operate the job centers and includes Employment Development Department, the WDB, Division of Rehabilitation, and others.

JOB CENTER TRAFFIC BY LOCATION

2,752

INDIVIDUAL VISITS TO THE JOB CENTERS



■ Vallejo (41.72%) ■ Fairfield (58.28%)

161 INDIVIDUAL VISITS TO COMMUNITY SITES

13,844 SERVICES PROVIDED



Job Seeker Demographics

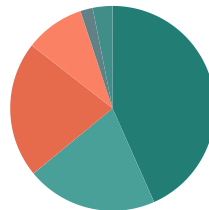
The Workforce Board serves a diverse job seeker base. Numbers below represent individuals enrolled in Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker, and Youth programs.

AGE



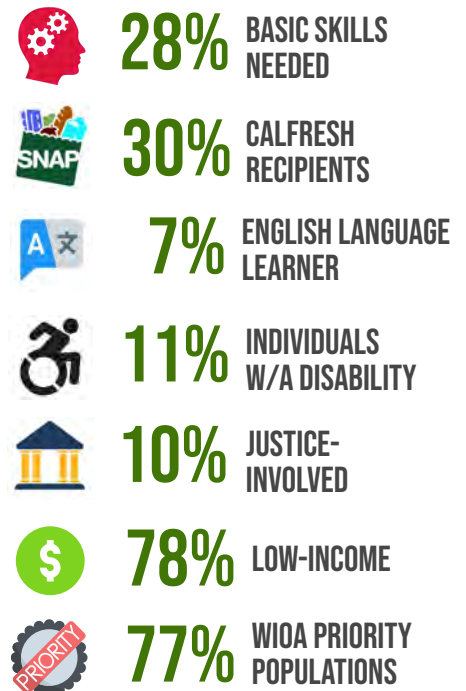
■ 18 and Under (12.14%)
■ 19 to 24 (24.81%) ■ 25 to 54 (51.43%)
■ 55 and Older (11.61%)

RACE/ETHNICITY

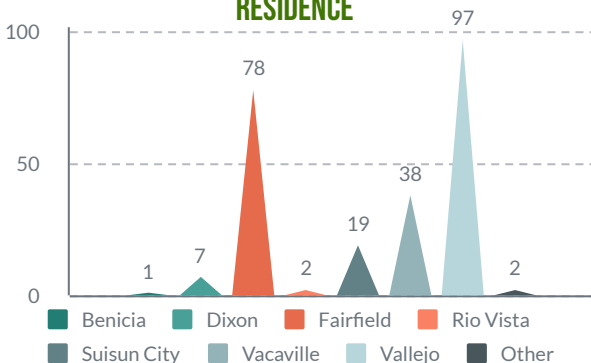


■ Af/Amer (43.36%) ■ White (20.7%)
■ Hispanic (21.48%) ■ Asian (9.38%)
■ Pac Island (1.95%) ■ Amer Ind (3.13%)

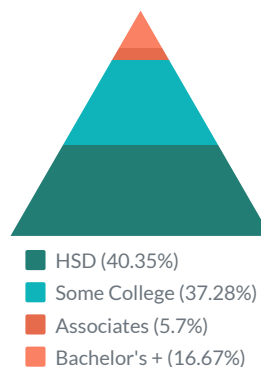
PRIORITY POPULATIONS



RESIDENCE



EDUCATIONAL ATTAINMENT

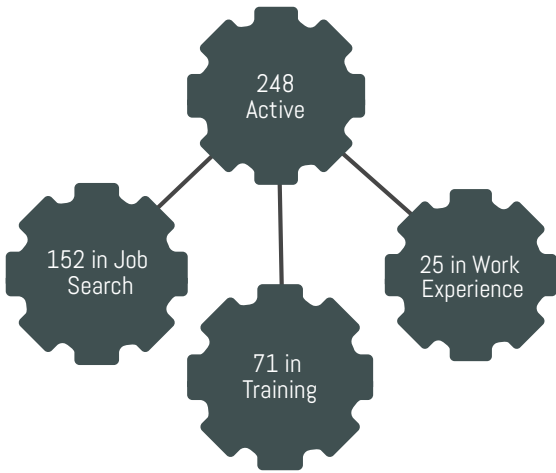




Intensive Services

Intensive services for enrolled individuals include occupational training, paid work experience, job search support, supportive services, and job coaching. Activities and outcomes represent WIOA and State-funded individuals.

CUSTOMER ACTIVITIES



66 Individuals Received Supportive Services to Reduce Barriers

CUSTOMER OUTCOMES



39 Newly Enrolled

21 Individuals Started Training



12 Individuals Received Industry Certifications

10 Individuals Employed

\$27.58

Average Wage



60%
TRAINING-RELATED
PLACEMENTS
9 out of 15



66%
SOLANO COUNTY
PLACEMENTS
vs. **35%** Solano Co. average*

Top Industries



30%



20%



10%



10%



\$6.42/HR

Ave. Increase in Wages After Using WDB Services



ARPA Projects

141 Individuals Served

75 Started Training Programs

66 Received Job Coaching

39 Served through community partners

90% Considered by ARPA as Disproportionately Impacted by the pandemic

Business Engagement

WDB staff members engage with the business community to better serve the workforce needs of the county.

189 Active Business Engagements

57 New Businesses Engaged

1 Employer-Based Trainings

114 Job Postings through Staff

\$4,085

Invested in Solano County Businesses through employer-based training in WIOA

240 Recruitment Events Attendees



October SBDC Monthly Report

Key Performance Indicators	Annual Goal	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	%Goal
Total client sessions 2024 YTD	2,200	295	309	378	302	320	273	348	306	223	264			3018	137%
Total Client Hours YTD	3,000	392.75	451.25	522.75	402.17	433	328.5	462.5	414.5	319	361.5			4087.92	136%
Total Active Clients (Napa)	530	505	507	511	514	497	490	489	462	459	460			460	87%
Total Active Clients (Solano)	1,450	1423	1430	1438	1547	1499	1424	1432	1431	1427	1437			1437	99%
Total Active Clients (Center)	1,980	1965	1972	1949	2061	1946	1946	1960	1932	1929	1942			1942	98%
Jobs Created	237	0	22	37	28	5	26	15	73	31	41			278	117%
New Business Starts	32	1	7	17	8	0	0	0	3	0	4			40	125%
Change in Sales	\$19,700,000.00	\$9,600.00	\$9,068,150.00	\$482,999.00	\$1,505,026.00	\$1,020,932.00	\$282,370.00	\$4,240,097.00	\$0.00	\$889,225.00	\$3,317,000.00			\$20,815,399.00	106%
Dollar amt of loans/equity	\$16,876,000.00	\$32,500.00	\$537,910.00	\$22,608,300.00	\$2,815,648.19	\$269,247.00	\$16,589,970.00	\$207,000.00	\$128,457.00	\$1,922,150.00	\$6,707,000.00			\$51,818,182.19	307%
Training Sessions held	72	16	17	21	20	22	15	19	14	14	16			174	242%
# of attendees	900	234	262	287	350	364	256	229	171	153	228			2534	282%

Focus Areas:
 Napa Econ Forecast & access to capital
 Launchpad planned 11-20
 Strengths for FSUSD Managers
 Strengths for all Norcal Lead Center
 and Center Directors

ACTION ITEMS





WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

AGENDA SUBMITTAL

SUBJECT Approval of New Workforce Board Appointments: Ms. Jamie Powell of Fighting Back Partnership, and Mr. Chris Rico of Solano Economic Development Corporation (EDC)	MEETING DATE November 15, 2024	AGENDA ITEM IX.A
FROM Heather Henry, President/Executive Director	ACTION REQUIRED YES ✓ NO	ATTACHMENTS A & B

RECOMMENDATION

It is recommended that the Board approve the following two (2) nominations for appointment to the Workforce Development Board (WDB) of Solano County.

- Ms. Jamie Powell – Community Workforce Representative (Attachment A)
- Mr. Chris Rico – Economic Development Representative (Attachment B)

Based on the Board’s action, these appointments will be forwarded to the Solano County Board of Supervisors for their required formal ratification and final membership appointment.

DISCUSSION

Ms. Jamie Powell – Fighting Back Partnership

Ms. Powell is the Program Director of Fighting Back Partnership, a nonprofit organization deeply committed to eradicating poverty and its far-reaching effects in Vallejo and throughout Solano County. She has undertaken diverse roles at Fighting Back Partnership, including her initial position as an AmeriCorps Vista. Ms. Powell's educational background includes studies in Human Services at Solano Community College, supplemented by professional development training in the transformative approach of "Creating the Beloved Community: The Quest for Character, Civility, and Community." A long-term resident of Vallejo and a devoted mother, Ms. Powell brings a wealth of lived experience and a profound sense of empathy to her work. In addition to her role at Fighting Back Partnership, Ms. Powell actively serves on several advisory boards, including the Solano County Black Infant Health Advisory Board and the Solano CAB Home Visiting Advisory Board.

Mr. Chris Rico – Solano Economic Development Corporation (EDC)

Mr. Rico is the President and CEO of the Solano EDC. Prior to his role at Solano EDC, Mr. Rico founded LevelUP, a social enterprise focused on developing diverse talent pipelines for creative industries. Before that, he led the Center for Innovation at the Los Angeles Economic Development Corporation (LAEDC), where he launched InnovateLA, a multi-week festival showcasing Los Angeles as a hub for innovation. His background includes digital marketing for Activate ED and executive roles

in Hollywood production. He's also been actively involved in politics, particularly on campaigns promoting sustainability and water conservation in California.

After a technical review of the application documents, the appointments brought before the Board of Directors have been found to be in compliance with the regulatory requirements governing their respective representative categories for the Workforce Development membership appointments. Both terms of office will be from December 10, 2024, through December 9, 2028.

Attached for review is a copy of their respective Membership Applications and Recommendation Letters.

ALTERNATIVES

Board members could choose not to approve the appointments brought before them, and a new search for a representative(s) could ensue. However, both appointments are considered to be excellent candidates to serve in their respective representative category on the WDB.

REPORT PREPARED BY

Tammy Gallentine, Executive & Board Support Specialist. Please contact Tammy at 707-863-3552 if you have any questions regarding the information outlined in this report.



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

APPLICATION FOR APPOINTMENT TO THE BOARD OF DIRECTORS

Thank you for your interest in serving as a member of the Workforce Development Board (WDB) of Solano County. Please complete this application for consideration. In addition to the application, a nomination letter must be provided by a local business organization and/or business trade association (if within the business category) or an employee/member of your organization (if not within the business category).

Name: Jamie Yolanda Powell

Title: Program Director

Business Name: Fighting Back Partnership

Business Address: 505 Santa Clara St. 3rd Floor, Vallejo, CA 94590

Business Phone #: 707-648-4148 **Fax #:** 707-470-5501

Email Address: jpowell@fight-back.org

of employees: 12 **Minority-owned or operated?** **Yes** **No**

Do you have substantial decision making or hiring authority? **Yes** **No**

Previous and/or Current Commission or Committee Membership

Commission/Committee	Office Held (if applicable)	Length of Participation
Solano County Black Infant Health	n/a	2019-current
Solano County CAB Home Visitation	n/a	2019-current
Leadership Vallejo	Alumni Year 15	2022- current

Educational Background

Institution	Major	Degree	Year
Solano Community College	Human Services		2020
Jesse Bethel High		HS Diploma	2003

Work/Volunteer Experience

Organization	City/State	Position	Year
Fighting Back Partnership, Program Director	Vallejo, CA	Program Director	current
FBP- Americorps Information & Referral Specialist	Vallejo, CA	Americorps, Information & Referral Specialist	2005
Department of Corrections (WIB)	Vallejo, CA	Clerical Assistant	2004
Continental Omega Boys & Girls Club (WIB)	Vallejo, CA	Recreation Instructor	1998

I certify that the information on this application is true and correct. I understand that the information may be made public in accordance with Federal, State and local laws. I further understand and agree, if appointed, to complete all required Conflict of Interest and/or Disclosure Statements required by law.

Jamie Powell

Digitally signed by Jamie Powell
DN: cn=Jamie Powell, o=Fighting Back Partnership, ou, email=jpowell@fight-back.org,
c=US
Date: 2024.07.22 14:54:41 -0700

Applicant Signature

07/22/2024

Date

GERALD HUBER
Director
gghuber@solanocounty.com
(707) 784-8400

ROGER ROBINSON
Assistant Director
rrobinson@solanocounty.com

DEPARTMENT OF HEALTH & SOCIAL SERVICES



SOLANO COUNTY

Public Health
Services Division
275 Beck Avenue, MS 5-241
Fairfield, CA 94533
(707) 784-8601
Fax (707) 421-6611

Dr. Bela T. Matyas, Deputy Director

Re: Letter of Recommendation for Jamie Powell

To Whom It May Concern,

I am pleased to offer my full endorsement for Jamie Powell in her pursuit of a position on the Solano Workforce Development Board. Having worked with Jamie for over five years on various professional boards, I have had the privilege of witnessing her exceptional dedication and contributions firsthand.

During our collaboration, Jamie has consistently demonstrated professionalism, a collaborative spirit, and an unwavering commitment to public service. Her work across Solano County, particularly in the business, academic, and social service sectors, highlights her exemplary character and leadership.

Jamie's leadership is rooted in a deep belief in community-driven social activism. As a board member of BIH, she played a pivotal role in supporting our family-focused program, addressing key social determinants of health in Solano County. Her involvement was instrumental in the success of several initiatives, including:

- **Strengthening Family Program and Family Resource Center** – Focused on building and strengthening family resiliency in the community.
- **Youth-led Social Impact Program** – Designed to enhance youth engagement in local decision-making.
- **Community Health Program** – Promoting healthy family outcomes by providing families with career opportunities and resources to make informed, impactful decisions.

Jamie's leadership was further evidenced by her completion of the 2022 Leadership Vallejo program, where she played a key role in advancing the aforementioned initiatives for her Fighting Back Partnership organization.

Her personal achievements, combined with her tireless dedication to community growth and improvement, make her an exceptional candidate for the Solano Workforce Development Board. It is with great pride that I recommend Jamie Powell for this esteemed role.

Sincerely,

A handwritten signature in blue ink that reads "S. Fuller MD".

Shandi J Fuller, MD, MPH

MCAH Medical Director

Solano/Sonoma HEALs Executive Director



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

APPLICATION FOR APPOINTMENT TO THE BOARD OF DIRECTORS

Thank you for your interest in serving as a member of the Workforce Development Board (WDB) of Solano County. Please complete this application for consideration. In addition to the application, a nomination letter must be provided by a local business organization and/or business trade association (if within the business category) or an employee/member of your organization (if not within the business category).

Name: Chris Rico
Title: President and CEO
Business Name: Solano EDC
Business Address: 5050 Business Center Drive, Suite 200
Business Phone #: 707-864-1855 **Fax #:** 707-864-1855
Email Address: chris@solanoedc.org

of employees: 11 **Minority-owned or operated?** Yes No

Do you have substantial decision making or hiring authority? Yes No

Previous and/or Current Commission or Committee Membership

Commission/Committee	Office Held (if applicable)	Length of Participation
None		

Educational Background

Institution	Major	Degree	Year
Duke University	Business	BA	1993

Work/Volunteer Experience

Organization	City/State	Position	Year
Solano EDC	Fairfield, CA	President/C	2022-present

I certify that the information on this application is true and correct. I understand that the information may be made public in accordance with Federal, State and local laws. I further understand and agree, if appointed, to complete all required Conflict of Interest and/or Disclosure Statements required by law.

Chris Rico

Digitally signed by Chris Rico
Date: 2024.10.30 12:49:24 -07'00'

10/30/2024

Applicant Signature

Date



BENICIA CHAMBER OF COMMERCE

601 First Street, Suite 100
Benicia, California
beniciachamber.com
707-745-2120
info@beniciachamber.com

October 28, 2024

Heather Henry, Executive Director/President
Workforce Development Board of Solano County
500 Chadbourne Road, Suite A
Fairfield, CA 94534

Board of Directors

Dawson Urban,
Chair of the Board

Sydney Riley,
Vice Chair of Finance

Monica Vargas,
Vice Chair of the Board

Carey Morgan, Immediate
Past Chair

Julia Allen

Debbie Amaro

Bill Cawley, III

Bobby Crawford

Genevieve Hand

Lionel Largaespada

Jeff Laugen

Nicolas Orosco

Tom Stanley

Bob Triglia

Randy Young
Executive Director/CEO

Dear Ms. Henry:

The Benicia Chamber of Commerce is delighted to nominate Mr. Chris Rico to serve on the Workforce Development Board of Solano County.

I am writing to express my strong support for Chris Rico’s nomination to serve on the Board of Directors of the Solano Workforce Investment Board. As the President and CEO of the Solano Economic Development Corporation (EDC), Chris has consistently demonstrated a commitment to enhancing the economic vitality of our region and a passion for workforce development.

Under Chris’s leadership, the Solano EDC has successfully initiated and implemented programs that foster job creation and promote skill development among our workforce. His strategic vision and collaborative approach have brought together key stakeholders, including businesses, educational institutions, and community organizations, to address the evolving needs of our local economy.

Chris’s extensive experience in economic development and his deep understanding of workforce challenges uniquely position him to contribute to the Board’s mission. His insights into industry trends and his ability to forge partnerships will be invaluable as we work to ensure that our workforce is equipped with the skills needed for the jobs of tomorrow.

I firmly believe that Chris Rico’s appointment to the Solano Workforce Investment Board would enhance its capacity to fulfill its objectives and further strengthen our community’s economic foundation. I urge you to consider his candidacy favorably.

Thank you for your attention to this important matter. I look forward to seeing the positive impact Chris will undoubtedly bring to the Board.

Sincerely,

Randy Young
Executive Director



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

AGENDA SUBMITTAL

SUBJECT Review and Approval of Successor Collective Bargaining Agreement Between SEIU 1021 and Workforce Development Board of Solano County for the Period of October 1, 2024 through September 30, 2026	MEETING DATE November 15, 2024	AGENDA ITEM IX.B
FROM Heather Henry, President/Executive Director	ACTION NEEDED YES ✓ NO	ATTACHMENTS A & B

SUMMARY

The current Collective Bargaining Agreement between SEIU 1021 and the Workforce Development Board of Solano County expired on September 30, 2024. The parties began bargaining in July 2024 and concluded in September 2024. The new agreement would be for the period of October 1, 2024, through September 30, 2026, and would affect approximately 20 employees.

DISCUSSION

SEIU 1021 and the WDB tentatively agreed to change four sections of the Collective Bargaining Agreement:

1. Sec. 4, Authorized Agents – the email address of the SEIU field representative was updated
2. Sec. 19, Salary Compensation – new salary compensation was negotiated, as well as including reference to the Social Security Administration’s Cost of Living Adjustment rates
3. Sec. 24, Term of Agreement – the term of agreement was updated to a new 2-year term
4. Sec. 26, Signatures – the signature line items were updated to reflect the 2024 negotiating team

SEIU 1021 staff members have already voted to ratify the Collective Bargaining Agreement for 2024-2026.

ALTERNATIVES

The Board could choose not to approve the Collective Bargaining Agreement, and direct management to renegotiate elements of the agreement. This is not recommended as SEIU and the WDB have tentatively agreed to the agreement changes and SEIU has already ratified the agreement.

REPORT PREPARED BY

Heather Henry, President/Executive Director. Please contact Heather at 707-863-3501 if you have any questions regarding this information outlined in this report.

MEMORANDUM OF UNDERSTANDING

Between

**Admin/Program Specialist II
Admin/Program Specialist I**

**Admin/Program Technician III
Admin/Program Technician II
Admin/Program Technician I**

**Represented By
SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU), Local 1021,
CTW, CLC**

AND

WORKFORCE DEVELOPMENT BOARD OF SOLANO COUNTY

**For the period
October 1, ~~2022-2024~~
Through
September 30, ~~2024~~ 2026**

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MEMORANDUM OF UNDERSTANDING

This Agreement is made and entered into by and between the Private Industry Council of Solano County, Inc, doing business as the Workforce Development Board (WDB) of Solano County, Inc., hereinafter referred to as the Employer and Service Employees International Union (SEIU), Local 1021, CTW, CLC hereinafter referred to as the Union. The Agreement has as its purpose the promotion of harmonious labor relations between Employer and the Union; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

The term “Agreement” as used herein means the written agreement provided under Section 3505.1 of the Government Code.

SECTION 1. RECOGNITION

The Employer recognizes the Union as the exclusive bargaining representative for all regular full-time and regular part-time employees, in accordance with Section 3500 et seq., of the California Government Code for the classifications of Administrative/Program Specialists I, and II, and Administrative/Program Technicians I, II and III, excluding supervisory, confidential, and temporary employees. All represented employees, whether full-time or part-time employees, are defined as “non-exempt” by IRS status.

SECTION 2. MANAGEMENT RIGHTS

Except as expressly modified or restricted by a specific provision of this Agreement, nothing in this Agreement shall be deemed to limit the Employer in any way in the exercise of regular and customary management functions, including all statutory and inherent managerial rights, prerogatives, and functions, which are retained and vested exclusively in the Employer. These include, but are not limited to, the rights in accordance with the Employer’s reasonable and exclusive judgment and discretion: to evaluate the performance of employees, reprimand, suspend, discharge, or otherwise discipline employees for cause; to determine the number of employees to be employed; to hire employees, including temporary and limited term employees; determination of employee qualifications and assignment and direction of their work; to promote, demote, transfer, layoff, recall to work and retire employees; to set the standards of productivity, and the services to be rendered; to determine the amount and forms of compensation for employees with the understanding that this Agreement sets the minimum compensation for covered employees; to maintain the efficiency of operations; to determine the personnel, methods, means and facilities by which operations are conducted; the design and implementation of safety programs and plans for increased efficiency; to set the starting and quitting time and the number of hours and shifts to be worked; to use temporary or limited term employees to perform work or services; to relocate the Employer’s operations to any part thereof; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation or service; to control and regulate the use of facilities, equipment and other property of the Employer; to introduce new or improved methods, materials, machinery, and equipment; to determine the number, location and operation of departments, divisions, and all other units of the Employer; to issue, amend and revise policies, rules, regulations, and practices; and to take whatever action, which it considers necessary to determine, manage, and fulfill the mission of the Employer and to direct the Employer’s employees. The Employer’s failure to exercise any right, prerogative, or function hereby reserved to it, except in instances of a clearly established past-practice regarding wages, hours and working conditions

shall not be considered a waiver of the Employer's right to exercise such right, prerogative, or functions or preclude it from exercising the same in another way not to conflict with the express provisions of this Agreement.

SECTION 3. UNION SECURITY

A. **In-Person On-Boarding Meetings**

The Employer agrees that each newly hired employee will be provided the opportunity to participate in an in-person on-boarding/new hire orientation meeting conducted by the Union, as small as one individual. The orientation will be held on the first day of employment at the employer's location. The Union will be allowed to conduct a session up to thirty (30) minutes at the end of any on-boarding/new hire orientation meeting without loss in compensation.

The HR Specialist, and/or designee, shall provide the Field Representative no less than ten (10) calendar days' notice of any on-boarding/new hire orientation meeting in addition to an electronic list of expected participant(s). A shorter notice may be provided in a specific instance where there is an urgent need critical to the employer's operations that was not reasonably foreseeable.

Union designee(s), including the principal authorized agent and/or stewards, shall conduct the union's onboarding sessions covered under this agreement.

The Union shall have the right to access and use the Employer's facilities and audio-visual equipment to conduct onboarding sessions with newly hired employees. Union designees will be responsible for reserving facilities and equipment.

Neutrality – The Employer representatives shall be absent from the room during the on-boarding/new hire orientation sessions conducted by the Union. The Employer will neither encourage nor discourage newly hired employee attendance at the union onboarding session. Both the Union and Employer agree to not make disparaging remarks regarding each other during orientation sessions.

B. **Employee Information**

The HR Specialist, and/or designee, shall provide the Local's membership department and Field Representative with an Excel spreadsheet sent via email of all represented employee information. The spreadsheet will include the name, date of hire, appointment type (full-time, part-time, etc.), job title/classification, unit, hourly rate of pay, pay step, physical work location, work phone number, personal address, personal home and cellular telephone number, work email, and personal email address of each employee that the HR Specialist has on file that is hired in any of the classifications covered by this Collective Bargaining Agreement, in writing within five (5) working days of initial employment, in addition to continuous quarterly updates of said employee information as required by AB 119.

C. **Union-Related Deductions**

The Employer shall deduct Union dues, initiation fees, voluntary COPE deduction, or charitable contributions and premiums for approved insurance programs from an employee's pay. The Union shall collect an employee's signed check-off authorization form from the employee. The Union will notify the Employer in writing of the employee's

authorization for Union-related deductions, stating the deduction amounts and separating dues from voluntary contributions.

Deduction for dues, COPE, or other Union-sponsored programs shall start the pay period after the Employer receives notification of the authorization. The Employer shall remit such payments to the Union no later than thirty (30) days after the deduction from the employee's earnings occur. Requests to authorize dues/other deduction(s), or request to change status regarding such deductions, shall be directed to the Union rather than the Employer.

The Union shall not provide the Employer a copy of the employee's check-off authorization, unless a dispute arises about the existence or terms of the authorization. The Employer shall rely on the Union's explanations in a certified list, which will be submitted by a representative of the Union who has the authority to bind the Union, regarding whether an authorization/change in deduction(s) has been requested by the employee.

The Union will hold the Employer harmless for any and all claims made against it by any current or former employees related to the Employer's compliance with this Union Security provision, and any and all expenses incurred in its defense against any such claim, including reasonable costs and attorney fees. In no event shall the Employer be required to pay from its own funds Union dues or charitable contributions which the employee may be obliged to pay but failed to pay regardless of the reason.

D. Protection of Unit Members From Third Parties

In order to protect bargaining unit employees from harassment or invasion of privacy, the Employer shall immediately notify the Union of any third party requests received by the Employer for contact, biographical and/or demographic information about the bargaining unit employees. The Employer shall promptly provide the Union a copy of the request and any materials submitted with the request.

The Employer shall provide the Union at least ten (10) days to review the request and challenge the scope of the request prior to the Employer responding to the request. The Employer agrees to consider the Union's response prior to disclosing to a third party any contact, biographical, and/or demographic information about the bargaining unit employees.

If the Employer is required by law to furnish a non-exclusive representative requestor with a report, it agrees to provide it in a format that cannot be manipulated.

The employer shall not permit a non-exclusive representative to access bargaining unit members during working hours or in working areas. The employer agrees that non-exclusive representatives are prohibited from soliciting bargaining unit members on the employer's property.

E. Subject to All Relevant Sections

The Employer and Union agree that this agreement shall be subject to all relevant sections of the Contract/MOU, including, but not limited to, the grievance procedure.

SECTION 4. AUTHORIZED AGENTS

In their capacity as the Authorized Agents for the Employer and the Union, all communications both verbally and in writing must be sent to the two named individuals below. However, if during the effective dates of this Agreement the Authorized Agents for either party are changed those amendments must be submitted in writing and within five (5) working days of the Agent's name change.

A. Employer's Principal Authorized Agent

Ms. Heather Henry, Executive Director
Workforce Development Board (WDB) of Solano County, Inc.
500 Chadbourne Road, Suite A
Fairfield, CA 94534
Phone Number 707-863-3501
FAX Number 707-864-3386
Email Address hhenry@solanowdb.org

B. Union's Principal Authorized Agent

Field Representative
Service Employee's International Union
(SEIU), Local 1021 CTW, CLC
2300 Boynton Avenue, Ste. 200
Fairfield, CA 94533
Phone Number 707-422-9464
FAX Number 707-422-5107
Email Address ~~del.mallory@seiu1021.org~~ arlene.taylor@seiu1021.org

The Union will continue to inform Management of any changes in Field Representatives. Any mention of principal authorized agent in the MOU refers to the current SEIU, Local 1021 field representative.

C. Notification of Changes in Person or Address

Each party shall immediately notify the other of a change in the person or address of its principal authorized agent.

SECTION 5. EMPLOYEE CLASSIFICATIONS COVERED BY THIS AGREEMENT

A. Regular Employees

A regular employee is a full or part-time employee appointed to a position which has been authorized by the Employer and covered by this Agreement.

B. Limited-Term Employees

A limited-term employee is either a full or part-time employee hired for a specific program, limited-term of employment or purpose whose position is at the time of engagement to be a finite duration and to be eliminated when such programs or need terminates and such services are no longer required. Limited-term employees are non-benefited except for benefits required under local, State or Federal law. The Employer will provide written notification to the Union identifying the name of the limited-term employee, the start and expected end date of the assignment, the department/division they are assigned to, and their

hourly rate of pay. The Employer retains sole discretion to end the assignment early upon program needs.

1. Limited-Term Employed for More Than One (1) Year

An employee initially hired on a limited term basis in a classification covered by this Agreement, and has worked for one (1) day more than twelve (12) consecutive months shall, as of that date be covered by all provisions of this Agreement.

