



San Benito County Workforce Development Board (WDB)

1161 San Felipe Road - Hollister, CA 95023

July 9, 2019 @ 3:00 P.M.

Full WDB Meeting

AGENDA

FOR THE HEALTH AND SAFETY OF STAFF & GUESTS, ALL MEETINGS ARE FRAGRANCE FREE

I. GENERAL INFORMATION:

- A. **Public Comment Period:** Guests may introduce themselves and request to comment on any non-agenda items. Time is limited to three (3) minutes per guest unless the board determines that more time is needed.
- B. **California Manufacturing Technology Consulting:** Board member Kristina Chavez Wyatt will give a presentation.

II. Regular Agenda:

- A. **Roll Call:** Roll will be taken to determine excused absences for attendance requirements.
- B. **Meeting Minutes:**
 1. **Full WDB:** The January 8, 2019 and April 9, 2019 full WDB meeting minutes are enclosed review and approval. **Action Required.**
 2. **Executive Committee:** The June 11, 2019 Ex Com minutes are enclosed for board info.
 3. **Success Stories:**

III. CONSENT AGENDA: Items as a whole will be voted on. For any item the board wishes to discuss further, the board may request it to be pulled and placed in the Discussion/Action Items:

A. Board Announcements:

1. **Apprenticeship for Workforce Professionals:** Enclosed is an informational flier.
 2. **Slingshot Agreement:** Enclosed for board information.
 3. **California Workforce Association (CWA) Meeting of the Minds in Monterey (MMM):** The WDB approved sending up to 4 (staff/board members) to this conference. It is scheduled for September 3-5, 2019. Early Bird Member special rate of \$600.00 ends Saturday, July 20, 2019 <https://calworkforce.org/mmm-registration/>.
- B. **AB1111 Breaking Barriers to Employment Initiative:** Enclosed is the letter of intent submitted for the Breaking Barriers to Employment Initiative.
- C. **Website:** Enclosed is a copy of the press release on the updated website.
- D. **Workforce Services Directives and Information Notices:** The most recent Workforce Services Directives [WSD18-15-17 and WSD19-91](#) and Information Notices [WSIN 18-39 thru 18-45](#) are enclosed.
- E. **Unemployment:** Enclosed is the Unemployment Report for June 2019.
- F. **Budget Expenditure Report:** Enclosed for board information.
- G. **Lay-Off Aversion Services and Rapid Response Report:** Enclosed is the report for June 2019.



IV. **DISCUSSION/ACTION ITEMS:**

A. **Board Membership:**

1. **Application Received:** Any other applications received may be reviewed for appointment to the board. The current vacancies are: Business Representatives (4).
 - a. Request board approval to take action to switch Kristina Chavez Wyatt from the Public Sector to the Private Sector. ***Action Required.***
 - b. The **enclosed** application was received from Shelley Giancola from Casa de Fruta to represent the Private Sector. ***Action Required.***
 - c. The **enclosed** application was received from Michelle Leonard, from San Benito County Chamber, a mandatory public sector position. ***Action Required.***
2. **Recruitment:** Staff will provide an update on the lunch tentatively scheduled on August 21, 2019 at Grillin & Chillin Alehouse to conduct an orientation to new members and for potential members. This may help create exposure to this Board.

B. **Cancel August Meeting:** Discuss the cancellation of the August meeting. ***Action Required.***

C. **Request to Transfer WIOA funds:** Staff requests Board approval to transfer Dislocated Worker funds to the Adult allocation in the amount of \$30,000 for PY 2018-2019. There was an increase in eligible Adults requesting training services during this PY. The request must be submitted and approved by the State. See **attachment**. ***Action Required.***

D. **Contract Extension for America's Job Center of CA (AJCC) Operator:** David Mirrione's contract as the AJCC Operator has been extended for another year. ***Action Required.***

E. **Bylaws Committee:** Staff will provide an update to changes the Bylaws committee suggested to reflect the new meeting location at 1161 San Felipe Road and to post the meeting location at least 72 hours in advance of the meeting. Also discuss including the addition of no meeting in August. ***Action Required.***

F. **Nominating Committee:** The Nominating Committee will present the new slate of officers. It will remain the same for the new fiscal year. ***Action Required.***

G. **Ag Committee:** Meeting notes are **enclosed**. Committee members meet on June 25, 2019 at 2:30 P.M. at Mars Hill and recommend approval by the WDB to provide Food Safety training. ***Action Required.***

H. **Prison 2 Employment (P2E) Grant:** Staff will provide an update on the Prison to Employment Implementation Grant and our partnership with the Probation Department.