C. Full-Time Regular Employees

A full-time regular employee is one that is neither a temporary or limited term employee who works at least forty (40) hours per week on a regularly scheduled basis.

D. Part-time Regular Employees

A part-time regular employee is neither a temporary nor limited term employee who works less than forty (40) hours per week on a regularly scheduled basis.

E. Regular Probationary Employees

Probationary employees are employees who are full or part-time regular employees during their first six (6) consecutive or aggregate months of employment in that position, unless the probationary period has been extended for an additional three (3) months.

1. Probationary Period

The first six (6) months of employment for a newly hired and newly promoted employee shall be a probationary period. The probationary period may be extended for an additional three (3) months. A newly hired employee may be terminated at any time during his/her probationary period without a right to appeal, except for alleged discrimination. Such termination during the probationary period shall not be subject to the grievance procedure.

2. Rejection During A Promotional Probationary Period

An employee terminated during his or her probationary period in a promotional classification, covered by this Agreement, and who has passed an initial probationary period with the Employer shall have the right to return to a position in the classification and functional assignment he/she was in prior to his or her promotion if a vacancy exists in that functional assignment.

SECTION 6. UNION ACCESS

It is agreed by both parties that for the purpose of carrying out and enforcing the terms of this Agreement, the authorized representative of the Union upon notification to the Employer shall have the right of visiting and entering the establishment of the Employer during regular business hours.

The HR Specialist shall be given prior notification in writing of the date and time of the visit. Access shall not be unreasonably denied. This privilege shall be exercised reasonably and shall not disrupt the work of employees, provided that the designated Union representative may confer with any employee and his or her supervisor or other Employer representative in connection with a complaint or problem concerning the employee during working hours. If the meeting is expected to last in excess of fifteen (15) minutes, the steward will notify the employee's supervisor. Failure

to notify that the meeting shall exceed fifteen (15) minutes shall result in termination of the meeting at fifteen (15) minutes without recourse to the grievance procedure hereunder.

The Employer will recognize four (4) duly elected shop stewards. The Union Field Representative will provide the HR Specialist a roster of shop stewards (considered the Union designees) every January, or in the event the roster changes throughout the year. If during the term of this Agreement the Employer opens an additional office, the Employer may recognize one (1) duly appointed shop steward for that office.

The Field Representative and the four Union designees shall have the right to access employees during work and non-work hours for the purpose of communicating Union matters, including but not limited to, grievances, complaints, disciplinary actions; and distributing materials, literature, and information. All time spent during work hours communicating Union matters will be counted towards release time hours.

SECTION 7. BULLETIN BOARDS

The Employer shall make space available to the Union on a bulletin board in each work location. Such postings will be the responsibility of the Union Steward(s) or Field Representative. The Employer will have no responsibility for policing such material. All materials posted on union bulletin boards shall be in good taste and strictly impersonal in nature and limited to the legitimate business of the Union. Prior to posting, any material posted shall be plainly and legibly initialed by the Authorized Representatives, stewards or officer of the Union. The Union agrees to provide a copy of all literature posted on the bulletin boards to the HR Specialist.

SECTION 8. JOINT LABOR/MANAGEMENT COMMITTEE

A Joint Labor/Management Committee (JLMC) consisting of four (4) members selected by the Union and four (4) members selected by the Employer (one of whom is the Executive Director), shall meet every other month or by mutual agreement. Each Committee meeting will be held for up to two (2) hours, and may be extended by mutual agreement between the Union and Employer. The Committee will meet to discuss topics that are not in the MOU and are intended to improve working conditions. Topics may include, but are not limited to:

1. Improving communications between labor and management;
2. Provide workers and Employer with opportunities to study, explore, and develop new and innovative joint approaches to achieving organizational effectiveness;
3. Assisting workers and Employer in solving problems of mutual concern; and
4. Bringing to the Employers attention any concerns regarding workload equity.

The JLMC will not discuss individual disciplinary actions, individual grievances, or individual performance issues. Both parties will provide the other with proposed agenda items at least five (5) working days prior to the scheduled meeting. If no agreement is reached, both parties may utilize other administrative processes. The JLMC meeting process does not prohibit the Union or the Employer from utilizing other administrative procedures to resolve issues.

SECTION 9. RELEASE TIME

An employee has a lawful right to have a shop steward present in an interview that may reasonably lead to discipline, or a grievance meeting, or such circumstances whenever the Employer requests a shop steward be present. Each shop steward shall be granted a maximum of twenty-five (25) paid hours per calendar year to represent employees on matters within the scope of representation as defined in the Meyers Milius Brown Act. The Employer will make his/her representatives available to conduct said business at reasonable times so as to avoid loss of productivity of the steward and the affected employee. The steward shall not otherwise conduct Union business during working time.

The supervisor of the employee requesting assistance, the supervisor of the shop steward representing said employee, and the HR Specialist shall receive notification in writing from the Union (Field Representative or Union designee) prior to the time the requested time off is to be taken.

At the Union's option and upon appropriate notice, a maximum of four (4) of the twenty-five (25) paid release hours per calendar year may be used for Shop Steward training. The Union must provide the Employer's HR Specialist with a minimum of three (3) working days advanced notice before the requested training is scheduled to take place.

SECTION 10. DISTRIBUTION OF UNION LITERATURE

The Union may distribute literature (specific to Union business) to employees through the Employer's internal mail or email system, as long as this does not disrupt the conduct of the Employer's business. The Union also agrees to provide a copy of all distributed literature to the HR Specialist, including emails using WDB email system.

SECTION 11. HOURS OF WORK

A. Work Week

The work week is seven (7) consecutive calendar days, beginning on Sunday at 12:00 a.m., and ending on Saturday at 11:59 p.m.

B. Work Schedule

The basic work hours and work week are eight (8) hours per day and forty (40) hours within a work week, Monday through Friday, or possibly to include a Saturday but not to exceed a five (5) day work week, 8:00 a.m. to 5:00 p.m. The Employer shall have sole discretion as to whether or not to permit an employee to work a flexible work schedule. Flexible work schedules must be between 7:30 a.m. and 9:30 p.m.

C. Recording Work Hours

To ensure that accurate time keeping records are obtained for all employees, employees must record all time worked on the Employer's official time keeping record system sent to payroll at the end of each pay period. Hours actually worked includes time work began and ended for each day, off-duty meal breaks as established in this Agreement, and of the accrued leave time taken. This will ensure that each employee is paid in a timely manner and that all employees receive required off-duty meal breaks.

D. Voluntary Work Schedule Reduction

Both the Union and the Employer agree that an individual employee covered by this Agreement may request a Voluntary Work Schedule Reduction at times of potential layoff or due to extenuating personal circumstances. The Employer shall have sole discretion as to whether or not to permit an employee to work a reduced work schedule. In order for an employee to be eligible to participate in this Voluntary Work Schedule Reduction program, they must pass their initial six (6) month probationary period and serve as a full time regular employee for an additional six (6) consecutive months.

The Voluntary Work Schedule Reduction will be limited to a work week reduction of five percent (5%) or ten percent (10%) from the standard two week, 80 hour pay period. The Voluntary Work Schedule Reduction will also be designed for a specific duration of no less than four (4) full pay periods and no more than thirteen (13) full pay periods. Once approved, the Voluntary Work Schedule Reduction will begin the first Monday of the new pay-period. Should the employee wish to discontinue their voluntary Work Schedule Reduction at any time prior to the approved scheduled end date, they must notify the HR Specialist in writing. The HR Specialist or his/her designee will have one (1) full pay-period to process the necessary paperwork discontinuing the employee's Work Schedule Reduction.

During this Voluntary Work Schedule Reduction period, employees will continue to accumulate both vacation and sick leave accruals at their current per-pay period rates. The Annual Floating Holiday leave will also remain as through the employee continues as a full-time employee. In addition, all employee medical, dental, vision and life insurance benefits will remain in full effect.

1. Process for Requesting a Voluntary Work Schedule Reduction

- a. If the employee is interested in a Voluntary Work Schedule Reduction, he/she must submit a written request to their immediate supervisor expressing their interest in reducing their work schedule and the reduced schedule they would like to have, as well as the duration.
- b. The supervisor will be responsible for recommending approval/denial of the request and forwarding it to the Division Manager and HR Specialist within three (3) working days. A brief explanation of why the supervisor denies a request is also necessary.
- c. The Division Manager will be responsible for recommending approval/denial of the employee's request to the Executive Director within three (3) working days from receipt of the request of the supervisor. A brief explanation of why the Division Manager denies a request is also necessary.
- d. The Executive Director will have the sole discretion of approving or disapproving the Voluntary Work Schedule Reduction request. The Executive Director will notify the Division Manager and HR Specialist of his/her decision to approve/deny the request within three (3) working days.

The HR Specialist or designee will be responsible for providing the employee with a copy of the approved/denied request and placing the original in the employee's official personnel

file. A Notice of Personal Action form will be completed and routed to all appropriate staff.

E. Flexible Work Schedule

The Employer shall have sole discretion as to whether or not to permit an employee to work a flexible work schedule. Flexible work schedules must be between 7:30 a.m. and 9:30 p.m. The following process only applies for ongoing flexible work schedule requests.

1. Process for Requesting a Flexible Work Schedule

- a. If an employee is interested in working a flexible work schedule, he/she must submit a written request to their immediate supervisor expressing their interest in flexing their work schedule, and the eight (8) hour schedule they would like to have.
- b. The supervisor will be responsible for recommending approval/denial of the request and forwarding it to the Division Manager within three (3) working days. A brief explanation of why the supervisor denies a request is also necessary.
- c. The Division Manager will have the sole discretion of approving or disapproving the flexible work schedule request if adjusted hours are within the 8:00 a.m. and 5:00 p.m. timeframe. The Division Manager will notify the supervisor and the HR Specialist of his/her decision to approve or deny the request within three (3) working days of receipt from the supervisor.
- d. If the flexible work schedule request includes hours outside of the 8:00 a.m. and 5:00 p.m. timeframe, the Division Manager will be responsible for recommending approval or denial of the employee's request to the Executive Director within three (3) working days of receipt of the request from the supervisor. A brief explanation of why the Division Manager denies a request is also necessary.
- e. The Executive Director will have the sole discretion of approving or disapproving the flexible work schedule request outside of the hours of 8:00 a.m. and 5:00 p.m. The Executive Director will notify the Division Manager and HR Specialist of his/her decision to approve/deny the request within three (3) working days of receipt from the Division Manager.

The HR Specialist or designee will be responsible for providing the employee with a copy of the approved/denied request and placing the original in the employee's official personnel file. Flexible work schedules will be reviewed annually.

F. Attendance

Regular attendance and punctuality are part of all employees' job responsibilities. It is the Employer's expectation that all employees are present and on time every day.

Employees are to contact their immediate supervisor no later than the first hour of their scheduled workday informing him/her that they are unable to report to work. If the employee knows that the immediate supervisor is scheduled off that day, the employee is responsible for contacting the Division Manager and/or HR Specialist.

1. Absence

An absence is any time lost from work regardless of reason, including sickness and tardiness. An absence excludes time off scheduled in advance that has been pre-approved as an allowable leave.

Excessive absenteeism will be considered to be when an employee has exhausted the three (3) day mandatory leave requirement covered by the Healthy Workplace, Healthy Families Act of 2015 and has been absent an additional ten (10) days. Excessive absenteeism may be addressed through disciplinary action and will be addressed in the employee's next evaluation, appearing as a focus area for immediate and continued improvement.

No call is when an employee fails to report to work and fails to speak directly to his/her supervisor within the first hour of the first scheduled work day of such absence. No call may result in disciplinary action up to and including termination.

No show is when an employee fails to report to work and fails to notify his/her supervisor for three (3) consecutive scheduled work days, (i.e., three (3) consecutive no call days). No show employees will be considered to have voluntarily resigned from WDB employment.

2. Tardiness

Tardiness is when an employee arrives at his/her work station ready to work at a time later than the scheduled commencement work time (including return from breaks and/or meal periods).

Excessive tardiness is when an employee is late more than three (3) times within a pay period. Excessive tardiness is also defined as reporting 10 minutes late for either the commencement of work and/or returning from breaks or meal periods. This standard of excessive tardiness will be applied uniformly. Excessive tardiness may result in disciplinary action, up to and including, termination.

G. Overtime

Overtime for non-exempt employees shall be avoided whenever possible, but may occasionally be required in the interest of programmatic events. Overtime must be determined in advanced and pre-approved by the Executive Director. The direct supervisor or Division Manager will attempt to provide employees with reasonable notice when the need for overtime arises.

Employees who are caused to work more than eight (8) hours in a day or forty(40) hours in a work week, or in excess of the number of hours in a scheduled workday under a flexible work schedule plan, shall receive time and one-half of their regular hourly rate of pay for each overtime hour or portion thereof worked. Double time shall be paid for work in excess of twelve (12) hours in a day or past eight (8) hours on the seventh day of a work week. An employee may elect to take overtime earned under this provision as compensatory time off in lieu of payment at the same overtime rates, either time and one half or double time, as is appropriate.

SECTION 12. REST AND MEAL PERIODS

A. Rest Breaks

Each employee shall be permitted two (2) fifteen minute rest breaks, one in the morning between 10:00 a.m. and 11:00 a.m. and one in the afternoon between 2:30 p.m. and 3:30 p.m. These morning and afternoon breaks will be amended by the bargaining unit member's supervisor if a flexible work schedule has been approved. These breaks may not be combined or added to an employee's lunch period.

B. Off-Duty Meal or Lunch Periods

All bargaining unit members must take a daily scheduled sixty (60) minute off-duty meal or lunch period, unless the employee is on an approved flexible work schedule. Employees on an approved flexible work schedule may take a shorter off-duty meal or lunch period, but no employee can take a scheduled off-duty meal or lunch period of less than thirty (30) minutes. Scheduled off duty meal or lunch periods will be observed during the hours 11:30 and 2:30 each working day unless the employee is on an approved flexible work schedule in which his her work day begins before or after 8:00 a.m. or ends before or after 5:00pm. In those cases an amended off duty meal period will be scheduled by the employee's supervisor to occur before 11:30 a.m. or extend beyond the 2:30 p.m. standard timeframes.

C. Recording Off-Duty Meal or Lunch Periods

Each employee shall log meal time hours at the end of each pay period.

SECTION 13. EVALUATIONS

General Principles

Evaluations of an employee's job performance is ongoing, and feedback shall occur on a regular basis. An employee's direct supervisor and/or Division Manager is responsible for evaluating employee's work and monitoring employee's performance on an informal minimum quarterly basis.

The Employer and the Union shall conduct a joint review of the performance evaluation process and make recommendations to the Executive Director. The Executive Director will make the final determination on the evaluation process. The initial review will occur in 2019 and on an as needed basis thereafter.

Evaluations must have clear set of guidelines for the supervisor or Division Manager, to follow to that all employees receive consistency. Evaluations shall reflect work actually performed, taking into account the working conditions throughout the year. Examples of working conditions include, but are not limited to inability to access needed workplace tools and adequate workspace. Evaluations will have clear and attainable performance goals.

A supervisor's formal evaluation of an employee should be as objective as possible and shall be distinguished from disciplinary action. Individual ratings on an evaluation should be supported by written comments. All written comments should be specific and include examples that occurred within the period covered by the evaluation. This should be done for both positive and negative ratings and comments.

A. Probationary Employees

A probationary employee shall receive an evaluation prior to the completion of three (3) months and six (6) months employment as either a new, transferred, demoted or promotional employee. An employee who has had his/her probationary period extended shall receive an evaluation prior to completing the first forty-five (45) days of the extension and by the end of the three (3) months extension. If the Employer fails to give a probationary employee his/her evaluation by the completion of the six (6) months probationary period or by the end of the nine (9) months extended probationary period, the employee shall be deemed to have completed probation and gained regular status.

The Employer reserves the right to terminate a probationary employee at any time during the six (6) months or extended nine (9) months probationary period. Such termination can be made without notice, without cause, and except for alleged discrimination, is not subject to the grievance procedures.

B. Regular Employees

Regular employees shall receive an evaluation annually, on the anniversary date of the completion of their probationary period, or adjusted review date, or as soon thereafter as practicable. An annual performance evaluation shall be conducted by the employee's immediate supervisor and reviewed by additional levels of supervision. Evaluations will be shared by supervisor or Division Manager with the employee prior to be submitted. This allows opportunity for the employee to give feedback on the evaluation. The Employer will take the feedback into consideration and may make changes or adjustments to the performance evaluation accordingly prior to be submitted.

Employees will be sufficiently notified of the upcoming annual review and will be provided an opportunity to prepare a brief "Recap of Accomplishments" report outlining their achievements during the review period. Employees are responsible for submitting this report to their supervisor with sufficient time for the supervisor to meet the deadline requirements of this section. The employee's brief "Recap of Accomplishments" will be considered in the supervisor's development of the employee's formal review.

C. Step Increases

1. Probationary Period

Performance evaluations will be used as the primary basis for determining if an employee is eligible to receive a salary increase at the successful completion of six (6) months or if the probationary period is extended nine (9) months of employment.

2. Annual Anniversary Date

Performance evaluations will be used as the primary basis for determining if an employee is eligible to receive a salary increase at the successful completion of their annual review date within a specific functional assignment.

If either a probationary or annual evaluation results in a wage increase, it will be retroactive to the employee's anniversary date. Based on the salary step(s) on Attachment A, employees will receive at least one salary step for an evaluation, with the exception of an evaluation that reflects less than an overall rating of standard, provided the funding stream supporting the salary can sustain the increase. The Executive Director will determine the

level of salary steps to be increased. If an individual who received a standard or above evaluation and did not receive a step increase solely due to lack of funding and funding becomes available, the Executive Director will give those employees at least a one step increase and may increase multiple steps at the next evaluation.

D. Special Evaluations

The Executive Director, at any time, may place an employee on a special evaluation period. This special evaluation period can not be for less than 30 days nor be longer than 90 days. Employees that successfully complete a special evaluation period are not necessarily eligible to receive any type of salary adjustment.

E. Completion Timelines for Evaluations and Salary Adjustments

1. Prior to annual evaluations, the supervisor or Division Manager must have observed the employee's performance for at least three (3) months in that evaluation period. If extended leave or other circumstances prevents the supervisor from observing three (3) months of performance, the performance evaluation shall be conducted in coordination with additional levels of supervision that have observed the performance.
2. Completed evaluations, (signed by the Executive Director), must be issued to the employee within thirty (30) calendar days of his/her probationary completion date or anniversary date. If the employee indicates a desire to meet with the Executive Director or Division Manager and discuss his/her evaluation, this timeline may be extended up to an additional thirty (30) days. This procedure presumes that the employee will be available to participate in the evaluation process.
3. Any salary adjustment must be implemented within 2 pay periods from the date the Executive Director signed the employee evaluation.
4. Employees shall be given the opportunity to make signed written comments on, or attached to, the evaluation, which shall be made part of the employee's personnel file.

Failure to adhere to these guidelines will be subject to the grievance procedures.

F. Evaluation Appeals

1. Overall "Standard" Evaluation

An employee at his/her discretion may submit a written comment to an overall satisfactory evaluation. The Employer's response or non-response to the employee's comment on an overall satisfactory evaluation shall not be subject to the grievance procedure.

2. Overall "Unacceptable" or "Short of Standard" Evaluation

An employee may submit a written response and/or request to meet with the Executive Director or Division Manager regarding an overall unsatisfactory evaluation. The Executive Director's written decision on the evaluation is final and binding and is not itself subject to the grievance procedure, unless the evaluation results in a reduction in wages, demotion, or discipline.

3. Grievance Procedure Not Available for Evaluation Process

The evaluation process and the evaluation itself is not subject to the grievance procedure. Any reduction in wages, demotion, or discipline resulting from an evaluation is subject to the grievance procedure.

SECTION 14. LAYOFFS

A. Staff Reduction or Layoff

Staff reduction or layoff may be necessary based on the following circumstances:

1. Budgetary, funding, or programmatic problems which require the deletion of positions or programs, or the consolidation or reclassification of positions or a workforce reduction.
2. A WDB reorganization for purposes of economy, effectiveness, efficiency, or other reasons or purposes.
3. Seniority shall be defined as the total length of service with the Employer, excluding unpaid leaves of absence.

B. Procedures

If the Employer considers it necessary to reduce its workforce, it will determine the functional assignments within classifications and number of bargaining positions to be reduced. Such layoffs may be necessary based on budgetary, funding or program problems which require the deletion of program assignments or the consolidation or reclassification of assignments, or a workforce reduction. The Employer will layoff the least senior employee in the functional assignment subject to a work reduction and not on a classification wide basis; additional layoffs in the same functional assignment will occur in relative order of seniority. On that basis, employees who have previously performed satisfactorily or can otherwise demonstrate the knowledge, skills and abilities to perform in a position which will be retained, may “bump” back into that functional assignment. However, when the employee desiring to “bump” back has not served in the functional assignment to which he/she desires to be “bumped” back to, that employee shall serve on a probationary basis in that functional assignment. This probationary basis shall be distinguished from that accorded to newly hired employees and will not affect that employee’s obligation to meet the requirements of the Union security provision hereof. The Employer’s determination of that employee’s skills and abilities and fitness for the desired assignment shall be final and binding and not subject to the grievance procedure. Notwithstanding their qualifications, an employee currently under a plan of correction may be laid off prior to other employees in the same functional assignment and classification. Probationary employees in bargaining unit functional assignments within a classification shall be laid off before any regular bargaining unit employees. Regular employees scheduled for lay off shall be given written notice of such layoff at least fourteen (14) calendar days prior to the effective date of the layoff. Staff being laid off on an emergency basis shall be given at least seven (7) calendar days notice.

C. Consultation

Concurrent with sending notice to affected employee(s), if not sooner, the Employer shall notify the Union of impending layoffs. Such notice shall constitute an offer to consult with

the Union to determine if any feasible alternatives to layoff exist. The Union may request, and the Employer shall grant consultation thereon, provided said request is made within seven (7) days of notification. Failure to make a timely request shall be deemed a waiver of the right to consult regarding the noticed layoff.

D. Bumping

In lieu of being laid off, an employee who is not on a plan of correction may:

1. Request to move to a vacant functional assignment in a classification with a lower pay rate if the employee has performed in the vacant functional assignment, or can otherwise demonstrate that he/she is qualified to perform the duties of that functional assignment; or
2. An employee not on a plan of correction may bump or displace another employee with less seniority in a same classification in which he/she has previously served a successful probationary period with the Employer, or can otherwise demonstrate that he/she is qualified to perform the duties of that functional assignment.

E. Re-Employment

If a vacancy occurs in a functional assignment in which there is a layoff, within eighteen (18) months of the layoff, the employer shall first resort to the re-employment list before filling said vacancy through recruitment. If a laid-off employee on the re-employment list has been previously qualified for a vacant functional assignment, that employee will be offered, in reverse order of layoff, an opportunity to fill that functional assignment before it is filled through recruitment other than from the re-employment list.

Laid off employees who have not previously been qualified for a vacant functional assignment, and who are not on a plan of correction, and who are on the re-employment list shall be notified and given an opportunity to apply for vacant positions on the same basis as recruited employees. Copies of said notification(s) shall be mailed by the Employer to the last known address of laid off employees on the re-employment list. The Employer shall have no other obligation to notifying such employees.

If an employee on the re-employment list does not respond within three (3) working days from receipt of the notice of vacancy, or if the notice is returned as undeliverable or if the employee declines the opportunity, his/her name shall remain on the re-employment list for eighteen (18) months from the date of his/her layoff. Only after the eighteen months have been exhausted, will the employees name be removed from the re-employment list.

F. Voluntary Quits

Any employee who proposes to resign shall give two (2) weeks notice to the Employer.

SECTION 15. PERSONNEL FILE

A. Employee Personnel File

An Employee Personnel File (“EPF”) containing all materials pertinent to the employment and performance of each employee, but not the Employer’s internal communications with its counsel, shall be maintained by the Employer’s HR Specialist. Non-confidential material contained in this file will consist of 1) items reviewed and/or issued to the

employee; and 2) that are either signed by the employee or have a place for the employee to sign signifying that the material has been provided. Should an employee refuse to sign any document that is to be placed in this file, the supervisor and HR Specialist will make such a notation and date and initial the form. This EPF shall be available upon the employee's or the Union's request at reasonable times for inspection in the presence of the Employer's designated representative. Under this provision, each person inspecting the EPF shall sign a log which the Employer will maintain.

B. Status Change Notification

It is the employee's obligation to notify the Employer in writing of any change in the employee's name address, telephone number, tax status, marital status (for benefit and tax withholding purposes only), addresses and telephone numbers of dependents and spouse or former spouse (for insurance purposes only), beneficiary designations for insurance, disability, and pension plans, person(s) to be notified in case of emergency, and any factors that affect the employee's ability to carry out his/her duties.

C. Performance Material

All material relating to an employee's performance shall be signed by the Employer's designated representative and a copy of such material shall be provided to the employee. The employee shall acknowledge receipt of a copy of such material by signing the copy to be filed in the EPF. The employee's signature thereon signifies that the employee has been provided the material and has read it.

D. Disagreement Statements

An employee may have placed in his/her EPF a written statement of disagreement to any material in the EPF and this statement shall be attached to the material in question. The employee, upon request, shall be given a copy of any material in the EPF.

E. Future Material Placed in the EPF

After the effective date of this Agreement, all future material placed in the EPF that the Employer and employee agree is incorrect, will be corrected or removed.

F. Confidentiality of Employee Health, Medical and/or Performance Evaluation Information

The Union and Employer agree that in the interest of protecting all employees' right to privacy, any information concerning an employee's health/medical situation, job performance and/or formal personnel evaluations, which the employee does not make public, will be maintained as private information, with exception of the employee's or Union's request as outlined in Section 17.A.

SECTION 16. DISCIPLINARY ACTION

Employees shall only be disciplined for just cause. Prior to the disciplinary action, the employer will conduct a fair and unbiased investigation. If the investigation requires the employee to be placed on administrative leave during the investigation, the administrative leave shall be paid leave.

The President/Executive Director, the Division Manager, and/or employee's immediate supervisor may discipline an employee covered by this Agreement provided that the Due Process and Skelly Rights are followed.

The disciplinary process is designed to provide a structured corrective action process. Progressive discipline is a disciplinary process where the penalties increase with repeat occurrences intended to correct the conduct rather than punish employees. The Employer will provide a verbal warning/counseling prior to beginning the progressive disciplinary process – the warning/counseling is not considered discipline. The Employer shall use progressive discipline as follows:

1. Letter of Reprimand
2. Reduction of One Salary Grade/Step
3. Unpaid Suspension
4. Termination

The President/Executive Director, the Division Manager, and/or the employee's immediate supervisor reserves the right to repeat disciplinary steps depending on the facts of each situation and the nature of the offense.

WDB may discipline any employee covered by this Agreement provided that Due Process and Skelly Rights are adhered to. This section is subject to the grievance procedure.

A. Disciplinary Procedures

1. Notice of Intent to Discipline

A notice of proposed disciplinary action shall be promptly served to the employee either in person or by certified mail, return receipt requested. The notice shall include the following information:

- a. Effective date of the disciplinary action;
- b. Statement of the nature of disciplinary action;
- c. Statement of the cause for disciplinary action;.
- d. Statement that a copy of the materials upon which proposed disciplinary action is based is attached or available to the employee or by the employee representative;
- e. Statement advising the employee of the right to respond to the charges either verbally or in writing to the immediate supervisor or Division Manager proposing the action prior to its effective date, including the time within such response must be made (at least 10 calendar days from the date the notice is received). Failure of the employee to make a written or oral response will constitute waiver of the right to respond; and
- f. A Plan of Correction – if the Employer requires corrective action by the employee, the Employer will work collaboratively with the employee to

develop a corrective action plan with mutually agreed upon steps to achieve the goal(s).

A copy of all proposed disciplinary action will be provided to SEIU Local 1021.

2. **Skelly Hearing**

Employees have the right to a Skelly hearing for each disciplinary action. If the employee elects to respond in person, a meeting shall be scheduled with the immediate supervisor and/or Division Manager and the HR Specialist, at which time the employee shall be given the opportunity to respond to the proposed action. The employee shall be entitled to be represented by an SEIU Field Representative and/or one of the stewards at the Skelly meeting. The immediate supervisor and/or Division Manager may reduce or revoke any or all of the charges contained in the proposed disciplinary recommendation. After a brief consultation by the immediate supervisor and/or Division Manager and the HR Specialist, the employee will be provided notification of the disciplinary action, if any, that will be recommended to move for possible action by the President/ Executive Director.

3. A copy of the final signed disciplinary action will be given to the employee and placed in the employee's personnel file.

B. Reasons for Disciplinary Action

An employee may be disciplined for various reasons, including but not limited to the following:

1. Absence without proper authorization;
2. Excessive Tardiness;
3. Dishonesty;
4. Conviction of a crime of a serious nature: a crime of a serious nature means conviction of a felony or misdemeanor involving moral turpitude. A plea or verdict of guilty for a charge of a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this section;
5. Inefficiency;
6. Insubordination;
7. Violation of any of the provisions of the WDB Personnel Policy or WDB authorized standard operating procedures;
8. Violation of the WDB computer network procedures;
9. Incompetence;
10. On-the-job, non-work related interference with other workers;

11. Fraud in securing employment;
12. Discourteous, offensive, or other inappropriate behavior during work hours toward fellow employees, supervisors, clients, students, or members of the public;
13. Use of sick leave in a manner not authorized by the Personnel rules;
14. Negligence or willful misconduct resulting in damage to WDB property or waste of supplies while on duty;
15. Neglect of duties, failure to perform duties; and
16. Failure to maintain the confidentiality of sensitive WDB information.

In situations of gross misconduct, the progressive disciplinary process may not apply and the employee may be subject to direct termination.

C. Appeal Process

Any employee may appeal any discipline by filing a Grievance in accordance with Section 19 of this Agreement. Grievances filed in accordance with Section 19 of this Memorandum of Understanding must be filed within ten (10) working days after receipt of written notification of disciplinary action.

D. Union Representation

An employee covered by this Agreement shall have the right to have a Union representative present at any meeting with supervisors or management representatives, which is investigatory and potentially disciplinary in nature in accordance with Section 3500 et seq., of the California Government Code. The Employer will advise the employee of such rights (i.e., whether the interview may result in discipline) before any such meeting. If the employee chooses not to have a Union representative present, the right to do so is deemed waived. If the Employer has notified the employee that the meeting will not result in discipline, there shall be no requirement of Union representation.

SECTION 17. GRIEVANCE PROCEDURE

A. Purpose

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee who may submit or be involved in a grievance.

B. Definition

A grievance is a claim or complaint over the interpretation, application, or compliance with established Personnel Rules and Policies that fall within the scope of representation according to the Meyers Miliias Brown Act, this MOU, or an allegation by an employee or a group of employees the WDB has taken disciplinary action without just cause or any action of the employer pertaining to wages, hours or working condition.

C. Eligibility

Any regular or probationary employee covered by this Agreement may use this procedure to the extent permitted by this Agreement. Newly hired probationary employees shall not have the right to use this grievance procedure regarding termination or other disciplinary action taken against them by the Employer, and a promoted probationary employee shall not have the right to use this procedure regarding his/her termination or demotion by the Employer, except when the action is alleged to have occurred as a result of discrimination as defined in the Agreement.

D. Procedures

Step 1 Informal Grievance to Supervisor

The parties consider it most desirable to settle grievances informally and promptly. Grievances (as defined in 17.B) may initially be taken up verbally by the employee and the immediate supervisor in an attempt to settle the matter on an informal basis. The scheduling of the informal meeting shall occur within 5 working days of notification of the grievance. The meeting will be held at the earliest possible availability of both parties. If the informal process does not resolve the matter, the moving party may proceed to Step 2 as described herein.

Step 2 Written Grievance to Executive Director

If the grievance is not resolved through the informal process, it may be submitted in writing to the Executive Director/HR Specialist. The written grievance will be sent within ten (10) working days after the Informal Process is completed. The written grievance shall contain a statement of the grievance, the violation/s as defined in Sec. 17(B), and remedy however, the union shall have the opportunity to submit additional evidence or further arguments in support of the grievance at any stage in the grievance procedure. The Executive Director shall contact the Union to schedule a meeting to hear the grievance within the (10) working days after receiving the written grievance. The Employer will provide a written response within (10) working days after the Grievance Hearing. Either party may bring witnesses or relevant documents that may provide insight into the grievance or solution.

Step 3 Adjustment Board

If the grievance is not resolved at Step 2, the Union may submit a written notification to the Executive Director informing intent to move the Grievance to Step 3 within ten (10) working days after Step 2 is completed. The Adjustment Board shall consist of one (1) representative (not a WDB employee) selected by the Union, one (1) representative selected by Management, and a mediator from the State Mediation Conciliation Service (SMCS). The Union will notify SMCS. The Adjustment Board shall attempt to convene within twenty-five (25) working days of the timely request to the SMCS. The Adjustment Board shall conduct an informal hearing, including testimony of witness(es) and relevant document(s). A majority vote by the Adjustment Board shall result in a written advisory opinion, which shall include a brief rationale, and issued to the parties. The Union

may appeal the grievance to Step 4 - Arbitration, by providing written notice to the other party within fifteen (15) working days from the date the Adjustment Board's written recommendation is received.

Step 4

Binding Arbitration

If the grievance is not resolved at Step 3, it may be submitted in writing for Arbitration to the Executive Director within fifteen (15) working days after Step 3 is completed. Failure to request Arbitration in a timely manner shall result in the grievance being considered dropped and the right to arbitrate waived. Upon receipt of a written request for arbitration of a grievance under this procedure, the Employer and the Union shall attempt to select a mutually acceptable, impartial arbitrator.

In the event that the parties cannot agree on an impartial arbitrator within fifteen (15) days after receipt of the written request for arbitration, either party may request the State Mediation and Conciliation Service (SMCS) to submit a list of five (5) arbitrators. Within seven (7) calendar days after receipt of the list and notification to both parties, the parties shall meet to select the arbitrator. The parties shall alternately strike a name from the list until one arbitrator's name remains. The question of which party shall strike the first name shall be determined by a flip of a coin with the winner exercising the option of striking first or second.

Unless the time limits contained in this provision are extended by mutual agreement, the party who does not abide by the time limits shall be considered in default and the other party shall be permitted to unilaterally select the arbitrator.

Any fees or expenses of the arbitrator, including the cost of the original transcripts, if any, and any SMCS fees shall be shared equally by the parties involved. If the Employer makes the request for the list, the Employer must receive Union's share of the SMCS fee required to obtain a list of arbitrators prior to requesting a list of arbitrators. If the Union makes the request for the list, the Union shall receive the fee from the Employer. All other expenses and costs including, but not limited to, costs of representation, fees for witnesses, and similar costs incurred by the parties during such arbitration will be the responsibility of the party incurring the cost.

The decision of the arbitrator shall be final and binding upon the parties and shall be issued in writing within thirty (30) days of the Arbitration hearing. The arbitrator shall have no authority to alter, adjust or modify the terms of this Agreement.

E. Time Limits

1. Time limits at each step of the grievance process may be extended or waived by mutual written agreement of the parties involved.
2. Failure of the Employer to reply to a grievance within the specified time limits automatically grants the grievant the right to process the grievance to the next step.

3. If the grievant fails to refer the grievance from one step to the next step within the specified time limits, the grievance shall be considered settled on the basis of the last decision.

SECTION 18. NO DISCRIMINATION

- A. Neither the Employer nor the Union shall discriminate against any employee or applicant for employment on account of race, color, creed, or religion, national origin, gender, age, sexual preference, marital status, physical or mental handicap, HIV/Aids status, or political affiliation.
- B. The Employer agrees not to discriminate against any employee because of membership in the Union or because of any activities on behalf of the Union. The Union agrees not to discriminate against any employee because of lack of Union membership or lack of activities on behalf of the Union.

SECTION 19. SALARY COMPENSATION

- A. **Appointment Step for New Employees**
Normally new and/or promoted employees will be appointed to the initial step of the salary range in effect for the particular classification in which the appointment is made. When circumstances warrant, the Executive Director may authorize the filling of the position at a step which is higher than the initial recruiting step in the salary range.
- B. **Salary Ranges**
 1. The ten (10) step salary ranges for classifications represented by the Union are listed in Attachment A of this Agreement.
 2. These salary ranges agreed to by the Union and the Employer will be in effect for the period October 1, ~~2022~~ 2024 through September 30, ~~2024~~ 2026.

~~Attachment A will reflect a three percent (3%) increase for thirteen pay periods, beginning October 1, 2022, and a two percent (2%) increase beginning April 1, 2023, for thirteen pay periods.~~

Attachment A will reflect a cost-of-living adjustment (COLA), as set by Social Security Administration, of a three-point-two percent (3.26%) increase for twenty-six pay periods, beginning October 6, 2024.

~~Attachment A will be revised and replaced on October 1, 2023, to reflect a two percent (2%) increase and remain in effect through September 30, 2024.~~

Attachment A will be revised and replaced on October 5, 2025, to reflect an increase equaling Social Security Administration's COLA increase for 2025 will begin October 1, 2025 for twenty six pay periods and remain in effect through September 30, 2026.

Due to salary survey review, a one-time \$2,000 increase will be added to the base pay of Step 1 of each classification within Specialist I and II levels on October 6,

2024.

C. **Method for Conducting Future Salary Surveys Negotiations**

In order to ensure the WDB remains both financially competitive and solvent in the competing and surrounding markets, the following process and classifications will be used to conduct a survey:

1. ~~The Employer and the Union will meet and agree on the survey tool to be used for the Program Year 2012 Salary Survey.~~ The survey for each program year will be limited to the Admin/Program Specialist II classification and the Admin/Program Technician II classification. The Union and the Employer will meet at least 120 days prior to the end of this Agreement and determine the comparable agencies to be included in the Salary Survey. It is agreed that the comparable agencies used for this survey will be as follows:

The Employer and the Union will each select two Workforce Development Agencies to be included in the survey as well as the County of Solano.

2. The Employer's HR ~~Specialist Manager~~ and/or designee will be responsible for conducting the survey among the agreed to comparable agencies.
3. The HR ~~Specialist Manager~~ and/or designee will be responsible for analyzing the results of the surveys and preparing a comparison chart. The comparison chart, as well as the overall and individual survey results will be shared with the Union.

In addition, the HR Manager and/or designee will pull the federal cost-of-living adjustment (COLA), as developed by the Social Security Administration.

The COLA will be used to guide the determination of a cost-of-living increase for WDB employees. The salary survey will be used to guide the determination of whether represented staff's salaries are competitive in the labor market compared to government and non-profit workforce agencies.

D. **Specific Project Salary Adjustments (for Interim Project Lead Assignments)**

1. At the sole discretion of the Executive Director, and based on the need of the agency, interim Project Lead Assignments may be created in the Admin/Program Specialist II classification. These assignments would provide the designated employee an opportunity to lead a specific project within the division or unit of the agency, and would also provide the employee with an opportunity to develop/enhance their coordination skills, and/or supervisory abilities.
2. Employees appointed to these interim assignments, will receive a 5% upward salary adjustment over their regular salary for the period they are performing the lead functions. Once the temporary assignment is completed, they will return to their regular salary.
3. Employees designated to a interim project lead assignment must receive prior written notification from the Executive Director, via the HR Specialist. This official notification will confirm the employee's appointment to the project, the start and

end date of the project as well as the employee's interim salary adjustment. A copy of this notification will also be placed in the employee's Personnel file. Under no circumstances can anyone other than Executive Director (i.e., employee Supervisor or Division Manager) assign an individual to an interim project lead assignment. The appointment or non-appointment to an interim lead assignment is at the sole discretion of the Executive Director and is not subject to the grievance procedure.

SECTION 20. EMPLOYMENT STATUS CHANGES

A. Promotion

Promotion from within is advancement from one classification covered by this Agreement to another classification covered by this Agreement with a higher salary range. An employee who is promoted shall be placed on the wage schedule applicable to the new position, but in no event shall he/she receive an increase of less than five percent (5%) in compensation.

Incumbent employees promoted to new classifications covered by this Agreement will be required to serve a new six (6) month probationary period. Promotion to positions not covered by this Agreement are not subject to this Agreement, including the grievance procedure.

B. Demotion

Demotion is movement from one job classification covered by this Agreement to another classification covered by this Agreement with a lower salary range. A demotion may occur as a voluntary request by the employee to move to a vacant functional assignment with the approval of the Executive Director, as well as based on the result of disciplinary action or as a result of bumping due to layoff. Demotion from a functional assignment not covered by this Agreement is not subject to this Agreement including the grievance procedure. Incumbent employees who are demoted to a lower classification in which they have not demonstrated their ability to adequately perform the essential functions of the functional assignment, must serve a six (6) month probationary period in the new functional assignment.

C. Transfer

Transfer is movement of an employee from one functional assignment in a classification covered by this Agreement to a different functional assignment within the same classification. Incumbent employees who transfer to a new functional position in which they have not previously demonstrated their ability to adequately perform the essential functions of the functional assignment must serve a six (6) month probationary period in the new functional assignment. Employees who transfer prior to completing an initial six (6) month probationary period with the Employer will begin a new six (6) month probationary period at the time of the transfer. Should there be a budgeted vacancy, an employee who transfers to a new functional assignment and does not pass probation, for reasons other than gross misconduct or placed on a plan of correction, may return to their former functional assignment.

D. Lateral

A lateral is movement of an employee in the same functional assignment covered by this Agreement to a different program or project operated by the Employer. Since there is no significant difference between the functional assignments no additional probationary

period is required at the time the lateral takes place.

E. Posting of Open Functional Assignments

The Employer has the right to choose which employee, if any, will be transferred, lateraled, or promoted into any vacant functional assignment. The Employer will post all positions internally for five (5) working days before posting positions externally, unless mutually agreed upon by the Employer and Union. An internal and/or external recruitment notice will be posted for at least five (5) working days or longer at the Employers discretion, on official Employer designated bulletin boards of all functional assignments. The postings shall specify the classification, functional assignment, unit (if relevant), current work location of the vacancy, and time deadlines for candidates to submit a complete application package and cover letter to the HR Specialist expressing their interest in one or all of the posted vacancies. Employees who are on any kind of disciplinary status are not eligible for transfer or promotion into posted functional assignments.

1. Job Notices

The Employer seeks the most qualified candidate to fill job vacancies and encourages internal applicants to apply. The Employer will send the Union Field Representative and Union Executive Board a copy of all recruiting job notices. Employees are responsible for monitoring job vacancy notices and for filing an application with a copy of a current resume. Employees are not required to notify their immediate supervisor when submitting an application for a posted position. If employees are not invited for an interview, their immediate supervisor will not be notified by the HR Specialist and/or Division Manager of their application.

All employees meeting the minimum hiring specifications for the job (with or without a reasonable accommodation), who are not on a plan of correction, and have passed the probationary period of their current position will receive an invitation for an interview. If the employee receives an interview, the employee's immediate supervisor will be notified by the HR Specialist prior to the interview. Under no circumstances shall an employee be retaliated against for interviewing or accepting another position.

SECTION 21. HOLIDAYS AND OTHER LEAVES

A. Paid Leaves

1. Holidays

The following federal and agency authorized days shall be recognized as paid holidays:

New Year's Day	January 1 st
Martin Luther King, Jr's Birthday	Third Monday in January
Washington's Birthday	Third Monday in February
Cesar Chavez Day	March 31 st
Memorial Day	Last Monday in May
Juneteenth	June 19 th
Independence Day	July 4 th
Labor Day	First Monday in September
Veteran's Day	November 11 th

Thanksgiving Day	Fourth Thursday in November
Friday After Thanksgiving	Fourth Friday in November
Christmas Day	December 25 th

If a recognized holiday, (non-floating), falls on a Saturday, it will be observed on the preceding Friday. If such a holiday falls on a Sunday, it will be observed on the next Monday. Recognized holidays are not considered time worked in the computation of overtime. An employee whose regularly scheduled day off falls on a recognized holiday shall be credited with accrued holiday leave equivalent to the number of hours they would have been scheduled to work that day.

Floating Holidays – In addition to recognized holidays, regular full-time employees will receive four (4) Floating Holidays, which must be taken in the fiscal year or lost. Part-time employees receive prorated Floating Holidays. New hires will receive prorated Floating Holidays, based on their hire date. Under this Agreement, Floating Holidays cannot be carried over from year to year, nor are they cashed out at the time of termination.

2. Vacation

Regular full-time employees will accumulate vacation leave based on the following schedule:

Length of Employment	Annual Accrued Vacation Time	Hours Accrued Each Bi-Weekly Pay Period
0 through 2 Years	80 hours	3.08 hours
3 through 5 Years	120 hours	4.62 hours
6 through 10 Years	168 hours	6.46 hours
11 through 15 Years	192 hours	7.38 hours
16 Years and Above	200 hours	7.69 hours

Regular employees shall accrue vacation at the above rate or at a prorated level, beginning with the first day of employment with the Employer. Employees may begin to use accrued vacation leave after having successfully completed their initial six (6) month probationary period of employment. An employee who voluntarily quits, is terminated, or is laid off with an accrued vacation leave balance shall be paid said balance in his/her final pay check.

During years one (1) through seven (7) an employee ceases to accrue additional vacation time, once they have reached a vacation balance of 200 hours. Beginning year eight (8) and thereafter an employee ceases to accrue additional vacation time, once they have reached a vacation balance of 224 hours.

Regular part-time employees will accrue vacation based on a proration of the actual number of non-overtime hours worked in the pay period. Thus, an employee whose regular work schedule is one-half (1/2) the normal full-time schedule shall accrue

vacation at one-half (1/2) the full time rate, which can be used upon completing the initial probationary period.

Vacation leave for more than four (4) hours must have prior approval from the employee's immediate supervisor. Supervisors shall respond to an employee's request for more than four (4) hours vacation leave, within ten (10) working days of the request being submitted to the supervisor via the Employer's online time off request system, providing the request is no more than 150 days in advance and the employee has or will have the accrued time available.

Vacation requests will not be denied solely based on the duration of the time requested by the employee.

3. Sick Leave

Sick leave shall apply only to instances wherein an employee or family member because of illness or injury is unable to report to work to perform his/her regular duties. Illness is defined as any pronounced deviation from a healthy state or exposure to contagious disease, which makes it disadvantageous to the employee and/or the Employer for the employee to report to work.

Sick leave is also available for employee use due to illness or injury of a family member. "Family" for purposes of this provision is defined as parents, legal guardian, children (including adopted, foster and stepchildren), spouse, siblings, and/or a person permanently residing in the employee's household as a dependent or person assuming the role of spouse grandparent, grandchild and registered domestic partner.

Employees are to contact their immediate supervisor no later than the first hour of their scheduled work day informing him/her that they are unable to report to work due to their own illness or that of a family member. If the employee knows that the immediate supervisor is scheduled off that day, the employee is responsible for contacting the Division Manager or the HR Specialist.

Regular employees will accrue sick leave at a rate of 3.69 hours per pay period or at a prorated level beginning with the first day of employment.

Sick leave may accumulate from year-to-year to a maximum equivalent of two and a half (2 ½) years' accrual. Sick leave may be used only for illness or injury, medical and/or dental appointments of the employee, or a family member as defined by this section and are subject to the approval of the employee's immediate supervisor. Leave requests in excess of five (5) working days require the approval of the HR Specialist.

Regular part-time employees will accrue sick leave proportionate to the number of hours scheduled work. Overtime work is not included in the calculation of sick leave.

If an employee has been absent on sick leave for more than (5) consecutive work days, he/she must provide a medical practitioner's release to return to work to the

HR Specialist when he/she returns to work. The employee will not be returned to work without such a release and the failure to return such an employee to work absent a release shall not be subject to the grievance procedure.

If the Employer has a reasonable suspicion for believing that an employee is abusing sick leave, the employee may be put on notice that medical verification will be required for all future uses of sick leave, for a specific period of time not to exceed one (1) year.

Employees who engage in any type of gainful business or employment activities while on sick leave during their scheduled WDB work hours will be discharged.

4. Bereavement Leave

Employees shall be entitled to four (4) days of paid bereavement leave, not chargeable to vacation or sick leave in the event of the death of one of the following members of the employee's family; parent, grandparent, natural, step, adopted children and grandchildren of the employee; natural and step brothers and sisters of the employee; present spouse or person assuming the role of spouse of the employee; ex-spouse who is a natural parent of a minor child in the custody of the employee; natural and step parents and grandparents of the employee's spouse; natural brothers and sisters of the employee's spouse; present spouses of the employee's natural brothers and sisters; son-in-law and daughter-in-law of the employee.

Such leave shall be a maximum of thirty-two (32) hours paid leave which can be used over a 10 day period, whether services are within or outside of the State of California. Employees desiring more time off under these circumstances may request vacation or other appropriate leaves, which may or may not be granted at the sole discretion of the immediate supervisor, and as long as that additional leave does not pose a hardship for the Employer. If the requested additional leave is denied, that denial is not subject to the grievance procedure.

Bereavement leave must be verified by the HR Specialist, and supportive documentation of a request for bereavement leave may be required.

5. Jury Duty

When an employee covered by this Agreement is summoned to jury duty by proper judicial authorities, he/she shall be granted "other paid time off" not to exceed thirty (30) calendar days. The employee will receive his/her regular salary less the payment received for jury duty, except travel pay. The employee shall be expected to report to work before or after jury duty if one (1) hour or more of the work day remains, excluding travel time from the courthouse to the employee's assigned work location. If an employee is absent from work due to a jury summons, the employee must provide the court documentation to the HR Specialist demonstrating that jury service has been ordered and that the employee participated in the jury selection process or served on a jury.

This provision is not applicable to an employee's appearance in litigation as a litigant or witness. However, if an employee is required within the scope of his/her

employment to appear in litigation as a witness on behalf of the WDB, he she will be paid his/her regular salary.

6. Military Leave

Any employee ordered into the armed forces of the United States by virtue of draft or reserve obligations shall be granted an unpaid leave of absence for the duration of the military assignment. Employees on military leave will continue to accrue service time, vacation and sick leave benefits for up to fifteen (15) working days within a calendar year.

Upon completion of military service, the employee will be reinstated with full seniority to his/her former position or to a comparable position if application for re-employment is made within ninety (90) calendar days of release from the service. This provision is not applicable to employees who voluntarily enlist in the armed services. Such enlistment shall be considered a voluntary quit/resignation.

An employee who is a member of the National Guard or of a reserve component of the armed forces shall, upon furnishing a copy of their official orders or instructions to the HR Specialist, be granted an unpaid military training leave. Upon presentation of military pay vouchers to the HR Specialist, employees will be reimbursed the difference between their normal compensation and the pay they receive while on military duty. Such compensation will be limited to fifteen (15) days per year.

B. Unpaid Leave

It is the policy of the Employer to consider and possibly grant an unpaid leave of absence to regular employees in good standing who meet the requirements. There are two types of allowable unpaid leaves: medical and personal.

1. General Provisions

Unless required by statute, regular employees on unpaid leaves of absence do not accrue service time, or vacation and sick leave benefits while on unpaid leave. Eligibility for benefits, and the calculation of service time, resumes immediately upon return from the leave.

An employee requesting an unpaid leave of absence must submit the request to his/her supervisor and Division Manager at least 30 days prior to the desired commencement of the requested leave via the Employer's online time off request system. If the request is agreed to by the supervisor, and Division Manager, it will be forwarded to the Executive Director for consideration and approval/denial. The employee will be notified within seven (7) working days of the submission of their leave request if it has been approved/denied by the Executive Director.

In cases of sudden illness or emergency, the unpaid leave request may be initiated by the employee's immediate supervisor and/or Division Manager. The supervisor or Division Manager must indicate their recommendation on the Employer's online time off request system as to whether the request should be approved, denied or modified.

Authorization of an unpaid leave of absence is the sole discretion of the Executive Director or a person designated by the Employer and is not subject to the Grievance Procedure. Employees released to return to work must report to the HR Specialist upon the start of their normal work schedule, on the day-of-return. If medically related, the employee must provide a Doctor's documentation of release to return and any required employment limitations/accommodations to the HR Specialist. Where applicable, all leave without pay options will be combined and run concurrently.

All unpaid leaves of absence must have a specific duration and return-to-work date determined at the time the leave is granted. Failure to return to work on the determined return-to-work day will be considered as a resignation by the employee. NOTED EXCEPTION: a women's timely return from pregnancy disability leave entitles her to her same job.

An employee who is on an authorized leave of absence and returns to work on their scheduled return to work date will be reinstated to his/her former functional assignment or to a similar functional assignment.

All original requests for a leave without pay, as well as any subsequent correspondence regarding the leave, will be forwarded to the HR Specialist and placed in a confidential employee file.

Employees on an unpaid leave of absence who have automatic dependent health care or additional employee-paid insurance coverage payroll deductions, are responsible for submitting the monthly premiums to the Fiscal department no later than the 1st working day of each month. Failure to do so will result in the termination of all applicable dependent health care or employee-paid insurance coverage.

2. Allowable Unpaid Medical Leaves and Leave Durations

a. FMLA/CFRA Leave

The federal Family Medical Leave Act (FMLA) of 1993 and the California Family Rights Act (CFRA) of 1993 provide up to twelve (12) work weeks of unpaid family/medical leave within a 12-month period. To qualify for FMLA or CFRA, the employee must meet the following criteria:

1. The employee has been employed with the WDB for a total of 12 months of service prior to the commencement of leave. The twelve (12) months of employment must have accumulated within the previous seven years;
2. The employee has worked at least 1,250 hours during the previous 12-month period prior to the commencement of leave; and
3. The employee is employed at a work site where there are fifty (50) or more employees within a 75-mile radius (FMLA only)

4. The employee is employed at a work site where there are five (5) or more employees (CFRA only).

Leave may be taken for one or more of the following reasons:

- a. A serious health condition that makes the employee unable to perform their job (FMLA/CFRA);
- b. To care for a child, parent or spouse who has a serious medical conditions (FMLA);
- c. To care for a spouse, child, parent, domestic partner, grandparent, grandchild, or sibling (CFRA);
- d. Incapacity due to pregnancy, prenatal medical care or child birth (FMLA only);
- e. The birth of a child or placement of a child with the employee for adoption, or foster care (FMLA/CFRA);
- f. A qualifying exigency relating to a close family member's military service (FMLA only);
- g. To care for an ill or injured service member up to 26 weeks per 12-month period (FMLA only).

This unpaid leave of absence will run concurrently with any paid leave or other unpaid medical or parental leave allowed under this Agreement. Employees can choose to use vacation, sick leave, or other accrued paid time off during their FMLA/CFRA leave. If employees have a sick leave balance, they must exhaust their sick leave balance. Employees may additionally be eligible for Paid Family Leave (PFL) wage replacement benefits or other forms of wage replacement during the employee's parental leave. Contact the HR Specialist for any questions regarding FMLA/CFRA leave.

Return to Work from FMLA/CFRA Leave

Before an employee can return to work following a medical leave, a physician must provide certification advising that the employee is able to resume his/her work. An employee must notify the HR Specialist in writing of his/her intention to return to work at least ten (10) days prior to the expiration of the leave. The employee must also provide a physician's statement clearly indicating any type of accommodation or modified work schedule the employee may require upon their return. The anticipated length of the accommodation/modified work schedule must also be specified.

Any employee on FMLA/CFRA leave prior to the execution of this Agreement will continue their previously approved FMLA/CFRA status as designated.

b. Parental Leave

California's New Parent Leave Act provides an employee with up to a maximum of twelve (12) weeks of unpaid Parental Leave within one year of a child's birth, adoption, or foster care placement if the employee meets all of the following eligibility criteria:

1. The employee has been employed with the WDB for a total of 12 months of service prior to the commencement of leave;
2. The employee has worked at least 1,250 hours during the previous 12-month period prior to the commencement of leave; and
3. The employee is employed at a work site where there are twenty (20) or more employees within a 75-mile radius.

The following information applies to parental leave:

- a. The employee has the right to take up to a maximum of twelve (12) weeks of unpaid job protected parental leave within one year of the child's birth, adoption, or foster care placement;
- b. The employee is guaranteed employment in the same or comparable position at the end of the parental leave;
- c. Group health benefits will be maintained during parental leave at the same level and under the same conditions as if work continued (not to exceed twelve (12) weeks over the course of a 12-month period for parental leave). Employees on an unpaid leave of absence who have automatic dependent health care or additional employee-paid insurance coverage payroll deductions are responsible for submitting the monthly premiums to the Fiscal department no later than the 1st working day of each month. Failure to do so will result in the termination of all applicable dependent health care coverage.

Employees can choose to use vacation, sick leave, or other accrued paid time off during their parental leave. If employees have a sick leave balance, they must exhaust their sick leave balance. Employees may additionally be eligible for Paid Family Leave (PFL) wage replacement benefits or other forms of wage replacement during the employee's parental leave. Contact the HR Specialist for any questions about parental leave.

3. Allowable Unpaid Personal Leave

Unpaid personal leave must be pre-approved. The Executive Director, via the immediate supervisor or Division Manager, may grant an unpaid personal leave for up to a maximum of thirty (30) calendar days for extenuating personal or medical circumstances. If employees have a sick leave balance, they must exhaust their sick leave balance prior to utilizing unpaid leave.

SECTION 22. FRINGE BENEFITS

A. Medical Benefits

Medical insurance coverage is available to all regular employees at the time of hire. Once the plan required waiting period is satisfied, coverage begins. The Employer pays 100% of the premium cost of medical insurance at the Kaiser Gold Plan for the employee, and if requested, twenty-five (25%) of the employee's dependents' premium. Kaiser Gold will be the default medical plan and premium limit the employer will pay. Any remaining

employee or dependent premium coverage is paid by the employee through appropriate payroll deductions. Employees have thirty (30) calendar days from the time of hire to enroll with one of the three providers available or they must wait until the next new open enrollment period.