I. **Second Chance Event:** The event is scheduled on July 16, 2019 from 9am to 11:30am. Those interested in attending can register [here](https://www.secondchanceprogram.org/) Second Chance Reentry program: <https://www.secondchanceprogram.org/>.

J. **WIOA Memorandum Of Understanding (MOU):** Staff will provide an update on the submittal of the updated MOU, which was due to the State on June 30, 2019.

K. **Employment Development Department (EDD) CalJOBS Training:** Staff will provide an update on the request made to EDD to provide training for employers on how to learn to navigate the CalJOBS System.

L. **Committee Updates:** Updates may be provided on the following committees:

1. **Audit Committee** Staff will provide an update on the Fiscal and Procurement review that took place the week of June 10, 2019.
2. **Youth Committee:** Committee members may provide an update.

IV. **Additional Information: Board Recognition:** Staff is working on scheduling a Board Recognition event for later in the summer. More info to come.

V. **Adjournment:**

The next full WDB meeting is scheduled for October 8, 2019 at 3 P.M., 1161 San Felipe Road, Hollister, CA 95023



San Benito County Workforce Development Board (WDB)

1111 San Felipe Road, Suite 207 * Hollister, CA 95023

January 8, 2019 @ 3:00 P.M.

Full Board Meeting

MINUTES

FOR THE HEALTH AND SAFETY OF STAFF & GUESTS, ALL MEETINGS ARE FRAGRANCE FREE

- Present: Kendra Bobsin, Randy Brown, Kristina Chavez Wyatt, Karen Para, Richard Perez, Jose Rodriguez, James Rydingsword
- Absent: **Excused:** Kristi Alarid, Richard Bianchi, Duane Bradford, Carrie Fosdick, Al Gonzalez, Andy Hartman
- Guests: Darlene Boyd, Nima Chhay, Jim Gillio, Patricia Guerrero, Gary Knight, Nelson Leonor
- Staff: Andi Anderson, Enrique Arreola, Sylvia Jacquez

Vice-Chair, Richard Perez, called the meeting to order at 3:05 P.M.

I. GENERAL INFORMATION:

- A. **Public Comment Period:** Introductions were made by everyone present.
- B. **Guest Speakers Department of Industrial Relations:** Alicia Sibaja wasn't able to make the meeting. Gary Knight attended in here place along with Patricia Guerrero, Apprenticeship Consultants, from the Department of Industrial Relations. Gary presented on the Division of Apprenticeship Standards (DAS) which provides consultative services for apprenticeship program sponsor; promotes and develops training standards in occupations and industries, the benefits of apprenticeships both to the employer and employee, how to start an apprenticeship program, and where employers get funding for training programs. Q&A session provided as well. Staff will provide contact information to board members should they have additional questions. Also discussed was Ag Tech, as there is currently a grant which will be released in the near future. www.Dir.ca.gov/DAS. Discussed pre-apprenticeship programs as a way to determine who will follow through with completing the training. www.Onetonline.org.
- C. **Success Stories:** Sylvia presented success stories. Get from staff.

II. Regular Agenda:

- A. **Roll Call:** Roll was taken to determine excused absences for attendance requirements. Individuals who called in were excused by the chair.
- B. **Meeting Minutes:**
1. **Full WDB:** The October 9, 2018 full WDB meeting minutes were enclosed and approved by the full WDB. *M/S/C Richard Perez/Kristina Chavez Wyatt.*

COMMUNITY ACTION BOARD & WORKFORCE Development BOARD

SERVING SAN BENITO COUNTY SINCE 1978

The County CSWD is an equal opportunity employer/program



The County of San Benito complies with the Americans with Disabilities Act (ADA) by assuring that auxiliary aids for services are available upon request to persons with disabilities. Persons with hearing disabilities can call the TDD/TTY phone (831) 637-3265. Persons requiring any special needs for access to should call the CSWD office at 831-637-9293 at least five business days before the needed date to arrange for the special accommodations.



2. **Executive Committee**: Draft December 11, 2018 Executive Committee meeting minutes are enclosed for information.

III. **CONSENT AGENDA**: *M/S/C Kendra Bobsin/Randy Brown*

- A. **Board Announcements**:
- B. **Rapid Response and Lay-Off Aversion Services**: Enclosed was the Layoff Aversion Activities Report for December 2018.
- C. **Workforce Services Directives and Information Notices**: Enclosed were summaries for the most recent Workforce Services Directives [WSD 18-07 thru 18-08](#) and Information Notices [WSIN 18-11 thru 18-18](#). Please click hyperlink to read full description.
- D. **Unemployment**: The Unemployment Report for November, 2018 was enclosed.
- E. **Budget Expenditure Report**: Enclosed for your information.