The Employer and the Union shall conduct a joint review of the WDB healthcare plan regarding options for the employee/employer contribution of premium rates. The initial review will occur in 2023 and shall be discussed in successor SEIU/WDB negotiations scheduled in 2024.

B. Dental Benefits

Dental insurance coverage is available to all regular employees at the time of hire. Once the plan required waiting period is satisfied, coverage begins. The Employer pays 100% of the premium cost for dental insurance for the employee, and if requested fifty percent (50%) of the employee's dependents' premium. Remaining employee dependent coverage is paid by the employee through appropriate payroll deductions. Employees have thirty (30) calendar days from the time of hire to enroll with the WDB dental provider or they must wait until the next open enrollment period.

C. Vision Benefits

Vision insurance coverage is available to all regular employees at the time of hire. Once the plan required waiting period is satisfied, coverage begins. The Employer pays 100% of the premium cost for vision insurance for the employee only. Employee dependent coverage is available under the vision insurance plan, and if selected, is paid by the employee through appropriate payroll deductions. Employees have thirty (30) calendar days from the time of hire to enroll with the WDB vision provider or they must wait until the next new open enrollment period.

D. Life Insurance

Life insurance is available to all regular employees once they complete their initial six month period of employment with the WDB. The Employer pays 100% of the premium cost for the \$15,000 life insurance policy. Additional employee and dependent coverage is available under the life insurance plan, and if selected, is paid by the employee through appropriate payroll deductions.

E. Retirement

The Employer provides a Tax Deferred Annuity (or 403(b)) Retirement Plan. In compliance with the retirement plan guidelines, all qualified and interested employees are eligible to participate.

F. IRS approved Flexible Health Insurance and Dependent Care Plans

Upon hire, employees are immediately eligible to participate in the premium deduction portion of the 125 (Flexible Health Insurance) IRS plan. After an employee has completed their six-month introductory period with the WDB, they are eligible to participate in the flexible spending portions of both the 125 and 129 (Dependent Care Assistance) Plans.

G. Miscellaneous Benefits

Required state and federal benefits and or tax deductions, such as worker's compensation, state disability insurance, unemployment insurance, social security, etc. will be paid by the

Employer or payments will be deducted from employee pay checks.

H. Staff Training and Tuition Reimbursement

The Employer is committed to the professional development of staff and makes every effort to help employees develop their skills and upgrade their performance as an employee benefit.

1. WDB-Sponsored Staff Training

WDB sponsors staff participation in job-related training provided during work hours. Requests for additional WDB-funded training must be approved by the direct supervisor and Division Manager to ensure efficient and equitable use of staff time and available professional development funds. The HR Specialist must receive notification of any staff training attended. Any certifications or licenses obtained from WDB-sponsored training must be given to the HR Specialist and will be placed in the personnel file.

2. Tuition Reimbursement

Employees who have been employed by the Employer for at least twelve (12) consecutive months of active employment may submit written requests for tuition, books and fees reimbursement for pre-approved and completed courses that will upgrade the employee's skills and knowledge and will be beneficial to the Employer. After submitting proof to the Employer of successful completion of the previously approved course(s), an employee may receive up to One Hundred Dollars (\$100.00) reimbursement for tuition, books and fees per course not to exceed \$300.00 per calendar year for completed courses with a grade of "C" or better or successful completion of the course if no grades were given.

Whether the training is considered beneficial to the Employer is within the Employer's sole discretion and is not subject to the grievance procedure.

Reimbursement will only be made upon the employee's submission of:

- a. A written request for professional development reimbursement including an identification of the class(es) to be attended and where, as well as a description of the job-relatedness of the class(es) and how knowledge of the subject area will both enhance the employee's performance and benefit the agency. This request must be submitted prior to the commencement of the class and approved by the employee's immediate supervisor and Division Manager, and authorized by the Executive Director;
- b. Evidence of class enrollment;
- c. A grade report or other formally issued transcript reflecting no less than a "C" grade in the class(es) attended or successful completion of the course if no grades were given; and
- d. Evidence of payment of tuition, books and/or fees by the employee.

All original documents requesting the professional development authorization, as

well as copies of the tuition reimbursement, will be maintained by the Employer's HR Specialist and placed in the employee's Personnel File. The HR Specialist or his/her designee will be responsible for forwarding all original reimbursement requests to the Fiscal Department for payment within ten (10) working days of their receipt.

3. Unpaid Release Time

Unpaid release time from work for up to a maximum of six (6) hours per week including travel time may also be granted to employees who meet the following criteria:

- a. Have been employed for a minimum of two (2) continuous years with the WDB;
- b. Are performing their job at a satisfactory level and have not been on a plan of correction for at least one full year;
- c. There is a direct professional applicability of class(es) attended to employee's current functional job description, job cluster or vocational training area; and
- d. The release time is recommended by the employee's immediate supervisor and Division Manager.

SECTION 23. MISCELLANEOUS

A. Dress Code

In the interest of presenting a professional image to Board clients, partners and the community, all employees of the WDB are required to observe good habits of grooming and personal hygiene. Employees are expected to dress conservatively and professionally in an appropriate manner for the business office.

B. No Strike/No Lockout

Under no circumstances will the Union or its agents cause, sanction, or permit its members to cause any strike, slowdown, stoppage of work, or other economic action directed at any activity of the Employer during the term of this Agreement. An employee who withholds services without the approval, permission or sanction of the Union shall be considered a voluntary quit, without recourse through the grievance procedure. Under no circumstances will the Employer engage in a lockout during the term of this Agreement.

C. Severability

If any provision of the Agreement should be held invalid by operation of law or by any tribunal of competent jurisdictions, or if compliance with or enforcement of any such revisions shall be restrained, the remainder of this Agreement shall not be affected thereby.

D. Workplace Safety

The Employer will provide a safe work environment for all employees.

E. Communication

All WDB employees shall conduct themselves in a professional manner and are expected to communicate clearly and in a way that reflects mutual respect and positive communication.

Under no circumstances is any WDB employee ever to yell, belittle or berate another WDB employee.

F. Policy Changes

The Employer notify the Union of the right to meet and confer on any new or revised policies that affect wages, hours, and other terms and conditions of employment. This is distinguished from general managerial policy decisions. This does not pertain to programmatic policies unless the programmatic policy changes affect wages, hours, and other terms and conditions of employment. The Employer will share information with an opportunity for questions and/or provide training session on all new or revised policies prior to implementation.

G. Compliance Resolution

Should the Employer have issues or concerns of non-compliance of this MOU between SEIU Local 1021 and Workforce Development Board (Employer), the Employer reserves the right to contact the SEIU authorized representative for discussion and resolution. If resolution is not reached, the employer may seek resolution using other administrative processes.

SECTION 24. TERM OF AGREEMENT

This Agreement shall be in effect on October 1, ~~2022~~ 2024 and shall remain in full force and effect to and including September 30, ~~2024~~ 2026. The annual salary adjustment as described in Section 19 B. October 1, ~~2022- 2024~~ and October 1, ~~2023- 2025~~ shall remain in effect through September 30, ~~2024~~ 2026. Thereafter, the Agreement shall automatically renew itself and continue in full force and effect from year to year unless written notice of intention to terminate or modify any provision of this Agreement is given by either party and received by the other no later than one hundred and twenty (120) days prior to its termination date on the close of business of September 30, ~~2024~~ 2026.

SECTION 25. COMPLETE AGREEMENT

During the negotiations culminating in this Agreement, the Employer and the Union each enjoyed and exercised the unlimited right and opportunity to make demands and proposals, counter-demands and counter proposals, with respect to any subject matter in which Section 3500 et seq. of the California Government Code imposes an obligation to bargain.

Unless specifically set forth elsewhere in this Agreement, no further negotiations shall take place on any subject within the scope of bargaining during the term of the Agreement. Consequently, the Employer expressly waives its right to require the Union to bargain collectively and the Union expressly waives its right to require the Employer bargain collectively over all matters in accordance with Section 3500 et seq., of the California Government Code imposes an obligation to bargain, with respect to: (a) matters which are specifically referred to in this Agreement; or (b) matters which were discussed between the Employer and the Union during the negotiations which

resulted in this Agreement; or (c) matters which were within the contemplation or knowledge of the Employer or the Union at the time this Agreement was negotiated and executed. The waiver of the right to “bargain collectively” includes the waiver of the right to require the other party to negotiate, and the right to obtain information from the other party, except to the extent required to enforce the terms of this Agreement or to obtain information required to prepare to bargain for a successor Agreement in a manner and at a time which is timely with respect to such negotiations. Nothing in the Agreement precludes the parties from mutually agreeing to re-open negotiations on any subject. The Employer and Union agree that notwithstanding this provision, either party may require negotiations concerning events that were outside the knowledge of both parties at the time the Agreement was signed.

This Agreement contains the entire understanding, undertaking, and agreement of the Employer and the Union, after exercise of their right and opportunity, and finally determines all matters of collective bargaining for its term.

Changes in this Agreement, whether by addition, waiver, deletion, amendment, or modification, must be reduced to writing and executed by both the Employer and the Union.

SECTION 26. SIGNATURES

IN WITNESS THEREOF, the parties have executed this Agreement.

FOR THE Employer

Workforce Development Board of Solano County, Inc.

By:

_____ Heather Henry, Executive Director	_____ Date
_____ Lauren Bender, HR Senior Manager	_____ Date
_____ Tammy Gallentine, Negotiation Team Member	_____ Date
_____ Fadi Halabi Chris Churchill, WDB Board Chair	_____ Date

FOR THE Union

Service Employees International Union (SEIU), Local, 1021, CTW, CLC

By:

_____ Sonja Rockwell-Jackson, Chapter President	_____ Date
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Dawna Ferneau, Negotiation Team Member	Date
Brian Green, Negotiation Team Member	Date
Lashunda Norris, Alternate Negotiation Team Member	Date
Cynthia Seals-Roper, Negotiation Team Member	Date
David Canham, Executive Director, SEIU 1021	Date
Del Mallory Arlene Taylor, Area Field Director – Region A, SEIU 1021	Date



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

**Salary/Hourly Chart 2024 Oct for SEIU
Attachment A**

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
A/P Specialist II	\$63,326.82	\$64,909.99	\$66,532.74	\$68,196.06	\$69,900.96	\$71,648.48	\$73,439.69	\$75,275.68	\$77,157.57	\$79,086.51
<i>Hourly</i>	\$30.45	\$31.21	\$31.99	\$32.79	\$33.61	\$34.45	\$35.31	\$36.19	\$37.09	\$38.02
A/P Specialist I	\$57,187.66	\$58,617.35	\$60,082.78	\$61,584.85	\$63,124.47	\$64,702.58	\$66,320.14	\$67,978.14	\$69,677.59	\$71,419.53
<i>Hourly</i>	\$27.49	\$28.18	\$28.89	\$29.61	\$30.35	\$31.11	\$31.88	\$32.68	\$33.50	\$34.34

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
A/P Technician III	\$51,560.37	\$52,849.38	\$54,170.61	\$55,524.88	\$56,913.00	\$58,335.83	\$59,794.23	\$61,289.09	\$62,821.32	\$64,391.85
<i>Hourly</i>	\$24.79	\$25.41	\$26.04	\$26.69	\$27.36	\$28.05	\$28.75	\$29.47	\$30.20	\$30.96
A/P Technician II	\$46,880.87	\$48,052.89	\$49,254.21	\$50,485.57	\$51,747.71	\$53,041.40	\$54,367.44	\$55,726.63	\$57,119.80	\$58,547.80
<i>Hourly</i>	\$22.54	\$23.10	\$23.68	\$24.27	\$24.88	\$25.50	\$26.14	\$26.79	\$27.46	\$28.15
A/P Technician I	\$42,201.37	\$43,256.40	\$44,337.81	\$45,446.26	\$46,582.42	\$47,746.98	\$48,940.65	\$50,164.17	\$51,418.27	\$52,703.73
<i>Hourly</i>	\$20.29	\$20.80	\$21.32	\$21.85	\$22.40	\$22.96	\$23.53	\$24.12	\$24.72	\$25.34



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

AGENDA SUBMITTAL

<p>SUBJECT Approval to Match Cost of Living Increase Outlined in the Successor Collective Bargaining Agreement Between SEIU 1021 and Workforce Development Board of Solano County for the period of October 1, 2024 through September 30, 2026 for Non-Represented Staff</p>	<p>MEETING DATE November 15, 2024</p>	<p>AGENDA ITEM IX.C</p>
<p>FROM Heather Henry, President/Executive Director</p>	<p>ACTION NEEDED YES ✓ NO</p>	<p>ATTACHMENTS NONE</p>

SUMMARY

The current Collective Bargaining Agreement between SEIU 1021 and the Workforce Development Board of Solano County for the period of October 1, 2024 through September 30, 2026 outlines a 3.2% Cost-of-Living Increase beginning October 6, 2024. Staff is recommending based on past practice to match the Cost-of-Living Increase for non-represented staff, with the exception of the President/Executive Director.

DISCUSSION

It is past practice to match any salary increases negotiated for represented staff for non-represented staff in order to maintain parity. In the Successor Collective Bargaining Agreement Between SEIU 1021 and Workforce Development Board of Solano County for the period of October 1, 2024 through September 30, 2026, the WBD negotiated a 3.2% increase for represented staff based on the Social Security Administration’s Cost of Living Adjustment for 2024.

ALTERNATIVES

The Board could choose not to provide a matching 3.2% salary increase for non-represented staff; however, that would break past practice and would lead to unbalanced salary increases across staff levels.

REPORT PREPARED BY

Heather Henry, President/Executive Director. Please contact Heather at 707-863-3501 if you have any questions regarding this information outlined in this report.



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

AGENDA SUBMITTAL

SUBJECT Approval to Transfer up to \$24,000 from Financial Reserves to Cash in Treasury to Pay for Fees and Penalties Incurred for a Late Filing of Form 990 for Fiscal Year Ending June 2022	MEETING DATE November 15, 2024	AGENDA ITEM IX.D
FROM Heather Henry, President/Executive Director	ACTION REQUIRED YES ✓ NO	ATTACHMENTS NONE

RECOMMENDATION

It is recommended that the Board approve a transfer of funds from Reserves to Case in Treasury in the amount of up to \$24,000 to pay for fees and penalties incurred for a late filing of Form 990 for Fiscal Year Ending June 2022.

DISCUSSION

Per the Financial Reserves Policy, any amount of transfer over \$10,000 from the Reserves must be approved by the full Board.

The WDB received notification from the IRS in October 2024 that the WDB owed \$23,568 in fees and penalties to the IRS for a late filing of Form 990 for fiscal year ending 2022. Fiscal Year taxes ending in 2022 were completed by the prior Accounting Manager. Although both the extension for filing and the Form 990 were submitted, they were submitted via mail. As of 2020, the IRS will no longer accept paper filings of nonprofit tax documents. As such, both documents were late in being filed. Additional funds may be needed for additional interest charges; therefore, staff are requesting allowability to transfer up to \$24,000.

ALTERNATIVES

Board members could choose not to approve a transfer of reserves to Cash in Treasury. However, federal and grant funds may not be used for fees or penalties.

REPORT PREPARED BY

Heather Henry, President/Executive Director. Please contact Heather at 707-863-3501 if you have any questions regarding the information outlined in this report.



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

AGENDA SUBMITTAL

SUBJECT Review and Approval of the America’s Job Center of California (AJCC) Comprehensive and Affiliate Baseline Certification and Certification Indicators Assessment	MEETING DATE November 15, 2024	AGENDA ITEM IX.E
FROM Juan Prieto, One Stop Operator – California Human Development	ACTION REQUIRED YES ✓ NO	ATTACHMENTS A, B, C, & D

RECOMMENDATION

The America’s Job Center of California (AJCC) Comprehensive and Affiliate Certification for Solano is presented to the full Board by staff and the Planning & Oversight Committee for review and approval.

SUMMARY

The One Stop Operator completed the baseline and affiliate Certification process for Solano’s comprehensive AJCC at 1440 Marin St, Vallejo and the affiliate AJCC at 500 Chadbourne Road, Fairfield. Staff submitted a draft certification to the California Employment Development Department (EDD) by the November 1, 2024 due date. Once approved by the Board, staff will send final certification documents to EDD.

Certification Attachments Include:

- Vallejo Comprehensive AJCC Baseline Certification (Attachment A)
- Fairfield Affiliate AJCC Baseline Certification (Attachment B)
- Vallejo AJCC Certification Indicator Assessment (Attachment C)
- Fairfield AJCC Certification Indicator Assessment (Attachment D)

BACKGROUND

Certification Process

The WIOA requires that the State Workforce Development Board formally certify the local AJCC to maximize quality and consistency of services across the state. Local Boards must use the certification procedures and criteria established by the State Board to certify local AJCCs. WIOA outlines three key requirements for AJCC certification:

- Effectiveness of the AJCC,
- Physical and programmatic accessibility for individuals with disabilities, and
- Continuous improvement.

Each Local Area must have at least one certified comprehensive AJCC that meets all of the requirements outlined in WIOA. Affiliate AJCC’s in a local area are optional. Solano County has two AJCC sites:

- Comprehensive AJCC – Vallejo AJCC
- Affiliate AJCC – Fairfield AJCC

The certification process must be submitted to EDD by November 1, 2024 and certification would take effect January 1, 2025.

The WDB selected the One Stop Operator to coordinate both levels of certification outlined below with the Board approving the certification.

AJCC Baseline Certification

The Baseline Certification consists of the legislative and regulatory requirements for comprehensive and affiliate AJCCs. All requirements must be met in order for an AJCC to be certified. If an AJCC does not at least meet the baseline certification level, they cannot be certified, and a corrective action plan must be implemented.

The 4 components of the Baseline Certification Process are:

1. The AJCC has executed a Memorandum of Understanding with required partners.
2. The AJCC has implemented the board defined roles of one stop operator and career service provider.
3. The AJCC meets the requirements of a comprehensive or affiliate center.
4. The AJCC ensures equal opportunity for individuals with disabilities.

AJCC Certification Indicator Assessment

The AJCC Certification Indicator Assessment consists of qualitative standards and identification of areas where AJCCs can continuously improve their service delivery.

The Certification Indicators are as follows:

1. The AJCC ensures universal access, with an emphasis on individuals with barriers to employment.
2. The AJCC actively supports the One-Stop system through effective partnerships.
3. The AJCC provides integrated, customer-centered services.
4. The AJCC is an on-ramp for skill development and the attainment of industry-recognized credentials that meet the needs of targeted regional sectors and pathways.
5. The AJCC actively engages industry and labor and supports regional sector strategies through an integrated business service strategy that focuses on quality jobs.
6. The AJCC has high-quality, well-informed, and cross-trained staffing.
7. The AJCC achieves business results through data-driven continuous improvement.

Once the AJCC Certification Indicator Assessment is completed, the WDB must use the recommendations and evaluations from the assessment to create a Continuous Improvement Plan for the AJCC that is due to EDD by December 31, 2024.

ALTERNATIVES

The Board could choose to not approve the AJCC Comprehensive and Affiliate Certification of the Vallejo and Fairfield Centers. This is not recommended as all certification steps have been conducted per regulation and state guidance.

WDB STAFF RECOMMENDATION

The WDB staff have been consulted and concur with the recommendation to approve the Comprehensive and Affiliate Certification for the Vallejo and Fairfield AJCC's presented by the One Stop Operator.

Comprehensive AJCC Baseline Certification Matrix

The baseline criteria to certify an America's Job Center of CaliforniaSM (AJCC) are intended to ensure that every comprehensive AJCC is in compliance with key *Workforce Innovation and Opportunity Act* (WIOA) statutory and regulatory requirements.

Local Workforce Development Boards (Local Board) must submit a completed matrix to their Regional Advisor for each comprehensive AJCC by **November 1, 2024**.

Name of Local Board Workforce Development Board of Solano County

Name of AJCC Vallejo AJCC

Implements the signed Memorandums of Understanding (MOU)	Yes	No
An MOU (meeting the requirements in Workforce Services Directive WSD18-12) has been signed by all the required AJCC partners.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The signed MOU identifies the AJCC as a comprehensive.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The AJCC is implementing the MOU specifications applicable to comprehensive centers.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Implements the Local Board defined roles and responsibilities of the AJCC Operator and Career Services Provider	Yes	No
The AJCC Operator selected is in compliance with WSD22-13, <i>Selection of AJCC Operators and Career Services Providers</i> .	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The roles and responsibilities of the AJCC Operator are clearly identified.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The Career Services Provider selected is in compliance with WSD22-13.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The roles and responsibilities of the AJCC Career Services Provider are clearly identified.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Meets all regulatory requirements to be a comprehensive AJCC (WIOA Joint Final Rule Section 678.305)	Yes	No
The AJCC has at least one Title I staff person physically present. (Note: Consideration may be given to remote/virtual services implemented due to the COVID-19 pandemic.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The AJCC provides access to all basic and individualized career services identified in WIOA Joint Final Rule Section 678.430 .	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The AJCC provides access to training services for adult and dislocated workers identified in WIOA Joint Final Rule Section 680.200	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The AJCC provides access to any employment and training activities	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Meets all regulatory requirements to be a comprehensive AJCC (WIOA Joint Final Rule Section 678.305)	Yes	No
carried out under WIOA Section 134(d).		
The AJCC provides access to programs, services, and activities of all required AJCC partners by having partner staff physically co-located at the AJCC, having a staff person at the AJCC who has been cross trained to provide information about partner programs, or having direct linkage through technology to staff who can provide meaningful information or services.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The AJCC provides workforce and labor market information.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The AJCC provides customers with access to programs, services, and activities during regular business hours.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Ensures Equal Opportunity for Individuals With Disabilities	Yes	No
<p>The AJCC is physically and programmatically accessible to individuals with disabilities, as described in WIOA Section 188 and Title 29 <i>Code of Federal Regulations</i> Part 38.</p> <p>The <i>Americans with Disabilities Act (ADA)</i> Title V provides that state requirements may supersede the ADA when state requirements provide greater or equal protection for the rights of individuals with disabilities. Therefore, the AJCC must also be in compliance with the following California guidance related to equal access for individuals with disabilities:</p> <ul style="list-style-type: none"> • <i>Fair Employment and Housing Act</i> (California Government Code Section 12900-12996) • <i>Unruh Civil Rights Act</i> (California Civil Code Section 51) • <i>Disabled Persons Act</i> (California Civil Code Section 54) • <i>California Building Code</i> Title 24 Chapter 11B • <i>California Government Code</i> 7405 • <i>California Government Code</i> 11135-11139 <p>Such requirements include, but are limited to, the following:</p> <ul style="list-style-type: none"> • Providing reasonable accommodations for individuals with disabilities. • Making reasonable modifications to policies, practices, and procedures where necessary to avoid discrimination against persons with disabilities. • Allow service animals to be permitted, even if there is a “no pets” policy. • Administering programs in the most integrated setting appropriate. • Communicating with persons with disabilities as effectively as with others. 	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Ensures Equal Opportunity for Individuals With Disabilities	Yes	No
<ul style="list-style-type: none"> • Providing appropriate auxiliary aids and services, including assistive technology devices and services, where necessary to afford individuals with disabilities an equal opportunity to participate in and enjoy the benefits of the program or activity. • Providing physical accessibility of the AJCC to individuals with disabilities. 		
Was WIOA Section 188 compliance monitoring completed for PY 2021-22?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Did the AJCCs have any findings when WIOA Section 188 compliance monitoring was completed? If yes, briefly describe the findings. Click here to enter text.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Was a corrective action plan submitted?	<input type="checkbox"/>	<input type="checkbox"/>
Is the status of the findings open?	<input type="checkbox"/>	<input type="checkbox"/>
Is the status of the finding closed? If closed, as of what date? Click here to enter text.	<input type="checkbox"/>	<input type="checkbox"/>
The AJCC meets all Baseline Criteria for Baseline AJCC Certification	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

The Local Board Chair must attest to the Local Board’s certification decision by signing below.

Signature

Chris Churchill

Name

Board Chair

Title

November 15, 2024

Date

Affiliate and Specialized AJCC Baseline Certification Matrix

The baseline criteria to certify an America’s Job Center of CaliforniaSM (AJCC) are intended to ensure that every affiliate and specialized AJCC is in compliance with key *Workforce Innovation and Opportunity Act* (WIOA) statutory and regulatory requirements.

Local Workforce Development Boards (Local Board) must submit a completed matrix to their Regional Advisor for each affiliate and specialized AJCC by **November 1, 2024**.

Name of Local Board: Workforce Development Board of Solano County

Name of AJCC: Fairfield AJCC

Implements the signed Memorandums of Understanding (MOU)	Yes	No
An MOU (meeting the requirements in Workforce Services Directive WSD18-12) has been signed by all the required AJCC partners.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The signed MOU identifies the AJCC as a specialized/affiliate center.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The AJCC is implementing the MOU specifications applicable to specialized/affiliate centers.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Meets all regulatory requirements to be an <u>affiliated</u> AJCC (WIOA Joint Final Rule Section 678.310)	Yes	No	N/A
Network of affiliated sites provides one or more of the programs, services, and activities.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
AJCC has at least one Title I staff person physically present. (Note: The frequency of program staff's physical presence in the affiliated site will be determined at the local level.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Property is used in an efficient and effective way to ensure consolidation of employment services.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Meets all regulatory requirements to be a <u>specialized</u> AJCC (WIOA Joint Final Rule Section 678.300(d)(3) and 678.320)	Yes	No	N/A
Addresses specific needs, including those of dislocated workers, youth, or key industry sectors, or clusters.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Ensures Equal Opportunity for Individuals With Disabilities	Yes	No
<p>The AJCC is physically and programmatically accessible to individuals with disabilities, as described in WIOA Section 188 and Title 29 <i>Code of Federal Regulations</i> Part 38.</p> <p>The <i>Americans with Disabilities Act</i> (ADA) Title V provides that state requirements may supersede the ADA when state requirements provide greater or equal protection for the rights of individuals with disabilities. Therefore, the AJCC must also be in compliance with the following California guidance related to equal access for individuals with disabilities:</p> <ul style="list-style-type: none"> • <i>Fair Employment and Housing Act</i> (California Government Code Section 12900-12996) • <i>Unruh Civil Rights Act</i> (California Civil Code Section 51) • <i>Disabled Persons Act</i> (California Civil Code Section 54) • <i>California Building Code</i> Title 24 Chapter 11B • <i>California Government Code</i> 7405 • <i>California Government Code</i> 11135-11139 <p>Such requirements include, but are limited to, the following:</p> <ul style="list-style-type: none"> • Providing reasonable accommodations for individuals with disabilities. • Making reasonable modifications to policies, practices, and procedures where necessary to avoid discrimination against persons with disabilities. • Allow service animals to be permitted, even if there is a “no pets” policy. • Administering programs in the most integrated setting appropriate. • Communicating with persons with disabilities as effectively as with others. • Providing appropriate auxiliary aids and services, including assistive technology devices and services, where necessary to afford individuals with disabilities an equal opportunity to participate in, and enjoy the benefit of the program, or activity. • Providing for the physical accessibility of the AJCC to individuals with disabilities. 	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Was WIOA Section 188 compliance monitoring completed for PY 2021-22?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Did the AJCCs have any findings when WIOA Section 188 compliance monitoring was completed?</p> <p>If yes, briefly describe the findings. Click here to enter text.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Was a corrective action plan submitted?	<input type="checkbox"/>	<input type="checkbox"/>
Is the status of the findings open?	<input type="checkbox"/>	<input type="checkbox"/>

Ensures Equal Opportunity for Individuals With Disabilities	Yes	No
Is the status of the findings closed? If closed, as of what date? Click here to enter text.	<input type="checkbox"/>	<input type="checkbox"/>

The AJCC meets all Baseline Criteria for Baseline AJCC Certification	Yes	No
	<input checked="" type="checkbox"/>	<input type="checkbox"/>

The Local Board Chair must attest to the Local Board’s certification decision by signing below.

Signature

Chris Churchill

Name

Board Chair

Title

November 15, 2024

Date

AJCC Certification Indicator Assessment

The America's Job Center of CaliforniaSM (AJCC) Certification Indicator Assessment is intended to encourage continuous improvement by identifying areas where an AJCC is exceeding quality expectations, as well as areas where improvement is needed. The Certification Indicators were developed in alignment with the Training and Employment Guidance Letter 04-15, California's Unified Strategic Workforce Development Plan (State Plan), and the AJCC Certification Workgroup's vision for California's One-Stop delivery system.

The matrix below describes each Certification Indicator using both characteristics of a high-quality AJCC and the overall vision and strategies of the State Plan. Additionally, the Certification Indicators are provided as guidance for the evaluator to use to note the assessment of the AJCC's strengths and continuous improvement opportunities. The Local Board may establish additional criteria or set higher standards for continuous improvement than those suggested by the state criteria below.

Local Workforce Development Boards (Local Board) must submit a completed AJCC Certification Indicator Assessment to their Regional Advisor for each comprehensive and/or affiliate/specialized AJCC by **November 1, 2024**.

Name of Local Board: Workforce Development Board of Solano County

Name of AJCC: Vallejo America's Job Center of California.

AJCC Type: Comprehensive

AJCC Certification Indicator #1: The AJCC ensures universal access, with an emphasis on individuals with barriers to employment.

U.S. Department of Labor Characteristics of a High Quality AJCC

- A. Reflect a welcoming environment to all customer groups who are served by the AJCC. All AJCC staff are courteous, polite, responsive, and helpful to job seekers, businesses, and others who visit the AJCC location, or by telephone or e-mail. AJCC staff are sensitive to the unique needs of individuals with disabilities and are prepared to provide necessary accommodations.
- B. Ensure meaningful access to all customers. AJCCs must be physically and programmatically accessible to all customers, including individuals with disabilities. In doing so, AJCCs use principles of universal and human-centered design, such as flexibility in space usage, the use of pictorial, written, verbal, and tactile modes to communicate with customers with disabilities or Limited English Proficiency; providing clear lines of sight to information for seated or standing users; providing necessary accommodations; and providing adequate space for the use of assistive devices or personal assistants. AJCCs use assistive technology and flexible business hours to meet the range of customer needs.
- C. Include both virtual and center-based service delivery for job seekers, workers, and employers. Both methods of delivery support the talent needs of the regional economy, although each may better serve different customers with different levels of service needs at any given time. The system can expand its reach by delivering robust virtual services; and increasing the accessibility of those services through community partners, such as libraries, community and faith-based organizations, and other partners.

California State Plan Vision and Strategies

Enabling upward mobility for all Californians, including populations with barriers to employment. Workforce and education programs need to be accessible for all Californians and ensure that everyone has access to a marketable set of skills and is able to access the level of education necessary to ensure economic self-sufficiency and security.

AJCC Certification Workgroup's Vision

- All AJCC staff honor and accommodate diversity and are comfortable and adept in providing services to diverse customers, including individuals with disabilities, cultural differences, and all individuals with barriers to employment.

- The local Equal Opportunity Officer (EOO) periodically reviews the AJCC's policies, procedures, and the facility for accessibility and equal opportunity. The EOO then provides recommendations and staff training, where needed.
- The AJCC has a Limited English Proficiency Plan to provide meaningful access for individuals who do not speak English as their primary language and who have limited ability to read, speak, write, or understand English.
- The AJCC uses the principles of universal and human-centered design to ensure inclusive space and materials are available to individuals regardless of their range of abilities, mobility, age, language, learning style, or educational level.
- The AJCC implements the veteran's preference and priority of service requirements.
- The AJCC provides services outside of regular business hours where there is a workforce need as defined by the Local Board.
- The AJCC delivers both AJCC-based and virtual services.
- The AJCC ensures that people with disabilities can access virtual services in a manner that is comparable to those without a disability.

AJCC Certification Indicator #1: The AJCC ensures universal access, with an emphasis on individuals with barriers to employment.

Assessment of the AJCC's Strengths and Continuous Improvement Opportunities:

Use the space below to add

- The Vallejo AJCC strengths include a customer-friendly and skilled staff who serves individuals from diverse backgrounds, including those with disabilities and employment barriers.
- The Vallejo AJCC complies with the WIOA section 188 for Equal Opportunity and nondiscrimination requirements.
- The Vallejo AJCC has implemented the veteran's priority of services policy.
- The Vallejo AJCC has accessible stations and equipment available for people with disabilities.
- The Vallejo AJCC provides onsite services and virtual services via zoom, during regular hours.
- The Vallejo AJCC has a Limited English Proficiency policy in place.
- Information and resources are available in different languages.
- The Vallejo AJCC has maximized the use of space and materials to individuals independently of their age, language, learning style, educational level, and/or disabilities.
- The Vallejo AJCC has partners who provide services to customers that are English language learners.
- The Vallejo AJCC is well recognized with a good visibility sign of the America's Job Center of California, with easy access to the center, public transportation accessible and adequate parking for the public.
- Center Services orientation are provided at least once a month.

Continuous Improvements Opportunities:

- The Vallejo AJCC aims to enhance collaboration with local partners and agencies, to ensure all services and programs are provided to customers.
- The Vallejo AJCC should encourage partner agencies to co-locate at Center.
- Updates in equipment and technology are needed to provide the best optimal services.
- Safety in the Center and surrounding areas is a concern for staff.
- Ongoing and continuous staff training on customer center design and universal access to the programs and services to job seekers, and employers.
- Improvements are needed to better create a welcoming environment for customers.
- Stronger in-person staffing levels are needed to reduce barriers to services.
- Training for center staff is needed to better serve diverse customers with a trauma-informed care lens.

AJCC Certification Indicator #2: The AJCC actively supports the One-Stop system through effective partnerships.

U.S. Department of Labor Characteristics of a High Quality AJCC

Reflect on the establishment of robust partnerships among partners. The AJCC operator facilitates an integrated, co-located partnership that seamlessly incorporates the services of all the AJCC partners.

California State Plan Vision and Strategies

Aligning, coordinating, and integrating programs and services to economize limited resources while also providing the right services to clients based on each client's particular and potentially unique needs to facilitate skills attainment.

AJCC Certification Workgroup's Vision

- A system is in place to assess the satisfaction of both co-located and non-co-located partners with the AJCC and its services.
- Both co-located and non-co-located partners believe that the AJCC adds value to their program and customers.
- The required AJCC partners meet on a regular basis to discuss the One-Stop system and the AJCC's contribution to the system and make recommendations for continuous improvement.
- The AJCC actively outreaches and provides access to non-co-located partner customers to participate in AJCC-based services, such as workshops and recruitment events.
- An inventory and overview of all partner programs and services are available to all AJCC staff, and all AJCC staff has received an orientation to all partner programs and services.
- One-Stop system marketing materials that overview all partner programs and services for distribution to customers at the AJCC and at all non-co-located partner locations have been developed.
- The AJCC's partner referral process (as outlined in the Memorandum of Understanding) is being implemented with a focus on quality referrals that are likely to convert to service.
- Referrals are recorded, and a system is in place for partners to follow through and report progress on referrals made.
- The AJCC connects to the community through multiple community partnerships and community access points.

AJCC Certification Indicator #2: The AJCC actively supports the One-Stop system through effective partnerships.

Assessment of the AJCC's Strengths and Continuous Improvement Opportunities:

Use the space below to add text.

- Co-located and non-co-located partners believe that the Vallejo AJCC adds value to their programs and customers.
- The AJCC actively outreaches and provides access to non-co-located partners customers to participate in AJCC based services, such as workshops and recruitment events.
- The Vallejo AJCC ensures that updated information on all partner programs is available to staff and customers.
- Bi-monthly One Stop Operator meetings also promote collaboration, learning, and sharing of resources and labor market trends.
- A referral process is in place, assuring continuity of services and optimization of resources from other programs.
- The Vallejo AJCC is used by community workforce partners.
- Basic digital literacy classes are provided on site through partner organizations.

Continuous Improvement Opportunities:

- To improve the Vallejo AJCC, there should be continuous cross-training between co-located and non-co-located partners regarding programs and services.
- The overall AJCC system should maintain an up-to-date inventory of community resources and partners services.
- Sharing success stories during the One Stop Operator meetings would enhance collaboration and highlight achievements.
- Ongoing promotion of the Vallejo AJCC services to the community is needed, via different communication methods.
- Will routinely measure the satisfaction of both co-located and non-co-located partners with the AJCC and its services.

AJCC Certification Indicator #3: The AJCC provides integrated, customer-centered services.

U.S. Department of Labor Characteristics of a High Quality AJCC

- A. Organize and integrate services by function, rather than by program; when permitted by a program's authorizing statute and as appropriate, and by coordinating staff communication, capacity building, and training efforts. Functional alignment includes having AJCC staff who perform similar tasks serve on relevant functional teams, (e.g., skills development team). Service integration focuses on serving all customers seamlessly, including targeted populations, by providing a full range of services staffed by cross-functional teams, consistent with each program's purpose, scope, and requirements.
- B. Use an integrated and expert intake process for all customers entering the AJCCs. Frontline staff are highly familiar with the functions and basic eligibility requirements of each program. They can appropriately assist customers and make knowledgeable referrals to partner programs, as needed and as appropriate, given the authorized scope of the program.
- C. Develop and maintain integrated case management systems that inform customer service throughout the customer's interaction with the integrated system and allow information collected from customers at intake to be captured. Customer information is properly secured in accordance with personally identifiable information guidelines and facilitated as appropriate, with the necessary MOU or other forms of confidentiality and data sharing agreements. Data, however, would be shared with other programs within the One-Stop system only after the informed written consent of the individual has been obtained, where required.

California State Plan Vision and Strategies

- A. Integrated Service Delivery: braiding resources and coordinating services at the local level to meet client needs.
- B. Customer-Centered Service Design: use of customer-centered design to involve frontline staff and customers in the development, prototyping, and evaluation of AJCC services, resources, tools, and systems.

AJCC Certification Workgroup's Vision

- AJCC staff identifies with the AJCC system (and not just their specific program), believes that all AJCC customers are shared customers, and contributes to providing a positive AJCC experience for every AJCC customer.

- AJCC staff have received customer service and customer-centered design training.
- AJCC staff is cross trained in program partner eligibility and services, so they have the capacity to functionally serve customers well.
- The AJCC has clearly identified the roles, responsibilities, and authorities of both functional leaders and the supervisors of program partners, and the AJCC has an integrated functional organizational chart.
- The AJCC has a system in place to promptly greet all AJCC customers, identify the reason for their visit and their needs, and connect them to appropriate services as quickly as possible.
- The AJCC has developed integrated customer flow procedures that respond to customer need and moves customers seamlessly between AJCC entry and service delivery with as few hand-offs as possible.
- All AJCC co-located partners have identified the Career Services that apply to their program, and the AJCC has developed methods to align/integrate the delivery of those services.
- The AJCC has established protocols to co-enroll customers in more than one partner program when there is value to customers and has a strategy for effectively sharing case management when customers are co-enrolled.

AJCC Certification Indicator #3: The AJCC provides integrated, customer-centered services.

Assessment of the AJCC's Strengths and Continuous Improvement Opportunities:

Use the space below to add text.

- The Vallejo AJCC staff promptly receive clients and guide them to the appropriate service requested.
- The Vallejo AJCC staff are knowledgeable about their roles and partners' responsibilities, providing a continuous, seamless service to clients.
- Co-located partners have acknowledged the specific Career Service applicable to their programs, enabling alignment of services to their common clients.
- The Vallejo AJCC Center can tailor orientation to customers' needs in-person or by phone, enhancing accessibility and satisfaction.
- The Vallejo AJCC staff and partners have been trained in basic eligibility from the different programs, referral process, co-enrollment process, maximizing resources and services.
- Vallejo AJCC staff follow Memorandum of Understanding (MOU) protocols regarding confidentiality and data sharing agreements.

Continuous Improvement Opportunities.

- Ongoing training in customer service and customer-centered service design is needed.
- Organizing and integrating services by function would permit comprehensive tracking of client progress and effective communication among partners.
- Progress is needed to enhance Vallejo AJCC's identity as the AJCC rather than a specific program, and to see customers as shared AJCC customers.
- The Vallejo AJCC should work to ensure frontline staff who are at the center familiar with local programs.

- **AJCC Certification Indicator #4: The AJCC is an on-ramp for skill development and attaining industry-recognized credentials that meet the needs of targeted regional sectors and pathways.**

U.S. Department of Labor Characteristics of a High Quality AJCC

- A. Improve the skills of job seekers and worker customers. AJCCs offer access to education and training leading to industry-recognized credentials through the use of career pathways, apprenticeships, and other strategies that enable customers to compete successfully in today's global economy.
- B. Value skill development by assessing and improving each individual's basic, occupational, and employability skills.
- C. Balance traditional labor exchange services with strategic talent development within a regional economy.
- D. Create opportunities for individuals at all skill levels and levels of experience by providing customers as much timely, labor market, job-driven information, and choice as possible related to education and training, careers, and service delivery options while offering customers the opportunity to receive both skill-development and job placement services.

California State Plan Vision and Strategies

- A. Career Pathways: enabling progressive skills development through education and training programs, using multiple entry and exit level of skills development corresponds with a labor market payoff for those being trained or educated and results in industry-recognized credentials.
- B. Earn and Learn: a subsidized program that allows individuals to gain work experience while getting paid. Individuals receive training and education that combine applied learning opportunities while participating in the labor market.
- C. Supportive Services: providing supportive services like childcare, transportation, and counseling to facilitate program completion by those enrolled in training and education courses.
- D. AJCCs as an access point for programs providing "demand-driven skills attainment." From this perspective, AJCCs operate as an "on-ramp" or "gateway" to the "Regional Sector Pathways" programs either built out or identified through the regional planning process described above.
- E. AJCCs will continue to provide the full array of Career Services and function as labor exchanges. Still, there will be much greater emphasis on treating AJCCs as an access point for education and training services for those who want and need them.

AJCC Certification Workgroup's Vision

- All AJCC staff (i.e., the staff of all co-located partners regardless of staff position or program) value both skill development and employment outcomes and know how they can promote and contribute to both.
- All AJCC staff know the regional target sectors, can identify regional sector career pathways, and can understand what those mean in terms of providing services to customers.
- The AJCC has skill development and training opportunities for customers at all skill and experience levels.
- The AJCC staff assist customers in accessing and enrolling in robust training services, including career pathways, integrated education and training, workforce preparation, work-based learning, and apprenticeship.
- AJCC staff are committed to and competent in helping customers navigate career pathways that result in industry-recognized credentials.
- The AJCC does not implement a “sequence of service requirement” for training and does not have cumbersome entry steps that prohibit easy access to education and training that leads to industry-recognized credentials.
- The AJCC ensures that supportive services are available to customers, as appropriate, to facilitate participation in training services.
- The AJCC strives to increase the number of all AJCC customers receiving skill development and training services, resulting in industry-recognized credentials.

AJCC Certification Indicator #4: The AJCC is an on-ramp for skill development and the attainment of industry-recognized credentials that meet the needs of targeted regional sectors and pathways.

Assessment of the AJCC's Strengths and Continuous Improvement Opportunities:

Use the space below to add text.

- The Vallejo AJCC provides access to a variety of skills development programs and industry recognized credentials that meet the needs of the regions sectors.
- The overall AJCC systems partners with the education system and training providers across the region, offering entry-level certification like Certified Forklift Training and Food Manager Certification to provide valuable opportunities for trainees. These certifications support job security and potential promotion, enhancing career growth for participants.
- The overall AJCC's implementation of skills development and training opportunities for customers at all levels (through partnerships with agencies, educational institutions, and industries like agriculture and biotechnology) ensures that a wide range of career pathways are available. The comprehensive approach helps meet the diverse needs of the community and supports the regions workforce needs.
- The AJCC's partner organizations provide supported services during training this ensures that customers receive the assistance they need to complete their programs successfully. This added support strengthens outcomes and helps participants achieve their career goals.
- Labor market information (LMI) plays a crucial role in aligning training and workforce development with the evolving job trends, ensuring that the AJCC system supports both regional and state economic growth addressing current and future labor market needs.
- The AJCC commitment to ongoing research, education, and gathering information on regional economic trends and sectors pathways ensures that its services remain align with the needs of the local economy. This proactive approach helps in adapting training programs and services to current and future demands.
- The AJCC's collaboration with Solano Community College to assist with the Registered Nursing and Emergency Medical Technician Programs assists qualified students in their pathway to reach their licensing and employment goals.
- The AJCC partnership in the WDB collaboration with the biotechnology sector, alongside the regional Economic Development Department, plays a key role in providing specialized training. This initiative supports the upskilling of students and prepares them to enter the growing BioScience industry, offering significant opportunities for expansion in this specialized field.

Continuous Improvement Opportunities:

- Continuous communication and collaboration with local businesses and employers is needed to gain insights into workforce needs and trends and local and regional economic trends.
- Customers could benefit from a better integration of knowledge of skills, career pathways, and education programs within the Vallejo AJCC to ensure all co-located partners can provide information, resources, and referrals to customers.

AJCC Certification Indicators #5: The AJCC actively engages industry and labor and supports regional sector strategies through an integrated business service strategy that focuses on quality jobs.

U.S. Department of Labor Characteristics of a High Quality AJCC

- A. Design and implement practices that actively engage industry sectors and use economic and labor market information, sector strategies, career pathways, registered apprenticeships, and competency models to help drive skill-based initiatives.
- B. Develop, offer, and deliver quality business services that assist specific businesses and industry sectors in overcoming the challenges of recruiting, retaining, and developing talent for the regional economy.
- C. To support area employers and industry sectors most effectively, AJCC staff identify and clearly understand industry skill needs, identify appropriate strategies for assisting employers, and coordinate business services activities across AJCC partner programs, as appropriate.
- D. To incorporate an integrated and aligned business services strategy among AJCC partners to present a unified voice for the AJCC in its communications with employers.
- E. Additionally, AJCCs use the forthcoming performance measure(s) on effectiveness in serving employers to support continuous improvement of these services.

California State Plan Vision and Strategies

- A. Regional partnerships: building partnerships between industry leaders, workforce professionals, education and training providers, and economic development leaders to develop workforce and education policies that increase job quality and support regional economic growth.
- B. Sector strategies: aligning workforce and education programs with leading and emergent industry sectors' skills needs.
- C. Fostering demand-driven skills attainment: workforce and education programs must align program content with the state's industry sector needs to provide California's high road employers and businesses with the skilled workforce it needs to compete in the global economy.

AJCC Certification Workgroup's Vision

- All AJCC staff have advanced knowledge of the regional economy, labor market conditions, business talent supply chains, and the needs of high-growth sectors and high road employers.
- The AJCC focuses on quality jobs by actively promoting targeted sector opportunities and high-demand occupations to all AJCC customers.

- The AJCC promotes systems and partnerships that connect workers to high-quality jobs or entry-level work with clear routes to advancement.
- The AJCC has a defined strategy in place to regularly seek and capture employer advice in the design and delivery of demand-driven services for job seekers.
- The AJCC is an integral partner in the implementation of the Local Board's integrated business services strategy and seeks to minimize redundant employer contacts while maximizing access to system-wide, integrated business services.
- The AJCC offers a wide range of AJCC-based services for employers, including referral of qualified candidates, on-site recruitment, pre-employment testing, skill verification, and hiring and training subsidies.
- The AJCC consistently seeks feedback and satisfaction data from businesses on the delivery of business services and applies it for continuous improvement.

AJCC Certification Indicators #5: The AJCC actively engages industry and labor, and supports regional sector strategies through an integrated business service strategy that focuses on quality jobs.

Assessment of the AJCC's Strengths and Continuous Improvement Opportunities:

Use the space below to add text.

- The overall AJCC system's collaboration with local and regional economic sectors ensures that the workforce is connected to high-demand job opportunities. By assisting businesses and industry with recruiting, training, and developing talent, the AJCC plays a vital role in supporting the region's economic growth and workforce development.
- The Workforce Development Board (WDB) plays a crucial role in fostering continuous communication with regional industry, education and economic leaders. By seeking opportunities for collaboration in workforce and economic development, the WDB actively involves the community in shaping strategies that benefit the regional economy.
- The AJCC provides a comprehensive suite of services for employers, including candidates referrals, on-site recruitment, pre-employment testing, skill verification, and hiring and training subsidies. These services support employers in efficiently meeting their workforce needs while also enhance job opportunities for local candidates.
- The AJCC's practice of actively seeking feedback and satisfaction data from businesses ensures that the Center continuously improves and adapts to meet the evolving needs of local employers, fostering stronger partnerships and better outcomes.

Continuous Improvement Opportunities:

- More communication and collaboration with local and regional educational, economic, industrial, and apprenticeship entities is needed to ensure that the AJCC stays connected to key stakeholders, fostering a coordinated approach to workforce development and community growth.
- Opportunities for improvement include ensuring all AJCC staff have advanced knowledge of the local and regional labor market, as well as business talent needs and talent supply chains.
- Better promotion of emerging industries and business needs are needed in the AJCC.

AJCC Certification Indicator #6: The AJCC has high-quality, well-informed, and cross-trained staffing.

U.S. Department of Labor Characteristics of a High Quality AJCC

- A. Train and equip AJCC staff in an ongoing learning process with the knowledge, skills, and motivation to provide superior service to all job seekers, including those with disabilities and businesses, in an integrated, regionally focused framework of service delivery. AJCC staff are cross-trained, as appropriate, to increase staff capacity, expertise, and efficiency. Cross-training allows staff from differing programs to understand every program and to share their expertise about the needs of specific populations so that all staff can better serve all customers. AJCC staff are routinely trained and are keenly aware of how their function supports and contributes to the overall vision of the local board.
- B. The AJCC center is staffed with highly trained career counselors, skilled in advising job seekers of their options, knowledgeable about local labor market dynamics, and aware of available services inside and outside the AJCC.

California State Plan Vision and Strategies

Certification criteria will include an assessment of professional development and staff capacity building.

AJCC Certification Workgroup's Vision

- The AJCC has regular staff meetings with all AJCC staff (i.e., the staff of all co-located partners regardless of program) to build relationships, provide updates on center activities, and discuss strategies for AJCC improvement.
- Partners have agreed to provide training to all AJCC staff on a regular basis.
- There is a capacity building and/or professional development plan for staff and partners.
- All AJCC staff have received training on the services of One-Stop partners, eligibility for those services, and the process for referring customers to partners.
- All AJCC staff have received training on how to use labor market information to help customers identify career pathways, develop in-demand skills and credentials, and find jobs.
- All AJCC staff have received training to effectively assist customers in registering with CalJOBS and match customers to available jobs.
- All AJCC staff have received training on serving individuals with barriers to employment, including customers with disabilities.
- All AJCC staff has received training on providing excellent customer service and customer-centered design.
- All AJCC staff has received training on sector strategies, career pathways, job quality, and high road training partnerships.

AJCC Certification Indicator #6: The AJCC has high-quality, well-informed, and cross-trained staffing.

Assessment of the AJCC's Strengths and Continuous Improvement Opportunities:

Use the space below to add text.

- Training is provided to all Vallejo AJCC staff assisting customers with CALJOBS registration and job matching to ensure that staff are well-equipped to help individuals connect with relevant employment opportunities, enhancing the support available to job seekers.
- The AJCC's continuous education plan for professional development ensures that both staff and partners stay informed and skilled, enhancing their ability to provide high-quality services and adapt to changing workforce needs.
- The AJCC staff's continuous training on One-Stop partners, service eligibility, and referral process ensures that they can effectively connect customers to the appropriate resources, enhancing the efficiency and accessibility of services offered through the Center.
- The Vallejo AJCC partners training on sector strategies, career pathways, job quality, and high road training partnerships equips them with the knowledge to guide customers toward sustainable career opportunities, ensuring that the services provided align with high-quality industry standards and workforce development goals.

Continuous Improvement Opportunities:

- Continuous cross-training for Vallejo AJCC staff and partners on programs, services, referral processes, and co-enrollment is needed to strengthen collaboration, improve service delivery, and ensure a more integrated approach to meeting customers' needs.
- An area of improvement is to increase consistent attendance from partners at the Bi-Monthly One Stop Operator partners meetings.
- An opportunity exists for AJCC staff and partners to create a capacity building / professional development plan.
- AJCC staff could benefit from continuous training in using labor market information and supporting individuals with barriers to employment, including those with disabilities, ensures that services are tailored to meet the needs of a diverse clientele, enhancing inclusivity and effectiveness.

AJCC Certification Indicator #7: The AJCC achieves business results through data-driven continuous improvement.

U.S. Department of Labor Characteristics of a High Quality AJCC

- A. Use common performance indicators to ensure that federal investments in employment and training programs are evidence-based, labor market-driven, and accountable to participants and taxpayers. Center performance is transparent and accountable to the communities and regions served; data entry staff are trained and understand the importance of data validation, data collection processes, and the importance of accurate reporting.
- B. Develop and implement operational policies that reflect an integrated performance, communication, and case management system, and use technology to achieve integration and expanded service offerings.

California State Plan Vision and Strategies

Certification criteria will include an assessment of the way the AJCC will use data for continuous improvement.

AJCC Certification Workgroup's Vision

- The AJCC contributes to the achievement of WIOA performance indicators for all core program partners.
- The AJCC reports to the Local Board on an ongoing basis the number of customers served, the types of services provided, and the outcomes of those services.
- The AJCC operates in a cost-efficient manner, and the results justify the resources invested.
- The AJCC has a system in place to collect satisfaction data from individuals and employers using the AJCC's services.
- The AJCC has a system in place to capture and respond to specific customer feedback, complaints, and compliments.
- The AJCC regularly reviews and analyzes performance, customer satisfaction, and service data and develops specific plans for AJCC service improvements.
- The AJCC regularly identifies areas of needed technical assistance to improve business results and taps available resources to obtain needed assistance.

AJCC Certification Indicator #7: The AJCC achieves business results through data-driven continuous improvement.

Assessment of the AJCC's Strengths and Continuous Improvement Opportunities:

Use the space below to add text.

- Partners at the Vallejo AJCC contribute to meeting WIOA performance indicators for all core program partners, ensuring alignment with Federal standards and enhancing the effectiveness of workforce development programs and services.
- The Vallejo AJCC's cost-efficient operation allows for resources invested in both customers and partners.
- The AJCC's has a system to ensure feedback is continuously gathered.
- The Vallejo AJCC has a system in place to capture and respond to specific customer feedback, complaints, and compliments, ensuring that customers' experiences are acknowledged and addressed to improve service quality and satisfaction.
- The AJCC's feedback loop helps in identifying areas requiring technical assistance and utilizing available resources helps improve business outcomes and ensures that the Center continually adapts to meets the needs of its clients and partners.

Continuous Improvement Opportunities:

- The sharing of statistical reports with partners from the Vallejo AJCC ensures transparency, highlighting both performance and collaboration while providing essential data on job seekers and services.
- Center performance should be more transparent to the community and region served.
- The Vallejo AJCC could provide more regular reports to the local Board, detailing customer numbers, types of services, and services outcomes to ensure appropriate tracking of AJCC services countywide.
- An opportunity for continuous improvement is to have performance goals that AJCC partners agree to and report to the local board. However, this would require state-level direction for many AJCC partners.
- The AJCC's regular review and analysis of performance, customer satisfaction, and service data would ensure that targeted plans are developed for continuous service improvements, enhancing the overall effectiveness of the center.

By signing below, the Local Board Chair agrees with the **AJCC's Certification Indicator Assessment** and attests to develop a continuous improvement plan with target dates.

Signature

Click here to enter text.

Name

Chris Churchill

Title

Board Chair

Date

AJCC Certification Indicator Assessment

The America's Job Center of CaliforniaSM (AJCC) Certification Indicator Assessment is intended to encourage continuous improvement by identifying areas where an AJCC is exceeding quality expectations, as well as areas where improvement is needed. The Certification Indicators were developed in alignment with the Training and Employment Guidance Letter 04-15, California's Unified Strategic Workforce Development Plan (State Plan), and the AJCC Certification Workgroup's vision for California's One-Stop delivery system.

The matrix below describes each Certification Indicator using both characteristics of a high-quality AJCC and the overall vision and strategies of the State Plan. Additionally, the Certification Indicators are provided as guidance for the evaluator to use to note the assessment of the AJCC's strengths and continuous improvement opportunities. The Local Board may establish additional criteria or set higher standards for continuous improvement than those suggested by the state criteria below.

Local Workforce Development Boards (Local Board) must submit a completed AJCC Certification Indicator Assessment to their Regional Advisor for each comprehensive and/or affiliate/specialized AJCC by **November 1, 2024**.

Name of Local Board: Workforce Development Board of Solano County

Name of AJCC: Fairfield America's Job Center of California.

AJCC Type: Affiliate

AJCC Certification Indicator #1: The AJCC ensures universal access, with an emphasis on individuals with barriers to employment.

U.S. Department of Labor Characteristics of a High Quality AJCC

- A. Reflect a welcoming environment to all customer groups who are served by the AJCC. All AJCC staff are courteous, polite, responsive, and helpful to job seekers, businesses, and others who visit the AJCC location, or by telephone or e-mail. AJCC staff are sensitive to the unique needs of individuals with disabilities and are prepared to provide necessary accommodations.
- B. Ensure meaningful access to all customers. AJCCs must be physically and programmatically accessible to all customers, including individuals with disabilities. In doing so, AJCCs use principles of universal and human-centered design, such as flexibility in space usage, the use of pictorial, written, verbal, and tactile modes to communicate with customers with disabilities or Limited English Proficiency; providing clear lines of sight to information for seated or standing users; providing necessary accommodations; and providing adequate space for the use of assistive devices or personal assistants. AJCCs use assistive technology and flexible business hours to meet the range of customer needs.
- C. Include both virtual and center-based service delivery for job seekers, workers, and employers. Both methods of delivery support the talent needs of the regional economy, although each may better serve different customers with different levels of service needs at any given time. The system can expand its reach by delivering robust virtual services; and increasing the accessibility of those services through community partners, such as libraries, community and faith-based organizations, and other partners.