IV. **DISCUSSION/ACTION ITEMS**:

- A. **Website**: Antonio Mendez/IT presented the latest website for board review and feedback. All board members were asked to have their photo and bio in by Friday, January 11, 2019. The final site name will remain sbcjobs.org.
- B. **Board Membership**: Applications received were reviewed for appointment to the board. The current vacancies are: Business Representatives (4).
 1. An Application was received from Chuck Frowein for appointment to the WDB to fill a vacancy for the Private Sector. After discussion the full WDB approved the application of Chuck Frowein to be forwarded the Board of Supervisors (BOS) for final appointment to the full WDB for a 3-year term. *M/S/C Karen Para/Kendra Bobsin*
 2. An Application was received from Nelson Leonor for appointment to the WDB to fill a vacancy for the Public Sector, a mandated position, to fill the vacancy of EDD Supervisor James Dion. After discussion the full WDB approved the application of Nelson Leonor to be forwarded the Board of Supervisors (BOS) for final appointment to the full WDB for a 3-year term. *M/S/C Karen Para/Kendra Bobsin.*
 3. An application was received from Judith Munter, for WDB approval and appointment to the Youth Committee. After discussion the full WDB approved the application of Judith Munter for appointment to the Youth Committee. *M/S/C Karen Para/Kendra.*
- C. **Election of Officers**: The Nominating Committee presented the slate of officers for the current fiscal year at the July meeting. There is a need to fill the vacancy for the Executive Committee replacing Albert Orosco, Private Sector Rep. A motion was made to nominate to have Chuck Forwein pending BOS approval. *M/S/C Karen Para/Kristina Chavez Wyatt.*
- D. **Individual Training Account (ITA) Policy**: Enclosed was the ITA Policy for board review and approval. After discussion, the full WDB approved to increase the ITA Cap from \$4,000 to \$5,000. *M/S/C Kendra Bobsin/Karen Para, Randy Brown abstained.*
- E. **Limited English Proficiency (LEP) Policy**: Enclosed was the LEP Policy for board review and approval. Staff indicated this is a mandatory policy and after discussion the full WDB approved the staff recommendation on the policy. *M/S/C Kristina Chavez Wyatt/Karen Para.*
- F. **Regional Business Services Agreement Modification #1**: Attached was the Modification #1 for the Regional Business Services Agreement to provide regional business engagement strategies and planning activities for the Prison to Employment grant. Enrique Arreola provided information on incorporation of the plan strategies. After discussion the full WDB to approved the modification as presented. *M/S/C Randy Brown/Kristina Chavez Wyatt.*
- G. **Prison to Employment Initiative Planning Grant**: Staff provided an update on the Prison to Employment Grant. The RFP was released last week and is due _____. Staff will report

next month on the hiring of a consultant. Nelson Leonor stated he has contacts if needed for programs such as this.

- H. **Regional and Local Plans PY 17-21 – Two Year Modification**: Staff provided an update on the Regional and Local Plan modifications due to the State by March 15, 2019. Goal is to have a solid draft by the end of the month and then have a 30-day public hearing. The final is due in August 2019.
- I. **Youth Request for Proposal (RFP)**: Staff provided an update on the development of the Youth RFP. AJCC is required to solicit an RFP once every 3 years. Staff received direction on the RFP and the requirements for the provider. A presentation will be provided at the April meeting.
- J. **Lease of AJCC Facility**: Staff provided an update on the leasing of the AJCC facility and subleasing to EDD. CSWD has taken over the lease for suite 107. There are multiple partners housed within the agency as well as EDD staff.
- K. **Committee Updates**: Updates may be provided on the following committees:
 - 1. **Audit Committee**: Staff is still waiting to receive the Fiscal & Procurement Review Report to be issued by the State, the report is from last year. The Program Monitoring has been scheduled from January 28-February 1, 2019.
 - 2. **Ag Committee**: The Ag Committee needs to convene a meeting to discuss a new program model to see if training can be offered to meet the local agricultural needs. Staff was directed to set a calendar event. Staff requests that the committee provide direction on how to proceed. Enrique provided a suggestion on how to schedule the committee meetings on a more regular basis.
 - 3. **Youth Committee**: Committee members will provide an update on recruitment efforts and current activities. Richard Perez discussed several topics; youth employment. The process is under way and once committee positions are filled they will move forward.
 - 4. **Membership Committee**: Committee members updated the board on efforts made to recruit new board members. Good job on the 3 applications received.
- IV. **Additional Information**:
 - A. **AB124 Ethics Training**: Individuals needing to complete the ethics training have been notified.
 - B. **Form 700**: Reminder that it is time to submit you annual Form 700.
 - C. **Jim Gillio**: Attended the meeting today and wanted to thank all of the board members for their services.
- V. **Adjournment**: *M/S/C Kristina Chavez Wyatt/Jim Rydingsword 4:35 P.M.*