California State Plan Vision and Strategies

Enabling upward mobility for all Californians, including populations with barriers to employment. Workforce and education programs need to be accessible for all Californians and ensure that everyone has access to a marketable set of skills and can access the level of education necessary to ensure economic self-sufficiency and security.

AJCC Certification Workgroup's Vision

- All AJCC staff honor and accommodate diversity and are comfortable and adept in providing services to diverse customers, including individuals with disabilities, cultural differences, and all individuals with barriers to employment.
- The local Equal Opportunity Officer (EOO) periodically reviews the AJCC's policies, procedures, and the facility for accessibility and equal opportunity. The EOO then provides recommendations and staff training, where needed.

- The AJCC has a Limited English Proficiency Plan to provide meaningful access for individuals who do not speak English as their primary language and who have limited ability to read, speak, write, or understand English.
- The AJCC uses the principles of universal and human-centered design to ensure inclusive space and materials are available to individuals regardless of their range of abilities, mobility, age, language, learning style, or educational level.
- The AJCC implements the veteran's preference and priority of service requirements.
- The AJCC provides services outside of regular business hours where there is a workforce need as defined by the Local Board.
- The AJCC delivers both AJCC-based and virtual services.
- The AJCC ensures that people with disabilities can access virtual services in a manner that is comparable to those without a disability.

AJCC Certification Indicator #1: The AJCC ensures universal access, with an emphasis on individuals with barriers to employment.

Assessment of the AJCC's Strengths and Continuous Improvement Opportunities:

Use the space below to add

- The Fairfield AJCC staff welcomes all customer groups, with experience serving diverse populations. They are helpful to job seekers and businesses who visit the Center location, or by phone or email.
- The Fairfield AJCC layout is designed based on the universal and human customer-center design making information, resources, and assistance easily accessible.
- The AJCC has implemented the veteran's priority of services policy.
- The Fairfield AJCC is staffed with a bilingual person who accommodates language diversity and is comfortable and adept at working with all types of individuals, including individuals with disabilities, cultural differences, and barriers to employment.
- The Fairfield AJCC has accessible stations and assistive technology available for individuals with disabilities. Staff are well versed in the use of assistive technology.
- The Fairfield AJCC is in compliance with the WIOA Section 188 Equal Opportunity and Nondiscrimination requirements.
- The Fairfield AJCC has a Limited English Proficiency policy in place.
- Information and resources are available in English and Spanish.
- The Fairfield AJCC hosts onsite services and virtual events during regular business hours or outside of regular business hours.
- The Fairfield AJCC provides both in-person and virtual services.
- Center Services orientation are provided at least once a month.

Continuous Improvements Opportunities:

- The Fairfield AJCC could increase the collaboration between local partners and other local agencies to ensure the optimal use of the AJCC services and mandated partners.
- Ongoing and continuous staff training on customer center design and universal access to the programs and services for job seekers and employers would strengthen service delivery.
- Expanding the virtual services to customers in geographic areas that have been traditionally hard to reach would increase access for all populations.

AJCC Certification Indicator #2: The AJCC actively supports the One-Stop system through effective partnerships.

U.S. Department of Labor Characteristics of a High Quality AJCC

Reflect on the establishment of robust partnerships among partners. The AJCC operator facilitates an integrated, co-located partnership that seamlessly incorporates the services of all the AJCC partners.

California State Plan Vision and Strategies

Aligning, coordinating, and integrating programs and services to economize limited resources while also providing the right services to clients based on each client's particular and potentially unique needs to facilitate skills attainment.

AJCC Certification Workgroup's Vision

- A system is in place to assess the satisfaction of both co-located and non-co-located partners with the AJCC and its services.
- Both co-located and non-co-located partners believe that the AJCC adds value to their program and customers.
- The required AJCC partners meet on a regular basis to discuss the One-Stop system and the AJCC's contribution to the system, and make recommendations for continuous improvement.
- The AJCC actively outreaches and provides access to non-co-located partner customers to participate in AJCC-based services, such as workshops and recruitment events.
- An inventory and overview of all partner programs and services are available to all AJCC staff, and all AJCC staff has received an orientation to all partner programs and services.
- One-Stop system marketing materials that overview all partner programs and services for distribution to customers at the AJCC and at all non-co-located partner locations have been developed.
- The AJCC's partner referral process (as outlined in the Memorandum of Understanding) is being implemented with a focus on quality referrals that are likely to convert to service.
- Referrals are recorded, and a system is in place for partners to follow through and report progress on referrals made.
- The AJCC connects to the community through multiple community partnerships and community access points.

AJCC Certification Indicator #2: The AJCC actively supports the One-Stop system through effective partnerships.

Assessment of the AJCC's Strengths and Continuous Improvement Opportunities:

Use the space below to add text.

- Value Addition: Both co-located and non-co-located partners recognize that the Fairfield AJCC enhances their programs and benefits their customers.
- Regular bi- monthly meetings among required AJCC partners and non-mandated partners foster open communication, facilitating discussions about the One-Stop system and AJCC's contributions. These meetings are facilitated by the One-Stop Operator. Meeting notes, information and resources are shared via the same network.
- An established system exists to regularly assess the satisfaction of both co-located and non-co-located partners, ensuring ongoing feedback and improvements.
- A proactive outreach effort to engage non-co-located partners customers exists, increasing participation in AJCC services, workshops and recruitment events.
- The Fairfield AJCC provides an inventory and overview of all partner programs and services, enhancing collaboration and resource sharing.
- A referral process is in place focused on quality, increasing the likelihood of converting referrals into actual services provided.

Continuous Improvement Opportunities:

- The AJCC system as a whole could establish a routine schedule for reviewing and updating all community resources and partner services to ensure AJCC clients have access (either virtually or physically) to the most current and relevant information.
- Improvement is needed to encourage partners to maintain a physical presence at the Fairfield AJCC to facilitate stronger relationships and direct access to services for clients.
- Implementing regular cross-training sessions among partners would enhance understanding of each other's programs and services, fostering better collaboration and service delivery.
- Actively promoting and sharing success stories from partners within the community would highlight the impact of services and inspire further engagement.

AJCC Certification Indicator #3: The AJCC provides integrated, customer-centered services.

U.S. Department of Labor Characteristics of a High Quality AJCC

- A. Organize and integrate services by function, rather than by program; when permitted by a program's authorizing statute and as appropriate, and by coordinating staff communication, capacity building, and training efforts. Functional alignment includes having AJCC staff who perform similar tasks serve on relevant functional teams, (e.g., skills development team). Service integration focuses on serving all customers seamlessly, including targeted populations, by providing a full range of services staffed by cross-functional teams, consistent with each program's purpose, scope, and requirements.
- B. Use an integrated and expert intake process for all customers entering the AJCCs. Frontline staff are highly familiar with the functions and basic eligibility requirements of each program. They can appropriately assist customers and make knowledgeable referrals to partner programs, as needed and as appropriate, given the authorized scope of the program.
- C. Develop and maintain integrated case management systems that inform customer service throughout the customer's interaction with the integrated system and allow information collected from customers at intake to be captured. Customer information is properly secured in accordance with personally identifiable information guidelines and facilitated as appropriate, with the necessary MOU or other forms of confidentiality and data sharing agreements. Data, however, would be shared with other programs within the One-Stop system only after the informed written consent of the individual has been obtained, where required.

California State Plan Vision and Strategies

- A. Integrated Service Delivery: braiding resources and coordinating services at the local level to meet client needs.
- B. Customer-Centered Service Design: use of customer-centered design to involve frontline staff and customers in the development, prototyping, and evaluation of AJCC services, resources, tools, and systems.

AJCC Certification Workgroup's Vision

- AJCC staff identifies with the AJCC system (and not just their specific program), believes that all AJCC customers are shared customers, and contributes to providing a positive AJCC experience for every AJCC customer.

- AJCC staff have received customer service and customer-centered design training.
- AJCC staff is cross trained in program partner eligibility and services, so they have the capacity to functionally serve customers well.
- The AJCC has clearly identified the roles, responsibilities, and authorities of both functional leaders and the supervisors of program partners, and the AJCC has an integrated functional organizational chart.
- The AJCC has a system in place to promptly greet all AJCC customers, identify the reason for their visit and their needs, and connect them to appropriate services as quickly as possible.
- The AJCC has developed integrated customer flow procedures that respond to customer need and moves customers seamlessly between AJCC entry and service delivery with as few hand-offs as possible.
- All AJCC co-located partners have identified the Career Services that apply to their program, and the AJCC has developed methods to align/integrate the delivery of those services.
- The AJCC has established protocols to co-enroll customers in more than one partner program when there is value to customers and has a strategy for effectively sharing case management when customers are co-enrolled.

AJCC Certification Indicator #3: The AJCC provides integrated, customer-centered services.

Assessment of the AJCC's Strengths and Continuous Improvement Opportunities:

Use the space below to add text.

- The AJCC effectively combines and coordinates resources at the local level to address the diverse needs of clients, ensuring a holistic approach to service delivery.
- Frontline staff and customers are actively engaged in the development, prototype, and evaluation of services, leading to more relevant and effective offerings.
- All co-located partners have recognized the specific Career Service applicable to their programs, enabling a clearer focus on service alignment and integration.
- The Fairfield AJCC has established methods to align and integrate the delivery of services among partners, enhancing the overall client experience.
- Comprehensive training for staff on program eligibility requirements and referral processes ensures efficient service delivery and maximizes resource utilization.
- Staff diligently follow Memorandum of Understanding (MOU) protocols regarding confidentiality and data sharing agreements, safeguarding customer information and fostering trust.

Continuous Improvement Opportunities:

- Continuous training is needed on the integration of systems, sharing of information, and maintaining data confidentiality through common agreements to ensure all staff are up to date on best practices.
- The Fairfield AJCC could regularly train staff in customer service excellence and customer -centered design principles to enhance client interactions and service development.
- The Fairfield AJCC could explore organizing and integrating services by function, ensuring that related services are easily accessible and coordinated for clients.
- Developing and maintaining integrated case management systems that allow for a comprehensive tracking of client progress and seamless communication among partners.

- **AJCC Certification Indicator #4: The AJCC is an on-ramp for skill development and attaining industry-recognized credentials that meet the needs of targeted regional sectors and pathways.**

U.S. Department of Labor Characteristics of a High Quality AJCC

- Improve the skills of job seekers and worker customers. AJCCs offer access to education and training leading to industry-recognized credentials through the use of career pathways, apprenticeships, and other strategies that enable customers to compete successfully in today’s global economy.
- Value skill development by assessing and improving each individual’s basic, occupational, and employability skills.
- Balance traditional labor exchange services with strategic talent development within a regional economy.
- Create opportunities for individuals at all skill levels and levels of experience by providing customers as much timely, labor market, job-driven information, and choice as possible related to education and training, careers, and service delivery options while offering customers the opportunity to receive both skill-development and job placement services.

California State Plan Vision and Strategies

- Career Pathways: enabling progressive skills development through education and training programs, using multiple entry and exit level of skills development corresponds with a labor market payoff for those being trained or educated and results in industry-recognized credentials.
- Earn and Learn: a subsidized program that allows individuals to gain work experience while getting paid. Individuals receive training and education that combine applied learning opportunities while participating in the labor market.
- Supportive Services: providing supportive services like childcare, transportation, and counseling to facilitate program completion by those enrolled in training and education courses.
- AJCCs as an access point for programs providing “demand-driven skills attainment.” From this perspective, AJCCs operate as an “on-ramp” or “gateway” to the “Regional Sector Pathways” programs either built out or identified through the regional planning process described above.
- AJCCs will continue to provide the full array of Career Services and function as labor exchanges. Still, there will be much greater emphasis on treating AJCCs as an access point for education and training services for those who want and need them.

AJCC Certification Workgroup's Vision

- All AJCC staff (i.e., the staff of all co-located partners regardless of staff position or program) value both skill development and employment outcomes and know how they can promote and contribute to both.
- All AJCC staff knows the regional target sectors, can identify regional sector career pathways, and can understand what those mean in terms of providing services to customers.
- The AJCC has skill development and training opportunities for customers at all skill and experience levels.
- The AJCC staff assist customers in accessing and enrolling in robust training services, including career pathways, integrated education and training, workforce preparation, work-based learning, and apprenticeship.
- AJCC staff are committed to and competent in helping customers navigate career pathways that result in industry-recognized credentials.
- The AJCC does not implement a “sequence of service requirement” for training and does not have cumbersome entry steps that prohibit easy access to education and training that leads to industry-recognized credentials.
- The AJCC ensures that supportive services are available to customers, as appropriate, to facilitate participation in training services.
- The AJCC strives to increase the number of all AJCC customers receiving skill development and training services, resulting in industry-recognized credentials.

AJCC Certification Indicator #4: The AJCC is an on-ramp for skill development and the attainment of industry-recognized credentials that meet the needs of targeted regional sectors and pathways.

Assessment of the AJCC's Strengths and Continuous Improvement Opportunities:

Use the space below to add text.

- The Fairfield AJCC is an on-ramp for skill development and attaining industry-recognized credentials that meet the needs of targeted regional sectors and pathways.
- The Fairfield AJCC staff understands the importance of providing valuable skills to job seekers that will lead to employment in specific regional sectors that align with the regional plan.
- The AJCC continues to be an access point for education and training and facilities career services in high-demand occupations to customers.
- Labor market information and education and training information is provided to job seekers that align with the regional economy's needs.
- The Fairfield AJCC has information on an array of options for customers seeking training services, which include career pathways, integrated education and training, workforce preparation, work-based learning, and apprenticeships.
- The Fairfield AJCC staff provide supportive services for customers in education or training services.

Continuous Improvement Opportunities:

- Ensuring that Fairfield AJCC staff receive ongoing training on interpreting and applying labor market information (LMI) effectively would empower them to better assist job seekers and businesses.
- The overall AJCC system could benefit from a system for continuous monitoring and analysis of local and regional economic trends. This could involve quarterly reviews and updates on LMI to stay aligned with industry shifts.
- Strengthened collaboration with local educational institutions and industry associations would ensure training programs are responsive to current and emerging economic demands.
- The Fairfield AJCC could enhance communication strategies to regularly inform job seekers about the most in-demand skills and occupations based on updated economic evaluations.

AJCC Certification Indicators #5: The AJCC actively engages industry and labor and supports regional sector strategies through an integrated business service strategy that focuses on quality jobs.

U.S. Department of Labor Characteristics of a High Quality AJCC

- A. Design and implement practices that actively engage industry sectors and use economic and labor market information, sector strategies, career pathways, registered apprenticeships, and competency models to help drive skill-based initiatives.
- B. Develop, offer, and deliver quality business services that assist specific businesses and industry sectors in overcoming the challenges of recruiting, retaining, and developing talent for the regional economy.
- C. To support area employers and industry sectors most effectively, AJCC staff identify and clearly understand industry skill needs, identify appropriate strategies for assisting employers, and coordinate business services activities across AJCC partner programs, as appropriate.
- D. To incorporate an integrated and aligned business services strategy among AJCC partners to present a unified voice for the AJCC in its communications with employers.
- E. Additionally, AJCCs use the forthcoming performance measure(s) on effectiveness in serving employers to support continuous improvement of these services.

California State Plan Vision and Strategies

- A. Regional partnerships: building partnerships between industry leaders, workforce professionals, education and training providers, and economic development leaders to develop workforce and education policies that increase job quality and support regional economic growth.
- B. Sector strategies: aligning workforce and education programs with leading and emergent industry sectors' skills needs.
- C. Fostering demand-driven skills attainment: workforce and education programs must align program content with the state's industry sector needs to provide California's high road employers and businesses with the skilled workforce it needs to compete in the global economy.

AJCC Certification Workgroup's Vision

- All AJCC staff have advanced knowledge of the regional economy, labor market conditions, business talent supply chains, and the needs of high-growth sectors and high road employers.
- The AJCC focuses on quality jobs by actively promoting targeted sector opportunities and high-demand occupations to all AJCC customers.

- The AJCC promotes systems and partnerships that connect workers to high-quality jobs or entry-level work with clear routes to advancement.
- The AJCC has a defined strategy in place to regularly seek and capture employer advice in the design and delivery of demand-driven services for job seekers.
- The AJCC is an integral partner in the implementation of the Local Board's integrated business services strategy and seeks to minimize redundant employer contacts while maximizing access to system-wide, integrated business services.
- The AJCC offers a wide range of AJCC-based services for employers, including referral of qualified candidates, on-site recruitment, pre-employment testing, skill verification, and hiring and training subsidies.
- The AJCC consistently seeks feedback and satisfaction data from businesses on the delivery of business services and applies it for continuous improvement.

AJCC Certification Indicators #5: The AJCC actively engages industry and labor, and supports regional sector strategies through an integrated business service strategy that focuses on quality jobs.

Assessment of the AJCC's Strengths and Continuous Improvement Opportunities:

Use the space below to add text.

- As part of the Solano Workforce Development Board, the Fairfield AJCC fosters collaboration among workforce professionals, industries, trades, and educational institutions, enhancing policy development that addresses regional job needs.
- The Fairfield AJCC staff possess advanced knowledge of the local economy, labor market conditions, and business talent supply chains, allowing them to effectively address the workforce requirements of high-growth sectors.
- The Fairfield AJCC's targeted approach to supplying talent for high-demand industries ensures the workforce development efforts align with the needs of employers, facilitating economic growth.
- The Fairfield AJCC offers a wide range of pre-employment testing and industry-specific skills verification helps job seekers demonstrate their qualifications to employers.
- The Fairfield AJCC has the availability of virtual partner training and workshops that expand access to skills development, accommodating diverse learning needs and schedules.
- The Fairfield AJCC's ability to respond to changing labor market conditions and emerging industry trends positions it as a vital resource for both job seekers and employers.
- The Fairfield AJCC staff routinely seeks feedback from businesses on the delivery of business services and applies the learning for continuous improvement.

Continuous Improvement Opportunities:

- Opportunities exist to schedule consistent meetings with current partners around business service strategies to ensure alignment and address any concerns or new opportunities.
- Promoting emerging industries in the region that are aligned with local strengths and resources within the AJCCs would strengthen customer awareness of new opportunities.
- All AJCC staff should be able to ensure that local businesses are aware of available talent development incentives, such as financial grants, low-interest loans, or specialized workforce.

- Stronger collaborations between government, business, and educational institutions would strengthen an ecosystem that supports industry growth.
- Establishing a formal, structured feedback loop with local businesses and employers would help collate insights on workforce needs and trends. This information can inform service offerings and training programs.

AJCC Certification Indicator #6: The AJCC has high-quality, well-informed, and cross-trained staffing.

U.S. Department of Labor Characteristics of a High Quality AJCC

- A. Train and equip AJCC staff in an ongoing learning process with the knowledge, skills, and motivation to provide superior service to all job seekers, including those with disabilities and businesses, in an integrated, regionally focused framework of service delivery. AJCC staff are cross-trained, as appropriate, to increase staff capacity, expertise, and efficiency. Cross-training allows staff from differing programs to understand every program and to share their expertise about the needs of specific populations so that all staff can better serve all customers. AJCC staff are routinely trained and are keenly aware of how their function supports and contributes to the overall vision of the local board.
- B. The AJCC center is staffed with highly trained career counselors, skilled in advising job seekers of their options, knowledgeable about local labor market dynamics, and aware of available services inside and outside the AJCC.

California State Plan Vision and Strategies

Certification criteria will include an assessment of professional development and staff capacity building.

AJCC Certification Workgroup's Vision

- The AJCC has regular staff meetings with all AJCC staff (i.e., the staff of all co-located partners regardless of program) to build relationships, provide updates on center activities, and discuss strategies for AJCC improvement.
- Partners have agreed to provide training to all AJCC staff on a regular basis.
- There is a capacity building and/or professional development plan for staff and partners.
- All AJCC staff has received training on the services of One-Stop partners, eligibility for those services, and the process for referring customers to partners.
- All AJCC staff has received training on how to use labor market information to help customers identify career pathways, develop in-demand skills and credentials, and find jobs.
- All AJCC staff has received training to effectively assist customers in registering with CalJOBS and match customers to available jobs.
- All AJCC staff has received training on serving individuals with barriers to employment, including customers with disabilities.
- All AJCC staff has received training on providing excellent customer service and customer-centered design.
- All AJCC staff has received training on sector strategies, career pathways, job quality, and high road training partnerships.

AJCC Certification Indicator #6: The AJCC has high-quality, well-informed, and cross-trained staffing.

Assessment of the AJCC's Strengths and Continuous Improvement Opportunities:

Use the space below to add text.

- The Fairfield AJCC staff are trained in providing tailored customer centered assistance to job seekers and employers.
- The AJCC staff are proficient in registering customers in CalJOBS and matching them to job opportunities.
- At least monthly "Meet and Greet" Sessions are offered that help customers with job searching, career change, and skills development, as well as understanding the programs and services available to them
- The Fairfield AJCC staff offer personalized job coaching, supporting customers throughout their employment journey.
- A clear process is in place to refer customers to partner organizations for additional services or support.
- The Fairfield staff receive regular training and updates on labor market information trends, keeping them informed about the latest job market developments.
- Continuing education is imperative for all staff in workforce development and technology.

Continuous Improvement opportunities:

- Continuous cross-training with partner programs would increase staff knowledge about the services offered by partner organizations, fostering better collaboration and improving client co-enrollment.
- Cross-training on eligibility requirements from partner programs would help staff provide more comprehensive support and refer clients to appropriate services more effectively.

AJCC Certification Indicator #7: The AJCC achieves business results through data-driven continuous improvement.

U.S. Department of Labor Characteristics of a High Quality AJCC

- A. Use common performance indicators to ensure that federal investments in employment and training programs are evidence-based, labor market-driven, and accountable to participants and taxpayers. Center performance is transparent and accountable to the communities and regions served; data entry staff are trained and understand the importance of data validation, data collection processes, and the importance of accurate reporting.
- B. Develop and implement operational policies that reflect an integrated performance, communication, and case management system, and use technology to achieve integration and expanded service offerings.

California State Plan Vision and Strategies

Certification criteria will include an assessment of the way the AJCC will use data for continuous improvement.

AJCC Certification Workgroup's Vision

- The AJCC contributes to the achievement of WIOA performance indicators for all core program partners.
- The AJCC reports to the Local Board on an ongoing basis the number of customers served, the types of services provided, and the outcomes of those services.
- The AJCC operates in a cost-efficient manner, and the results justify the resources invested.
- The AJCC has a system in place to collect satisfaction data from individuals and employers using the AJCC's services.
- The AJCC has a system in place to capture and respond to specific customer feedback, complaints, and compliments.
- The AJCC regularly reviews and analyzes performance, customer satisfaction, and service data and develops specific plans for AJCC service improvements.
- The AJCC regularly identifies areas of needed technical assistance to improve business results and taps available resources to obtain needed assistance.

AJCC Certification Indicator #7: The AJCC achieves business results through data-driven continuous improvement.

Assessment of the AJCC's Strengths and Continuous Improvement Opportunities:

Use the space below to add text.

- The Fairfield AJCC plays an essential role in meeting WIOA performance indicators for all core program partners.
- The Fairfield AJCC provides regular reports to the local Board, detailing customer numbers, types of services, and services outcomes.
- The Fairfield AJCC actively reviews and analyzes its data to create targeted improvement plans.
- There is a structured system in place to gather and address customer feedback, including complaints and compliments.
- The Fairfield AJCC regularly identifies areas in need of technical assistance and taps into available resources.

Continuous Improvement Opportunities:

- The Fairfield AJCC will continue to use common performance indicators to ensure that federal investment in employment and training programs are evidence – based, labor market-driven, and accountable to participants and taxpayers.
- Center performance should be more transparent to the community and region served.

By signing below, the Local Board Chair agrees with the **AJCC's Certification Indicator Assessment** and attests to develop a continuous improvement plan with target dates.

Signature

Click here to enter text.

Name

Chris Churchill

Title

Board Chair

Date



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

AGENDA SUBMITTAL

SUBJECT Approval of Lease Agreement with California Department of General Services for 1440 Marin St, Vallejo	MEETING DATE November 15, 2024	AGENDA ITEM IX.F
FROM Heather Henry, President/Executive Director	ACTION REQUIRED YES ✓ NO	ATTACHMENTS A

RECOMMENDATION

It is recommended that the Board of Directors take action to approve entering into a lease with the California General Services Department for 2,175 square feet of cubicle space, training room space, and shared common space at the State Employment Development Department (EDD)-managed 1440 Marin Street, Vallejo site, which serves as Solano’s comprehensive America’s Job Center of California (AJCC) location. This lease will need County Board of Supervisors’ approval.

DISCUSSION

The WDB has been renting space in the building for several years; this replacement lease reduces space for program services, due to the ending of past County contracts. A space reconfiguration was agreed upon between EDD and the WDB. The WDB has been providing services under these programs in Vallejo at 1440 Marin St. since 2014.

In addition, since the most recent lease expired September 30, 2022, the WDB negotiated a past due amount to settle occupancy from October 1, 2022 – June 30, 2024. The WDB has agreed to pay a lump sum amount of \$35,274.60, which is equal to 12 months of past rent, to be paid at the beginning of the new lease term. EDD has agreed to reduce the past rent amount due by \$37,623.18. The remaining balance of past rent will be incorporated into the operating costs of the new lease renewal and amortized over the first 48 months of the lease term, beginning July 2024. After 48 months, the monthly rent will decrease to an adjusted amount that is in alignment with actual price per square foot operating costs.

Lease processing started with EDD and WDB identifying appropriate space in the building, which was conveyed to EDD’s Business Operations Division for preparation of the floor plan, which was then passed to the State General Services Department for lease finalization and approval. Delays in processing are only now providing a lease document for a period that began July 1, 2024.

Lease Information

Term: July 1, 2024 – June 30, 2029

Space: 2,175 sq. ft.

Cost: \$2.27 per square foot

\$5,488.42 monthly rent from July 1, 2024 through June 30, 2028

\$4,937.25 from July 1, 2028 through June 30, 2029

REPORT PREPARED BY

Heather Henry, President/Executive Director. Please contact Heather at 707-863-3501 if you have any questions regarding the information outlined in this report.

STATE OF CALIFORNIA

OFFICE MEMO

STD. 100 (REV. 1/90)

DATE REVISED 09/16/2024

TO:

Koren Howell, Real Estate Officer
 Carrie Gordon, Space Planner
 Department of General Services (DGS)
 707 Third Street, West Sacramento, CA 95605-2811

ROOM/STA. NO. 5-305

FROM:

Melissa Corker, Lease Coordinator
 Employment Development Department (EDD)
 722 Capitol Mall, MIC 62-2
 Sacramento, CA 95814

PHONE NUMBER 916-812-5389

ROOM/STA. NO. 2099 / MIC 62-2

SUBJECT:

DGS Project Number: 13311, EDD Project Number: 221002
EDD Lease with Workforce Development Board of Solano County

PLEASE NOTE REVISIONS TO IMPORTANT TERMS – highlighted in yellow. These are the only revisions to be made, all else remains unchanged.

Please find attached the following documents required by the Department of General Services (DGS) to execute the By-State Lease renewal agreement between the State and Workforce Development Board of Solano County at the EDD office located at 1440 Marin Street, Vallejo, California, 94590:

1. DGS Lease Information Sheet
2. Payee Data Record (Std. 204)
3. Signed floor plan (Exhibit A)
4. EDD Operating Costs

Below are the important terms of the lease agreement:

1. Lease Term: Begins 07/01/2024, Ends 06/30/~~2028~~ **2029**
2. Early Termination: 06/30/~~2026~~ **2027** with 60 days' written notice
3. Square Feet: The EDD and the Workforce Development Board of Solano County have reviewed and approved the Exhibit A for EDD to occupy **2,175** square feet.
4. Parking: **0** exclusive parking spaces, **0** nonexclusive parking spaces
5. Rent Schedule:
 - 07/01/2024 – 06/30/2025: \$5,488.42
 - 07/01/2025 – 06/30/2026: \$5,488.42
 - 07/01/2026 – 06/30/2027: \$5,488.42

- 07/01/2027 – 06/30/2028: \$5,488.42
- 07/01/2028 – 06/30/2029: \$4,937.25

6. The service responsibilities will be as follows:

Utilities				Security				Services			
	EDD	LESSOR	N/A		EDD	LESSOR	N/A		EDD	LESSOR	N/A
Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Alarm Monitoring	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pest Control	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trash Disposal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	CCTV/Cameras	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Common Area Maint. (CAM)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water Service	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Panic Buttons	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Janitorial Service	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Electricity/Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Security Guard	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Janitorial Supplies	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The Lessee, Workforce Development Board of Solano County, is paying its fair share of the above services within the operating cost. The Lessor, EDD, is providing these services as part of the AJCC operations.

Please indicate these lessor obligations within the lease document.

For signatures, please send the lease/sublease package to:

Heather Henry
 Workforce Development Board of Solano County
 500 Chadbourne Road, Suite A
 Fairfield, CA 94534

Ms. Henry can be reached at (707) 863-3501 or HHenry@solanowbd.org.

If you have any questions, please feel free to contact me at 916-812-5389 or melissa.corker@edd.ca.gov.

Thank you for your assistance.

Melissa Corker

Lease Coordinator
 Business Operations, MIC 62-2
 Administration Branch
 916-657-2465 Desk
 916-812-5389 Cell
melissa.corker@edd.ca.gov

State of California
Employment Development Department
 Sacramento, CA 95814
www.edd.ca.gov

BUILDING SPACE LEASE OF EDD OWNED PROPERTY

LEASE COVERING PREMISES LOCATED AT 1440 Marin Street Vallejo, CA 94590
AGENCY Employment Development Department 94-2807817

Lease No.: 1-007
Project No.: 13311

THIS LEASE, dated for reference purposes only this 17th day of September 2024 by and between the State of California, acting by and through its Director of General Services, hereinafter called the State, and Workforce Development Board of Solano County, hereinafter called Lessee.

WITNESSETH

Description

1. The State does hereby Lease to Lessee, and Lessee hereby hires from the State, upon the terms, agreements, and conditions hereinafter set forth, those certain Premises as outlined on the attached Exhibit "A" plan, dated September 7, 2024 consisting of one (1) pages, which is incorporated herein and by this reference made a part hereof and more particularly described as follows:

Approximately 2,175 net square feet of office space in the building located at 1440 Marin Street, Vallejo, California, hereinafter called "Premises".

Term

2. The term of this lease shall commence July 1, 2024, and end June 30 2029, with such rights of termination as are hereinafter expressly set forth.

Early Termination

3. Either party may terminate this lease at any time effective on or after June 30, 2027, by giving written notice to the other party at least sixty (60) days prior to the date when such termination shall become effective.

However, if Premises must be vacated due to sale, demolition or seismic retrofit, State may terminate this Lease by giving three hundred sixty-five (365) days prior written notice to Lessee.

Rent

4. Lessee shall make rental payments for the Premises monthly in advance, in the sum of:

FIVE THOUSAND FOUR HUNDRED EIGHTY-EIGHT AND 42/100 DOLLARS (\$5,488.42) from July 1, 2024, through June 30, 2028; then

FOUR THOUSAND NINE HUNDRED THIRTY-SEVEN AND 25/100 DOLLARS (\$4,937.25) from July 1, 2028, through June 30, 2029; and thereafter.

Payments shall be made to:

Employment Development Department
Accounts Receivable, MIC 70
P.O. Box 826217
Sacramento, CA 94230-6217

Rental payable hereunder for any period of time less than one month shall be determined by prorating the monthly rental herein specified based on the actual number of days in the month.

Use

5. The Leased Premises shall be used by Lessee during the term hereof for the purpose of general office use and for no other purpose whatsoever. The program conducted within the Leased Premises will be the function and total responsibility of Lessee, acting for and through its Board of Directors. State will have no obligation to provide any program needs, including any supplies and equipment, except as otherwise specified herein.

Holding Over

6. Should Lessee hold over after the expiration of the term of this Lease with the consent of State, expressed or implied, said tenancy shall be deemed to be a tenancy only from month-to-month and payable on a monthly basis in advance, subject otherwise to all the terms and conditions of this Lease insofar as applicable

State offers and Lessee accepts no assurance that the Leased Premises or any other comparable space or facilities at the site described herein will be made available to Lessee beyond the term stated above or as said term is reduced as provided herein.

Services

7. State at State's sole cost and expense, during the term of this Lease shall furnish the following services, utilities, and supplies to the Leased Premises:

- A. Electric, gas, sewer, trash disposal from a central receptacle, and water service.
- B. Cost of all telephone services will be the responsibility of Lessee.

Janitorial Services

8. State at State's sole cost and expense shall have or hire janitorial services sufficient to maintain the interior in a clean and well-maintained condition.

Repair and Maintenance

9. During the Lease term, the State shall maintain the Leased Premises in good repair and tenantable condition, so as to minimize breakdowns and loss of Lessee's use of the Premises caused by deferred or inadequate maintenance, including:

- A. Generally maintaining the Leased Premises in good, vermin-free, operating condition and appearance;
- B. Furnishing prompt, good quality repair of the building, equipment and appurtenances;
- C. Furnishing preventative maintenance, including, but not limited to, manufacturer's recommended servicing of equipment such as elevator (if any), heating, air conditioning and ventilating equipment and fixtures.

State shall provide prompt repair or correction on any damage except damage arising from a willful or negligent act of Lessee's agents, employees or invitees.

Lessee is responsible for maintaining all personal property, including voice and data equipment, and support equipment within the Leased Premises. Lessee is solely responsible for all damage arising from willful or negligent acts of Lessee's agents, employees and invitees.

Recovery of Legal Fees

10. If an action is brought by the State for the recovery of any rent due under the provisions hereof, or for any breach hereof, or for the recovery of possession of the Leased Premises, or to protect any rights given to the State against Lessee, the State shall be entitled to attorney's fees in the action, as the court determines to be reasonable, which shall be fixed by the court as part of the costs of the action.

Hold Harmless

11. The State of California is to be free from all liability and claims for damages by reason of any injury to any person or persons, including Lessee, or property of any kind whatsoever and to whomsoever belonging, including Lessee, from any cause or causes whatsoever while in, upon or in any way connected with the Premises during the term of this Lease or any occupancy hereunder except those arising out of the sole negligence of the State. Lessee agrees to defend,

indemnify and hold harmless the State of California from all liability, loss, cost or obligation on account of or arising out of any such injury or loss, however occurring. Lessee agrees to provide necessary worker's compensation insurance for all employees of Lessee upon said Premises at Lessee's own cost and expense.

Insurance

12. Lessee shall furnish a certificate of insurance with the State's lease number indicated on the face of said certificate, issued to State with amounts of commercial general liability of at least \$1,000,000 per occurrence and fire legal liability of at least \$500,000 naming the State of California, its officers, agents and employees as additional insureds. Said certificate of insurance shall be issued by an insurance company with a rating, which is acceptable to Department of General Services, Office of Insurance and Risk Management.

It is agreed that State shall not be liable for the payment of any premiums or assessments on the insurance coverage required by this paragraph. The certificate of insurance shall provide that the insurer will not cancel the insured's coverage without thirty (30) days' prior written notice to State. Lessee agrees that the insurance herein provided for shall be in effect at all times during the term of the Lease. In the event said insurance coverage expires at any time or times during the term of this Lease, Lessee agrees to provide State at least thirty (30) days' to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than one (1) year. In the event Lessee fails to keep in effect at all times insurance coverage as herein provided, State may, in addition to any other remedies it may have, terminate this Lease upon the occurrence of such event.

If Lessee is self-insured, Lessee shall provide State with written acknowledgment of this fact at the time of the execution of this Lease. Lessee shall annually thereafter, on the anniversary of the date of execution of this Lease, provide State with a written acknowledgment of the continuation of its self-insured status. If, at any time after the execution of this Lease, Lessee abandons its self-insured status, Lessee shall immediately notify State of this fact.

Losses

13. State will not be responsible for losses or damage to personal property, equipment or materials of Lessee and all losses shall be reported to State immediately upon discovery.

Non-Discrimination

14. In the performance of this Lease, Lessee shall not discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, age (over 40), marital status, sex, sexual orientation, or use of family care leave. Lessee shall insure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment.

Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Lessee shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Lessee shall give written notice of its obligations under this clause to any labor organizations with which they have a collective bargaining or other Agreement. Further, Lessee shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices Section. (Government Code, Section 12920-12994).

REMEDIES FOR WILLFUL VIOLATIONS:

- A. The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon the receipt of a final judgment having that effect from a court in an action to which Sublessee was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Sublessee has violated the Fair Employment Practices Act and has issued an order pursuant to the appropriate provisions of the Government Code;
- B. The State shall have the right to terminate this lease and any loss or damage sustained by the State by reason thereof shall be borne and paid for by the Sublessee.

**Debt Liability
Disclaimer**

15. State will not be liable for any debts or claims that arise from operation of this Lease.

**Partnership
Disclaimer**

16. Lessee and any and all agents of Lessee shall act in an independent capacity and not as officers or employees of the State. Nothing herein contained shall be construed as constructing the parties herein as partners.

Encumbrances

17. Lessee and State hereby acknowledge and agree that Lessee does not intend to encumber by deed of trust Lessee's interest in Premises for the purpose of constructing improvements thereon. Any such encumbrances are void without prior written consent from State.

Taxes

18. Lessee agrees to pay all lawful taxes, assessments or charges which at any time may be levied by any public entity upon any interest in this lease of any possessory right which Lessee may have in or to the Premises or the improvements thereon by reason of Lessee's use or occupancy thereof or otherwise as well as all taxes, assessments, and charges on goods, merchandise, fixtures, appliances, equipment and property owned by Lessee in or about said Premises. It is further understood that this Lease may create an interest subject to property taxation and Lessee may be subject to the payment of property taxes levied on such interest.

Subletting

19. Lessee shall not assign this Lease in any event and shall not sublet the Leased Premises or any part thereof and will not permit the use of the Leased Premises by anyone other than Lessee without prior written consent of the State.

**Condition of
Premises**

20. Lessee accepts the Premises as being in good repair and tenantable condition, unless otherwise specified herein, and agrees that on the last day of the term, or the earlier termination of this Lease, to surrender to State the Premises, with any appurtenances or improvements therein, in the same condition as when received, reasonable use and wear thereof and damage by acts of nature, excepted.

**Compliance
With Laws**

21. Lessee shall at its sole cost and expense comply with all the requirements of all Municipal, County, State, and Federal authorities now in force or which may hereafter be in force pertaining to the Premises and use of the Premises as provided by this Lease.

Any physical change to the improvements at the facility shall comply with the California Environmental Quality Act (CEQA).

**Abandonment
of Premises**

22. If Lessee abandons, vacates or surrenders the Premises, or is dispossessed by process of law, any personal property belonging to Lessee and left on the Premises shall be deemed to be abandoned at the option of the State. Failure by Lessee to occupy and/or use the Premises for a period of thirty (30) days or longer shall constitute abandonment by Lessee.

**Vacating The
Premises**

23. Lessee shall, on the last day of said term or sooner termination of this Lease, peaceably and quietly leave, surrender, and yield to State, all and singular, the Premises in good order,

condition, and repair, reasonable use and wear thereof and damage by acts of nature excepted. Upon termination, a qualified State representative shall inspect the Premises to determine that the Premises were left in accordance to the terms specified. In the event damage has occurred, Lessee shall assume liability for the cost to restore the Premises to its prior condition.

Construction, Alterations and Repairs

24. The Lessee shall make no repairs, changes, and/or alterations or post signs to the Leased Premises without first obtaining prior consent from the State in writing.

No alterations to the Premises or construction of improvements thereon shall be permitted to begin until State has approved the completed plans and specifications for said project. Said plans are to be prepared by an architect registered by the State of California. Once Lessee has provided State said plans and specifications, State shall have a thirty (30) day minimum review period before granting Lessee approval or disapproval of the project in writing.

Request for alterations, additions or improvements shall not be unreasonably denied. Lessee shall, at the time of the request, specify if they desire to retain ownership and/or possession of the alteration, addition, or improvement.

Disposition of Improvements

25. Upon termination of this Lease for any cause, Lessee shall remove any and all equipment and improvements of Lessee and restore the entire Premises to its condition prior to the execution of this lease. However, the State may approve, in writing, any deviation from this requirement.

Mutual Consent

26. Notwithstanding any provision contained herein to the contrary this Lease may be altered, changed, or amended by mutual consent of the parties hereto in writing.

Default

27. Lessee shall pay said rent to the State without deduction, default or delay. In the event of the failure of lessee to do so, or in the event of a breach of any of the other terms, covenants or conditions herein contained on the part of Lessee to be kept and performed and if such default continues for a period of thirty (30) days after receipt of written notice from State to Lessee of such default, this Lease may be terminated. In the event of termination of this Lease, it shall be lawful for State to reenter into and upon the Premises and every part thereof and to remove and store at Lessee's expense all property therefrom and to repossess and occupy the Premises. In the event State terminates this Lease pursuant to this paragraph, the State shall not be required to pay Lessee any sum or sums whatsoever.

Fire and Casualty Damages

28. State will not keep improvements which are constructed or installed by Lessee under the provisions of this Lease insured against fire or casualty, and Lessee will make no claim of any nature against State by reason of any damage to the business or property of Lessee in the event of damage or destruction by fire or other cause, arising other than from or out of negligence or willful misconduct of agents or employees of the State of California in the course of their employment.

Cancellation

29. Notwithstanding any other provisions contained herein, any violation of the terms or conditions of this Lease or of the department's rules and regulations that continue for a period of thirty (30) days after written notice by the State to Lessee, shall be grounds for immediate cancellation of the Lease and removal of Lessee.

Notices

30. All notices or other communications required or permitted hereunder shall be in writing and shall be personally delivered (including by means of professional messenger service) or sent by overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below, or sent by electronic facsimile to the telefacsimile numbers set forth below. All such notices or other communications shall be deemed received upon the earlier of: (i) if personally delivered or sent by overnight courier, the date of delivery to the address of the person to receive such notice; (ii) if mailed as provided above, on the date of

receipt or rejection; or (iii) if given by electronic facsimile, when received by the other party if received Monday through Friday between 6:00 a.m. and 5:00 p.m. Pacific Standard Time, so long as such day is not a state or federal holiday and otherwise on the next day provided that if the next day is Saturday, Sunday, or a state or federal holiday, such notice shall be effective on the following business day.

To the Lessee: Heather Henry, Executive Director
Workforce Development Board of Solano County
500 Chadbourne Rd., Suite A
Fairfield, CA 94534 **Phone No.:** (707) 863-3501
FAX No.: (707) 864-3386
Email: HHenry@solanowdb.org

To the State:
DEPARTMENT OF GENERAL SERVICES, PHONE NO. (916) 375-4172
REAL ESTATE SERVICES DIVISION FAX NO. (916) 375-4029
LEASE MANAGEMENT C 1-007 Email: leasemanagement@dgs.ca.gov
707 THIRD STREET, SUITE 5-305
WEST SACRAMENTO, CA 95605

With a copy to:
EMPLOYMENT DEVELOPMENT DEPARTMENT
800 CAPITOL MALL, MIC 62-8
SACRAMENTO, CA 95814

Notice of change of address or Fax number shall be given by written notice in the manner described in this section. Lessee is obligated to notice all state offices listed above and the failure to provide notice to all State offices will be deemed to constitute a lack of notice.

The address to which notices shall be mailed as aforesaid to either party, may be changed by written notice given by subject party to the others, as hereinbefore provided; but nothing herein contained shall preclude the giving of any such notice by personal service.

State's Right of Entry

31. During continuance in force of this Lease, there shall be and is hereby expressly reserved to State and to any of its agencies, contractors, agents, employees, representatives, or licensees, the right at any and all times, and any and all places to temporarily enter upon said Leased Premises for inspection or other lawful State purposes, provided Lessee is given prior notice of entry. In the event of an emergency, prior notice is not required.

No Smoking

32. Smoking is not allowed in or upon the Leased Premises. Lessee will enforce the smoking prohibition inside the building, and within 15 feet of any entrance

Property Inspection

33. Sublessee has visited and inspected the Premises and it is agreed that the area described herein is only approximate and the State does not hereby warrant or guarantee the actual area included hereunder.

Binding Clause

34. The terms and provisions of this lease shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereon.

Section Headings

35. All section headings contained herein are for convenience of reference only, and not intended to define or limit the scope of any provisions of this Lease.

Relocation

36. In the event State terminates this Lease pursuant to Paragraphs 3, 24, and/or 26, Lessee acknowledges and agrees that it has no claim against State for relocation payments, relocation advisory assistance, or costs pursuant to government code sections 7260 et seq. or

any regulations implementing or interpreting such sections. Lessee further agrees that it has no claim in either law or equity against State for damages or other relief should the Lease be terminated, and waives any such claims it may have.

Hazardous Substances

37. State agrees that it will comply with all applicable laws existing during the term of this lease pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law. In the event Lessor or any of its affiliates, successors, principals, employees, or agents should incur any liability, cost, or expense, including attorney's fees and costs, as a result of the State's illegal or alleged illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, the State shall indemnify, defend, and hold harmless any of these individuals against such liability, to the extent authorized by Government Code section 14662.5. Where the State is found to be in breach of this provision due to the issuance or a government order directing the State to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by the State or any person acting under State's direct control and authority, State shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by Lessor in connection with or in response to such government order, to the extent authorized by Government Code section 14662.5. In the event a government order is issued naming the State or the State incurs any liability during or after the term of the lease in connection with contamination which pre-existed the State's obligations and occupancy under this lease or which were not caused by the State, Lessor shall hold harmless, indemnify, and defend the State in connection therewith and shall be solely responsible as between State and Lessor for all efforts and expenses thereto.

Liens

38. Lessee shall keep the Premises free from all liens and claims of mechanics, material suppliers, and others from work done and material furnished at the request of Lessee. Should any lien or claim of lien be filed or notice be given, Lessee shall cause the same to be immediately canceled and removed, and if so removed, Lessee shall not be in default under the terms of this Lease.

Time Is of The Essence

39. Time is of the essence of each and all of the provisions, covenants and conditions of this lease.

No Oral Agreements

40. It is mutually understood and agreed that no alterations or variations of the terms of this lease shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

Force Majeure

41. If either Sublessee or State shall be delayed or prevented from the performance of any act required hereunder by reasons of acts of God, governmental restrictions, regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Sublease) or other cause without fault and beyond the control of the party obligated (except financial inability), performance of such act shall be extended for a period equivalent to the period of such delay. Nothing in this clause shall excuse Sublessee from prompt payment of any rent, taxes, insurance or any other charge required of Sublessee, except as may be expressly provided in this Sublease.

Bankruptcy

42 In no event shall this Sublease or the leasehold estate become an asset of Sublessee in bankruptcy, receivership or other judicial proceedings. Sublessee shall be in default under this Sublease and the provisions of the "Right of Entry", Paragraph Number 28 hereof, shall apply in the event of any of the following: (a) Sublessee becomes insolvent or makes an assignment for the benefit of creditors; (b) a petition in bankruptcy is filed by or against Sublessee; (c) a writ of execution is levied against this Sublease or the leasehold estate, (d) Sublessee abandons or vacates or does not continuously occupy or safeguard the Premises.

**Construction
Related
Accessibility
Standard
Compliance
Act**

43. Pursuant to California Civil Code §1938, the Lessor states that the leased premises:
- have not undergone an inspection by a Certified Access Specialist (CASp). A CASp can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the premises, the Lessor may not prohibit the tenant from obtaining a CASp inspection of the premises for occupancy by the tenant, if requested by the tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.
 - have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the leased premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.53 et seq. Lessor shall provide a copy of the current disability access inspection certificate and any inspection report to the State within seven days of the date of execution of the lease pursuant to subdivision (b).
 - have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the leased premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.53 et seq.” Lessor shall provide a copy of any inspection report to the State prior to the execution of the Lease. If the report is not provided to the State at least 48 hours prior to execution of the lease, the State shall have the right to rescind the lease, based upon the information contained in the report, for 72 hours after execution of the lease.

**Executive
Order N-6-22 –
Russia
Sanctions**

44. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this lease. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

**Superseding
An Existing
Lease**

45. Effective upon acceptance and occupancy of this space hired herein, this lease supersedes and cancels that certain lease for premises located at 1440 Marin St., Vallejo, CA 94590, dated April 11, 2018, by and between Workforce Development Board of Solano County as Lessee, and the State of California by and through its Director of the Department of General Services.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, this lease has been executed by the parties hereto as of the date written below

STATE OF CALIFORNIA

LESSEE

Approval Recommended

DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES DIVISION
ASSET MANAGEMENT BRANCH

WORKFORCE DEVELOPMENT BOARD OF
SOLANO COUNTY

By _____
Koren Howell, Real Estate Officer
Real Estate Leasing and Planning Section

By _____
Heather Henry, Executive Director

Date _____

Date _____

Approved:

DIRECTOR OF THE DEPARTMENT
OF GENERAL SERVICES

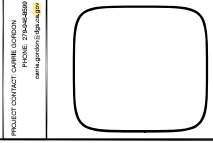
By _____
Brian Hensley, Leasing Manager
Real Estate Leasing and Planning Section

Date _____

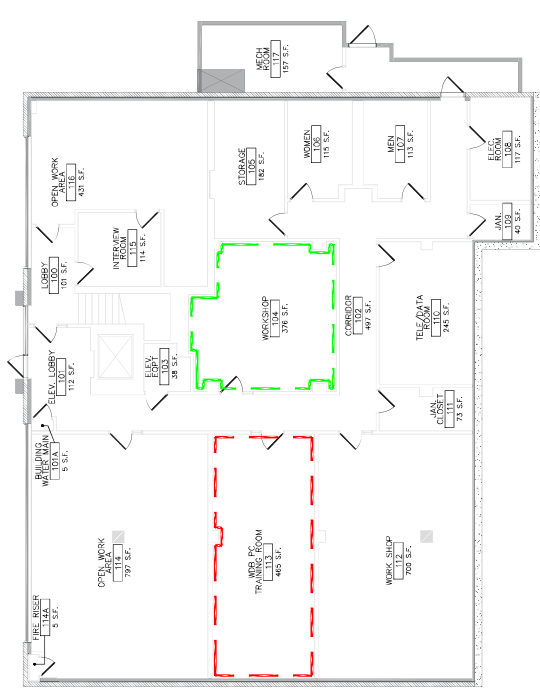
EMPLOYMENT DEVELOPMENT DEPARTMENT

By _____
SANDY M. MENDES, Esq., Division Chief
Business Operations Planning and Support
Division

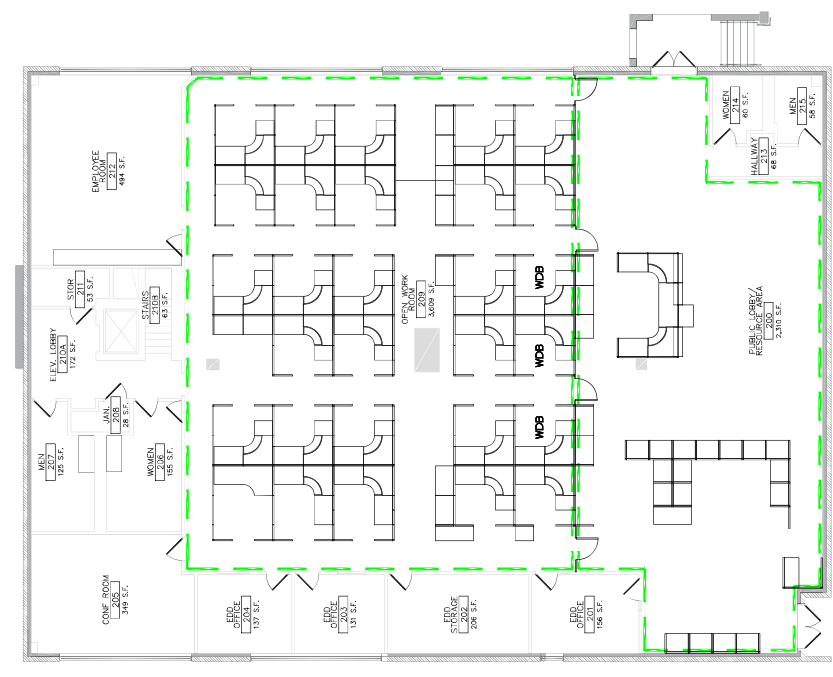
Date _____



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GROUND FLOOR PLAN
1/8" = 1'-0"



SECOND FLOOR PLAN
1/8" = 1'-0"

WDB LEASED AREA CALCULATIONS

DESCRIPTION	AREA (S.F.)	WDB LEASED AREA (S.F.)	PERCENTAGE (%)	DATE
GROSS BUILDING FLOOR AREA	14,140 S.F.			
RECEPTION	100.0	100.0	0.7%	
LOBBY	101.3	101.3	0.7%	
ELEV. LOBBY	112.6	112.6	0.8%	
OPEN WORK	437.3	437.3	3.1%	
INFORMATION	114.5	114.5	0.8%	
WORKSHOP	338.4	338.4	2.4%	
CONDUCTOR	497.3	497.3	3.5%	
TELEPHONE	740.0	740.0	5.2%	
CLOSET	113.5	113.5	0.8%	
WORKSHOP	792.5	792.5	5.6%	
TRAINING ROOM	485.3	485.3	3.4%	
WORKSHOP	792.5	792.5	5.6%	
STORAGE	208.3	208.3	1.5%	
CONFERENCE	249.3	249.3	1.8%	
OFFICE	120.0	120.0	0.9%	
RESTROOM	40.3	40.3	0.3%	
ELECTRICAL	117.3	117.3	0.8%	
WOMEN	113.5	113.5	0.8%	
MEN	113.5	113.5	0.8%	
STAIR	40.3	40.3	0.3%	
WDB EXCLUSIVE AREA		12,880 S.F.	91.1%	
WDB SHARED AREA		1,410 S.F.	10.0%	
SUB TOTAL		14,290 S.F.		
EXCLUSIVE WDB AREA:				
RECEPTION	100.0			
LOBBY	101.3			
ELEV. LOBBY	112.6			
OPEN WORK	437.3			
INFORMATION	114.5			
WORKSHOP	338.4			
CONDUCTOR	497.3			
TELEPHONE	740.0			
CLOSET	113.5			
WORKSHOP	792.5			
TRAINING ROOM	485.3			
WORKSHOP	792.5			
STORAGE	208.3			
CONFERENCE	249.3			
OFFICE	120.0			
RESTROOM	40.3			
ELECTRICAL	117.3			
WOMEN	113.5			
MEN	113.5			
STAIR	40.3			
TOTAL WDB EXCLUSIVE AREA		12,880 S.F.		
WDB COMMON AREA:				
CORRIDOR	497.3			
STAIR	40.3			
TOTAL WDB COMMON AREA		1,410 S.F.		
TOTAL WDB LEASED AREA:		14,290 S.F.		

ATTENTION:
 NO CHANGES, MODIFICATIONS OR SUBSTITUTIONS SHALL BE MADE TO THIS DRAWING WITHOUT THE WRITTEN APPROVAL OF THE ARCHITECT. ANY CHANGES, MODIFICATIONS OR SUBSTITUTIONS SHALL BE MADE TO THIS DRAWING BY A SEPARATE SHEET OF DRAWINGS. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF ANY INFORMATION PROVIDED BY OTHERS.
 SPACE DIMENSIONS INDICATED.

NOTE:
 DIMENSIONS OR ALTERATIONS ARE BEING MADE TO THIS DRAWING TO REFLECT AS-BUILT CONDITION. DIMENSIONS OR ALTERATIONS ARE BEING MADE TO THIS DRAWING TO REFLECT AS-BUILT CONDITION. DIMENSIONS OR ALTERATIONS ARE BEING MADE TO THIS DRAWING TO REFLECT AS-BUILT CONDITION.
 SPACE DIMENSIONS INDICATED.

BUILDING DATA	STORIES: 2
CONTRACTOR: TYPE: Y	AUTOMATIC SPRINKLERS: YES
OCCUPANCY GROUP: B	TYPE: B
FLOOR PLATE (97') x (40')	TASK NO.: 201





WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

AGENDA SUBMITTAL

<p>SUBJECT Review and Approval of a Contract with Muzetta Thrower Adult Education Center to Provide Industry-Based Training in Bio-Manufacturing for an Amount Not to Exceed \$50,000, Funded by the American Rescue Plan Act; Give President/Executive Director Authority to Finalize and Sign the Approved Contract, and Make Administrative Changes, as Needed</p>	<p>MEETING DATE November 15, 2024</p>	<p>AGEDA ITEM IX.G</p>
<p>FROM Heather Henry, President/Executive Director</p>	<p>ACTION REQUIRED YES ✓ NO</p>	<p>ATTACHMENTS A</p>

RECOMMENDATION

Staff is recommending the full board approve a contract with Muzetta Thrower Adult Education Center to provide industry-based training in bio-manufacturing for a period of December 1, 2024, through June 30, 2025, not to exceed \$50,000. This contract will be funded under the American Rescue Plan Act (ARPA).

It is also recommended that the Board authorize the President/Executive Director to finalize and sign the contract after it has been reviewed by County Counsel and approved as to form, and make administrative changes, as needed. Once approved, the contract will be submitted to the Solano County Administrator’s Office for final approval and execution.

As part of this agenda item, Attachment A includes the Cover Page, Scope of Work (Exhibit A), and Budget (Exhibit B). The contract General Terms and Conditions (Exhibit C) and ARPA Special Terms and Conditions (Exhibit D) remain the standard exhibits and therefore are not included in the attachment.

BACKGROUND

Under the ARPA Industry-Based Job Training initiative, the Workforce Development Board (WDB) of Solano County will engage the Muzetta Thrower Adult Education Center (Vacaville’s Adult School) in a contract to support biomanufacturing training initiatives. After working with Solano Community College and other stakeholders, it was determined that the community would benefit from a bridge program into degree programs for Biomanufacturing.

The WDB engaged Muzetta Thrower Adult Education Center in the project. Muzetta Thrower Adult Education Center provides basic academic, technical, and language instruction for the community. As part of this contract, the Muzetta Thrower Adult Education Center will develop a bridge training that provides an introduction to bioeconomy careers and will prepare students to meet the prerequisites to enter Solano Community College’s Biomanufacturing Bachelor’s program.

Short-term certifications will be explored to show biotechnology skills learned during the course, and the WDB and Muzetta Thrower Adult Education Center will work with Solano Community College to build articulation agreements.

This provide a community pathway into biomanufacturing careers for individuals without a bachelor's degree.

ALTERNATIVES

While not recommended, the Board could choose not to approve this contract, overall or in part, and instead direct staff to have the Planning & Oversight Committee review and approve changes. However, further delay will shorten the time allowed for successful implementation of services due to the ARPA timeline.

AGENCY BUDGET IMPACT

The WDB's FY2024-25 budget will include the necessary funding to cover the cost of this contract through American Rescue Plan Act (ARPA) industry-based job training funding.

REPORT PREPARED BY

Heather Henry, President/Executive Director. Please contact Heather Henry at 707-863-3501 if you have any questions regarding the information outlined in this report.

SERVICE AGREEMENT CONTRACT



For WDB Use Only
Contract No. PY-25-006

1. This Contract is entered into between the Workforce Development Board (WDB) of Solano County and Muzetta Thrower Adult Education Center (“Contractor”) for American Recovery Plan Act (ARPA) Industry Based-Training Services.
2. The term of this Contract is: December 1, 2024, through June 30, 2025.
3. The Maximum amount of this contract is: \$50,000

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

- Exhibit A – Scope of Work
- Exhibit B – Budget Detail and Payment Provisions
- Exhibit C – General Terms and Conditions
- Exhibit D – ARPA Special Terms and Conditions

Workforce Development Board

Muzetta Thrower

BY: _____
Authorized Signature

BY: _____
Authorized Signature

NAME: Heather Henry

NAME: _____

TITLE: President/Executive Director

TITLE: _____

DATE: _____

DATE: _____

ADDRESS: 500 Chadbourne Road, Suite A
Fairfield, CA 94534

ADDRESS: _____

APPROVED AS TO FORM

COUNTY OF SOLANO

Solano County Counsel Signature

BY: _____
Authorized Signature

NAME: William Emlen

TITLE: County Administrator

DATE: _____

ADDRESS: 675 Texas Street, Suite 6500
Fairfield, CA 94533

EXHIBIT A SCOPE OF WORK

I. SERVICE DELIVERY

A. GENERAL EXPECTATIONS OF THE CONTRACTOR

1. Develop a hands-on Bridge to Biotech Training Program strategically designed to address the training needs of the transitioning workforce and adult school students.
2. Follow American Rescue Plan Act (ARPA) and Workforce Development Board (WDB) of Solano County’s programmatic and administrative guidelines.
3. Document and communicate project progress in a reliable, professional, and responsible manner.

B. SERVICE ACTIVITIES

Contractor will provide the service activities as outlined below to accomplish the goal of the ARPA Industry-Based Job Training initiative. Target population: adult learners who do not have a bachelor’s degree that need assistance preparing for Solano Community College’s Biomanufacturing Program.

1. ***Development of Training Modules*** – Developing of training modules to build basic skills in biotechnology and biomanufacturing for entry-level positions that also address the prerequisites to enter Solano Community College’s Biomanufacturing programs. Training modules, based on curriculum from University of Florida’s Biotility, will include the following components:
 - Lab Procedures
 - Lab Safety
 - Basic biomanufacturing and biotechnology techniques
2. ***Skills Certification*** – identification and implementation of short-term technical skills certifications, to potentially include the Biotechnician Assistant Credentialing Exam (BACE) or a similar industry-recognized certification.
3. ***Pilot Training*** – Contractor will launch a pilot training cohort to test the functionality and effectiveness of the training modules and skills certification in the spring of 2025.
4. Contractor will support collection of registration, completion, credential, and other performance data documentation of participants per agreed-upon guidelines.

II. CONTRACTOR RESPONSIBILITIES

A. AVAILABILITY TO PERFORM SERVICES

1. Contractor will:
 - a. Deliver program services in accordance with the negotiated scope of work and budget;
 - b. Provide and train qualified staff to plan and administer the contracted services;
 - c. Provide program sustainability for duration of the Contract;
 - d. Provides services during business days and/or hours appropriate to program participants’ needs;
 - e. Provide internal monitoring and oversight of program activities and requirements;

- f. Guarantee that all program services provided are readily accessible to eligible individuals and meet Americans with Disabilities Act (ADA) and Equal Opportunity requirements; and
- g. Provide services that adhere to all applicable policies and procedures promulgated by the WDB, the County of Solano, and the Department of Treasury relating to contractor duties and responsibilities pursuant to the terms and conditions of this Contract.

B. HOURS OF OPERATIONS

Contractor shall offer its services on a provided schedule from Monday through Friday or based on the need and availability of the targeted population to be served.

C. CONTRACTOR’S RESOURCES

Contractor will implement and coordinate services and provide all necessary instructions, supervision, and supplies for program activities. Contractor shall maintain sufficient resources, including computer technology, to deliver the services and perform necessary administrative functions throughout the term of this contract.

D. CONFIDENTIALITY

All correspondence, communication and reporting mechanisms will adhere to WDB policies to safeguard the client’s confidentiality. No information that would personally identify the individual may be included in email correspondence. See *WDB 2018-01 Use and Confidentiality of Participant Personally Identifiable Information (PII) Policy* for further details.

E. COMMUNICATION AND MATERIALS

The Contractor will maintain regular communication with WDB staff. As part of this communication, the Contractor must inform the WDB of any special events under the ARPA umbrella of services prior to implementation.

Any documents connected with the contract and that use Contractor funds from the WDB must include the logo of the County of Solano, as well as the statement “Made possible by the funding from the County of Solano.” Appropriate documents include websites, news releases, brochures, newsletters, flyers, advertisements, public service announcements, posters, and any other public communication items. In addition, appropriate accessibility and accommodation information must be included in printed and digital collateral materials.

F. DOCUMENTATION AND RECORDS

The WDB and County of Solano shall have full and free access to any project documents and records at all times during normal business hours, including the right to inspect, copy, audit, and make records from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the WDB and the County of Solano shall have access to such records in the event an audit is required.

All reports, records, documents, and other materials prepared by the Contractor in the performance of this contract shall be the property of the WDB and shall be delivered upon request of the WDB. Contractor shall have no claim for further employment or additional compensation as a result of the exercise by the WDB of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use and shall have an unrestricted right to use the concepts embodied therein.

G. REPORTING REQUIREMENTS

Contractor shall work with the WDB to support any participant or project reporting requirements for services provided to participants as part of this Contract. All services being offered to participants will be entered into CalJOBS and reviewed by WDB staff on a regular basis. The Contractor will provide project updates and reports in a format and timeline mutually agreed upon by the WDB and Contractor.

H. OUTCOMES

Contractor will provide the following milestones:

- Procure all necessary supplies for training by January 31, 2025
- Complete the development of training modules by January 31, 2025
- Launch outreach efforts for pilot training cohorts no later than April 1, 2025

III. WDB RESPONSIBILITIES

The WDB staff will be responsible for the following:

1. Provide project enrollment, case management, data entry, documentation maintenance, and outcome tracking for participants entering project activities;
2. Evaluate and monitor the management and operations of all programs funded by the WDB, including:
 - Annual ADA, equal opportunity, and accessibility compliance reviews;
 - Periodic review of accurate expenditures against cost categories and within cost limitations specified in ARPA regulations;
 - Periodic review of programmatic delivery and documentation compliance.
3. Provide technical assistance to Contractor staff in the areas of ARPA compliance;
4. Inform Contractor of Federal, State, and local policies and procedures that may impact the operations of the program, and give guidance as needed to implement them accordingly;
5. Ensure compliance with all rules, regulations, and policies issued under ARPA; and
6. Process payments for services.

The roles and responsibilities of the WDB and Contractor may be refined and changed due to changes in Federal, State or Local law, regulations, or policies relating to ARPA upon written notification and in accordance with section 13 and 26 in Exhibit C.

**EXHIBIT B
 BUDGET DETAIL AND PAYMENT PROVISIONS**

BUDGET SUMMARY (Cost Categories)	COSTS	TOTAL
PROGRAM OPERATING COSTS		
Pilot Training Instruction	\$5,568	\$5,568
Curriculum Materials and Resources	\$22,000	\$22,000
Lab Equipment and Software	\$12,500	\$12,500
Program Supplies and Marketing Costs	\$4,932	\$4,932
SUBTOTAL OPERATING COSTS:	\$45,000	\$45,000
ADMINISTRATIVE COSTS		
Administrative Costs (10%)	\$5,000	\$5,000
CONTRACT TOTALS:	\$50,000	\$50,000

1. The WDB agrees to pay the Contractor for services upon the presentation of an appropriate invoice and documents supporting the deliverables as defined in the Scope of Work to be performed. The Contractor shall submit monthly invoices detailing work performed for each deliverable detailed in the Scope of Work (Exhibit A) and amount payable to the WDB’s Executive Director/President, or designee. Monthly invoices for payment should be submitted to the WDB by the 15th day of the subsequent month. The payment shall be made only after the services required under this contract have been performed to the satisfaction of the Executive Director/President or designee, and the deliverables described in Exhibit A, Scope of Work have been accepted in writing by the Executive Director/President or his/her designee.
2. Contractor must request approval for transfers between budget line items, which are set forth in Exhibit B (Budget Summary) when the cumulative amount of such transfers exceed 10% of the budget cost category total amount. Requests for transfers between budget line items must be presented to the WDB in writing, which approval may be withheld in the sole and absolute discretion of WDB. WDB may authorize the addition of budget line items for transfers under this section, provided that the line item added does not substantially change the scope of services to be provided under this Contract and does not increase the total contract amount.
3. Contractor shall provide any additional documentation as required by WDB at any time in order to substantiate Contractor’s claims for payment. WDB may elect to withhold payment for failure by Contractor to provide such documentation required by WDB.
4. Contractor must maintain backup documentation onsite that supports the financial data submitted to the WDB. Contractor shall make this backup documentation available upon request of the WDB.
5. Allowable operating expenses are defined as necessary expenditures exclusive of personnel salaries, benefits, equipment, or payments to subcontractors. Such expenses include specific items directly charged to the project. The expenses must be grant-related (i.e., to further the program objectives as defined in the grant award) and be incurred (realized) during the contract period. County reserves the right to make the final determination if an operating expense is allowable and necessary.
6. The maximum payment under the terms of this contract shall under no circumstances exceed **\$50,000** for the related expenses unless this contract is modified in accordance with Section 26 in Exhibit C.



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

AGENDA SUBMITTAL

SUBJECT Review and Approval of a Contract with RepresentEd Leadership to Build Community Awareness and Pathways into the Bioeconomy Industries or Biotechnology Careers, Funded by the American Rescue Plan Act (ARPA), Not to Exceed \$87,000, for a period of December 1, 2024 through June 30, 2025	MEETING DATE November 15, 2024	AGENDA ITEM IX.H
FROM Heather Henry, President/Executive Director	ACTION REQUIRED YES ✓ NO	ATTACHMENTS A

RECOMMENDATION

It is recommended that the Board of Directors approve staff’s recommendation to approve a contract with RepresentEd Leadership to build community awareness and pathways into the bioeconomy industries or biotechnology careers, funded under the American Rescue Plan Act (ARPA), for a period of December 1, 2024 through June 30, 2025. This contract will not be eligible for renewal through ARPA funding.

It is also recommended that the Board authorize the President/Executive Director to finalize and sign these contracts after it has been reviewed by County Counsel and approved as to form, and make administrative changes, as needed. Once approved, the contracts will be submitted to the Solano County Administrator’s Office for final approval and execution.

As part of this agenda item, Attachment A includes the Cover Page, Scope of Work (Exhibit A), and Budget (Exhibit B). The contract General Terms and Conditions (Exhibit C) and ARPA Special Terms and Conditions (Exhibit D) remain the standard exhibits and therefore are not included in the attachment.

DISCUSSION

The Workforce Development Board (WDB) of Solano County received funds from the Department of Treasury, passed through the County of Solano, to provide career outreach designed to support job seekers along in-demand career pathways to the community of Solano County.

RFQ Process

The WDB released a Request for Quotes (RFQ) for American Rescue Plan Act (ARPA) Community Pathways into Bioeconomy/Biotechnology Careers on June 28, 2024, with funding up to \$200,000. Contracted activities must be completed by May 31, 2025. The RFQ was disseminated to over sixty (60) organizations and posted on WDB’s website. Proposals were due July 26, 2024 in which five (5) were received; Lady Echelon Project, Center for Urban Excellence, Forus Transport, Gladeo, and RepresentEd.

All proposals received a threshold review with four (4) meeting the minimum qualifications for consideration. Staff and one community representative reviewed each qualified proposal and completed an evaluation form.

Applicants could receive up to 105 points, including up to 5 bonus points for proposing to conduct activities targeted in Vallejo. Below is a breakdown of the aggregate scores for each proposal received:

Proposer	Total Points Possible	Average Score
Center for Urban Excellence	105	92.3
Gladeo	105	91.6
Lady Echelon Project	105	87.6
RepresentEd	105	80.3

During the selection process, reviewers also considered proposed activities, ability to meet project milestones/outcomes with activities completed by May 31, 2025, the location of services, and the project aligning with the goal to invest in a community-based equitable pathway for Solano residents into bioeconomy industries and occupations. Based on the proposals submitted, evaluations, and scores, the following organizations have proven to meet the WDB’s specifications and needs: Center for Urban Excellence, Gladeo, Lady Echelon Project, and RepresentEd.

Contracts with Center for Urban Excellence, Gladeo, and Lady Echelon were approved at the September 20, 2024 Board meeting and have been fully executed with an October 1, 2024 start date. The contract with RepresentEd has been developed with remaining funds.

ALTERNATIVES

The Board could choose not to approve this contract, overall or in part, and instead provide staff with direction to reevaluate additional proposals for consideration or to have the Planning and Oversight Committee review this contract at their next meeting. However, the Board has previously approved the organizations selected in September with confidence these various types of community awareness strategies meet the goals of this grant. Further delay will shorten the time allowed for successful implementation of services by RepresentEd Leadership.

AGENCY BUDGET IMPACT

The necessary funding to cover the cost of this contract is included in the FY24-25 budget through American Rescue Plan Act funding.

REPORT PREPARED BY

Heather Henry, President/Executive Director. Please contact Heather at 707-863-3501 if you have any questions regarding the information in this report.

SERVICE AGREEMENT CONTRACT



For WDB Use Only
Contract No. PY-25-007

1. This Contract is entered into between the Workforce Development Board (WDB) of Solano County and RepresentEd Leadership (“Contractor”) for American Recovery Plan Act (ARPA) to build community awareness and pathways into the bioeconomy industries and biotechnology careers.
2. The term of this Contract is: December 1, 2024, through June 30, 2025.
3. The Maximum amount of this contract is: \$87,000

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

- Exhibit A – Scope of Work
- Exhibit B – Budget Detail and Payment Provisions
- Exhibit C – General Terms and Conditions
- Exhibit D – ARPA Special Terms and Conditions

Workforce Development Board

RepresentEd Leadership

BY: _____
Authorized Signature

BY: _____
Authorized Signature

NAME: Heather Henry

NAME: Rashida Hanif

TITLE: President/Executive Director

TITLE: Founder & CEO

DATE: _____

DATE: _____

ADDRESS: 500 Chadbourne Road, Suite A
Fairfield, CA 94534

ADDRESS: 1441 Franklin Street
Oakland, CA 94612

APPROVED AS TO FORM

COUNTY OF SOLANO

Solano County Counsel Signature

BY: _____
Authorized Signature

NAME: William Emlen

TITLE: County Administrator

DATE: _____

ADDRESS: 675 Texas Street, Suite 6500
Fairfield, CA 94533

EXHIBIT A SCOPE OF WORK

I. SERVICE DELIVERY

A. GENERAL EXPECTATIONS OF THE CONTRACTOR

1. Build community awareness and entry point access into the bioeconomy industries or biotechnology careers in Solano County, with a focus on targeted demographic groups.
2. Increase opportunities for adults in Vallejo with barriers to entry into bioeconomy careers, through a skills building event, inspired by the formats of hackatons and innovation competitions.
3. Follow American Rescue Plan Act (ARPA) and Workforce Development Board (WDB) of Solano County’s programmatic and administrative guidelines.
4. Document, measure, and track success in meeting contract outcomes.

B. SERVICE ACTIVITIES

Contractor will provide the service activities as outlined below to accomplish the goal of the ARPA Community Pathways into Bioeconomy Careers initiative:

1. ***Skill Building Event*** – Contractor will facilitate a 2-day bootcamp for underinvested communities, focusing on Vallejo, where participants will learn introductory knowledge and skills for jobs in the local bioeconomy industry. Qualified participants selected for the event will be put into small teams and assigned a “challenge” related to bioeconomy topics to work on in a 24-48 hour period. Professional representatives from local bioeconomy companies will participate as teachers, coaches, and guides.

Facilitated career advising, provided by Cal Maritime faculty and assisted by cadet peer mentors, will include topics such as basic biotechnology, marine science, environmental sustainability, and oceanography in order to equip participants with foundational skills and knowledge necessary for bioeconomy careers.

2. ***Recruitment and Implementation Platform*** – Contractor will utilize an online platform to support registration of participants and implementation of the skill building event.
3. ***Service Methodology*** –
 - ***Outreach to Targeted Populations*** – outreach and engagement efforts will be focused on ARPA-designated areas within Fairfield and Vallejo. RepresentEd will support the WDB will outreach to targeted populations for the event.
 - ***Cultural Competence*** – messaging and services must be designed to be youth accessible and culturally relevant to engage minority groups and low-income households. Messaging content must reflect the diverse backgrounds of the targeted population and should highlight success stories from minority groups in the bioeconomy sector.

II. CONTRACTOR RESPONSIBILITIES

A. AVAILABILITY TO PERFORM SERVICES

1. Contractor will:

- a. Deliver program services in accordance with the negotiated scope of work and budget;
- b. Provide and train qualified staff to plan and administer all contracted services;
- c. Provide program sustainability for duration of the Contract;
- d. Provides services during scheduled business days and/or hours appropriate to program participants' needs;
- e. Provide internal monitoring and oversight of program activities and requirements; and
- f. Provide services that adhere to all applicable policies and procedures promulgated by the WDB, the County of Solano, and the Department of Treasury relating to contractor's duties and responsibilities pursuant to the terms and conditions of this Contract.

B. CONTRACTOR'S RESOURCES

Contractor will implement and coordinate ARPA Community Pathways into Bioeconomy Careers services at its site(s) and shall provide all necessary instructions, supervision, and supplies for program activities. Contractor shall maintain sufficient resources, including computer technology, to deliver the services and perform necessary administrative functions throughout the term of this contract.

C. LOCATION OF SERVICES

Contractor will locate services within the county, and where feasible, ensure employment services activities take place within reasonable accessibility of public transportation and provide adequate, accessible free parking spaces for client use as needed.

In addition, facilities utilized will meet accessibility standards under the Americans with Disabilities Act (ADA). Contractor will provide equal access for individuals with disabilities for all public areas. These areas will be clearly marked with adequate signage related to accessibility of space and programs.

D. CONFIDENTIALITY

All correspondence, communication, and reporting mechanisms will adhere to WDB policies to safeguard the client's confidentiality. No information that would personally identify the client may be included in email correspondence. See *WDB 2018-01 Use and Confidentiality of Participant Personally Identifiable Information (PII) Policy* for further details.

E. COMMUNICATION AND MATERIALS

The Contractor will maintain regular communication with WDB staff. As part of this communication, the Contractor must inform the WDB of any special events under the ARPA umbrella of services prior to implementation.

Any documents connected with the contract and that use Contractor funds from the WDB must include the logo of the County of Solano, as well as the statement “Made possible by the funding from the County of Solano.” Appropriate documents include websites, news releases, brochures, newsletters, flyers, advertisements, public service announcements, posters, and any other public communication items. In addition, appropriate accessibility and accommodation information must be included in printed and digital collateral materials.

F. DOCUMENTATION AND RECORDS

Fiscal documentation of expenditures must be kept to a level that allows the tracing of federal funds to a level adequate to ensure funds haven’t been spent, according to the terms and conditions of this contract. All documentation must be clearly identifiable and readily accessible.

The WDB and County of Solano shall have full and free access to such documents and records at all times during normal business hours, including the right to inspect, copy, audit, and make records from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the WDB and the County of Solano shall have access to such records in the event an audit is required.

All reports, records, documents, and other materials prepared by the Contractor in the performance of this contract shall be the property of the WDB and shall be delivered upon request of the WDB. Contractor shall have no claim for further employment or additional compensation as a result of the exercise by the WDB of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use and shall have an unrestricted right to use the concepts embodied therein.

G. REPORTING REQUIREMENTS

The Contractor must submit updates on service activities at time of invoice for the period invoiced.

Reporting elements may include:

- Progress towards contract quantitative outcomes
- A brief narrative on project activities and progress towards project goals
- Any challenges or technical assistance needed

H. CONTRACT DELIVERABLES

Contractor will provide the following deliverables over the course of the contract from September 1, 2024 through May 31, 2025.

Deliverable	Outcome
Finalize Program Development and Socialization Phase	Plan finalized by March 31, 2025
Facilitate skill building event	Event held by June 30, 2025

If services consistently do not meet contract deliverables, the contract may be at risk of corrective action or termination.

III. WDB RESPONSIBILITIES

The WDB staff will be responsible for the following:

1. Facilitate securing event space;
2. Recruit local companies for participation in Skills Building event;
3. Conduct outreach to potential participants for the Skills Building event;
4. Provide technical assistance to contractor staff in the areas of ARPA compliance, as needed;
5. Provide technical assistance and support in identifying and connecting with industry companies and research facilities;
6. Coordinate strategies and services across WDB’s bioeconomy initiatives; and
7. Process payments for services.

The roles and responsibilities of the WDB and Contractor may be refined and changed due to changes in Federal, State or Local law, regulations, or policies relating to ARPA upon written notification and in accordance with section 13 and 26 in Exhibit C.

**EXHIBIT B
 BUDGET DETAIL AND PAYMENT PROVISIONS**

BUDGET SUMMARY (Cost Categories)	Contract Term	TOTAL
PERSONNEL <i>(Includes Salary + Benefits)</i>		
Salaries and Benefits	\$70,500	\$70,500
SUBTOTAL PERSONNEL:	\$70,500	\$70,500
PROGRAM OPERATING COSTS		
Outreach and Programming Technology	\$13,000	\$13,000
Program Communications and Supplies	\$1,500	\$1,500
Staff Travel	\$2,000	\$2,000
SUBTOTAL OPERATING COSTS:	\$16,500	\$16,500
CONTRACT TOTALS:	\$87,000	\$87,000

1. The WDB agrees to pay the Contractor for services upon the presentation of an appropriate invoice and documents supporting the deliverables as defined in the Scope of Work to be performed. The Contractor shall submit monthly invoices detailing work performed for each deliverable detailed in the Scope of Work (Exhibit A) and amount payable to the WDB’s Executive Director/President, or designee. Monthly invoices for payment should be submitted to the WDB by the 15th day of the subsequent month. The payment shall be made only after the services required under this contract have been performed to the satisfaction of the Executive Director/President or designee, and the deliverables described in Exhibit A, Scope of Work have been accepted in writing by the Executive Director/President or his/her designee.
2. Contractor must request approval for transfers between budget line items, which are set forth in Exhibit B (Budget Summary) when the cumulative amount of such transfers exceed 10% of the budget total amount. Requests for transfers between budget line items must be presented to the WDB in writing, which approval may be withheld in the sole and absolute discretion of WDB. WDB may authorize the addition of budget line items for transfers under this section, provided that the line item added does not substantially change the scope of services to be provided under this Contract and does not increase the total contract amount.
3. Contractor shall provide any additional documentation as required by WDB at any time in order to substantiate Contractor’s claims for payment. WDB may elect to withhold payment for failure by Contractor to provide such documentation required by WDB.
4. Contractor must maintain backup documentation onsite that supports the financial data submitted to the WDB. Contractor shall make this backup documentation available upon request of the WDB. Financial data (invoice) submitted by Contractor must meet the criteria set forth in section E below.
5. Allowable operating expenses are defined as necessary expenditures exclusive of personnel salaries, benefits, equipment, or payments to subcontractors. Such expenses include specific items directly charged

to the project. The expenses must be grant-related (i.e., to further the program objectives as defined in the grant award) and be incurred (realized) during the grant period. County reserves the right to make the final determination if an operating expense is allowable and necessary.

6. The maximum payment under the terms of this contract shall under no circumstances, exceed **\$87,000** for the related expenses unless this contract is modified in accordance with Section 26 in Exhibit C.



WORKFORCE DEVELOPMENT BOARD

OF SOLANO COUNTY

Current Committee Members

Standing Committees

Executive – meets bi-annually

Chris Churchill (Chair)	Thomas Steubner (Treasurer)
Shannon Dodds (Vice-Chair)	Glenn Loveall (Member-At-Large)
Chris Huxsoll (Secretary)	Megan Richards (non-Board Member)

Planning & Oversight - meets 4th Tuesday (non- Board months), 3:00 – 5:00 p.m.

Chris Huxsoll (Chair)	Chris Churchill
Suzanne Castano	Shannon Dodds
Janice Fera	Glenn Loveall
David Tam	Dr. Rhuenette Alums (non-Board Member)

Budget - meets quarterly, 8:30 – 10:00 a.m.

Thomas Stuebner (Chair)	Shannon Dodds
Tim Healer	Megan Richards (non-Board Member)

Ad-Hoc Committees

Human Resources – meets as needed

Shannon Dodds (Chair)	Danny Bernardini
Idowu Koyejo	David Tam

Working Waterfront Coalition Committee – meets as needed

Sal Vaca (Chair)	Chris Churchill
Kelli Courson	Deanna Hurn
Idowu Koyejo	Glenn Loveall
Thomas Stuebner	Bobby Winston

Equity Committee – meets as needed

Chris Churchill	Coco House
Deanna Hurn	Glenn Loveall
David Tam	

Marketing Committee – meets as needed

Chris Churchill (Chair)	Idowu Koyejo
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BOARD OF DIRECTORS

OFFICERS

Chris Churchill, Chair
President,
Advance Marketing
Business Representative

Kelli Courson
Owner,
Express Employment Professionals
Business Representative

Idowu Koyejo
Owner,
Teme Salon LLC
Business Representative

Shannon Dodds, Vice Chair
VP of Operations,
Paradise Valley Estates
Business Representative

Mark DeWeerd
Consultant, Center for Organizing & Bargaining,
California Teachers Association
Labor Representative

Sabrina Martin
Apprenticeship Coordinator,
Operating Engineers Local 3
Apprenticeship Program Representative

Chris Huxsoll, Secretary
Senior VP of Operations,
Polaris Pharmaceuticals, Inc.
Business Representative

Mary Dugbartey
Director, Talent & Organizational Development,
NorthBay Healthcare Foundation
Business Representative

Summer Miguel
Human Resources Manager,
Six Flags Discovery Kingdom
Business Representative

Thomas Stuebner, Treasurer
Chief Executive Officer,
California Human Development
Community Workforce Representative

Janice Fera
Consortium Manager,
Solano Adult Education Consortium
Education Representative

Margie Poulos
VP of Global Human Resources,
Jelly Belly Candy Company
Business Representative

MEMBER-AT-LARGE

Glenn Loveall
Executive Director,
Napa-Solano Central Labor Council
Labor Representative

Mario Giuliani
City Manager,
City of Benicia
Economic Development Representative

Stephen Reese
Chief Executive Officer,
Million Services, Inc.
Business Representative

Danny Bernardini
Business Manager,
Napa Solano Building &
Construction Trades Council
Labor Representative

Fadi Halabi
President,
Duracite
Business Representative

Thomas Stuebner
Chief Executive Officer,
California Human Development
Community Workforce Representative

Suzanne Castano
Team Manager,
CA State Department of Rehabilitation
Vocational Rehabilitation Representative

Tim Healer
Vice President
Senior Relations Manager
Rabo AgriFinance
Business Representative

David Tam
Cluster Manager – EPM III,
Employment Development Department
Wagner-Peyser Representative

Coco House
Director,
Solano County Farm Bureau
Business Representative