The next Ex Committee is scheduled for February 12, 2019, Ste. 107 at 3 P.M.

The next Full Board meeting is scheduled on April 9, 2019, Ste. 208– 3 P.M.



San Benito County Workforce Development Board (WDB)
1111 San Felipe Road, Suite 205 * Hollister, CA 95023

April 9, 2019 @ 3:00 P.M.

Full Workforce Development Meeting

MINUTES

FOR THE HEALTH AND SAFETY OF STAFF & GUESTS, ALL MEETINGS ARE FRAGRANCE FREE

Present: Duane Bradford, Randy Brown, Kristina Chavez Wyatt, Andy Hartman, Nelson Leonor, Karen Para, Richard Perez Sr.
Absent: *Excused:* Kristi Alarid, Richard Bianchi, Kendra Bobsin, Chuck Frowein, Al Gonzalez Jr., Jose Rodriquez,
Un-Excused: Joe Giacalone
Guests: Tracey Belton
Staff: Enrique Arreola, Sylvia Jacquez

Secretary, Karen Para called the meeting to order at 3:07 p.m.

I. **GENERAL INFORMATION:**

A. **Public Comment Period:** Introductions were made by everyone present.

II. **Regular Agenda:**

A. **Roll Call:** Roll was taken to determine excused absences for attendance requirements. Individuals who called in were excused.

B. **Meeting Minutes:**

1. **Full WDB:** The January 8, 2019 full WDB meeting minutes were enclosed for board review and approval. *Table to next meeting due to lack of quorum.*

2. **Executive Committee:**

a. December 11, 2018 Executive Committee meeting minutes are enclosed for review and approval. *Table to next meeting due to lack of quorum.*

b. The February 12, 2019 meeting and the March 9, 2019 were cancelled due to lack of quorum.

3. **Success Stories:** Sylvia presented success stories. It was recommended to invite Veolia Water to possibly begin an Apprenticeship Program. A meeting will be set up with Sherrean Carr, Dean of Technical and Public Services with Gavilan College to discuss further.

III. **CONSENT AGENDA:** *Table to next meeting due to lack of quorum.*

A. **Board Announcements:** The Chamber of Commerce Job Fair and Business Expo will be held on May 2, 2019 from 2pm to 8pm at the Veteran's Building.



- B. **Rapid Response and Lay-Off Aversion Services**: Enclosed was the Layoff Aversion Activities Report for January, 2019, February 2019 and March 2019. It was recommended for this report to include Rapid Response activities conducted.
- C. **Workforce Services Directives and Information Notices**: Enclosed were summaries for the most recent Workforce Services Directives [WSD 18-09 thru 18-11](#) and Information Notices [WSIN 18-24 thru 18-30](#).
- D. **Unemployment**: The Unemployment Report for February 2019 was enclosed. Current rate of 6.7 is not good.
- E. **Budget Expenditure Report**: Enclosed for your information.

IV. **DISCUSSION/ACTION ITEMS**:

- A. **Website**: IT and Sylvia presented the latest website. There were several recommendations made by board members. The website link will be resent to board members for final input. Staff will update the website with the intent to launch sometime this month.
- B. **Board Membership**: Applications received were reviewed for appointment to the board. The current vacancies are: Business Representatives (3).
 - 1. **New Applications**: An application was received from Tracey Belton to fill the vacancy of James Rydingsword. *Table to next meeting due to lack of quorum.*
 - 2. **Letter of Resignation**:
 - a. A letter of Resignation was received from Carrie Fosdick and was enclosed.
 - b. Andy Hartman informed the board of his intent to resign after next meeting. He is moving out of the Country.
- C. **Regional Business Services Agreement Modification #1**: The agreement is being increased to include P2E consultant costs. Enclosed was the amendment for your review. There is a need to initiate a request for proposal for a consultant. *Table to next meeting due to lack of quorum.*
- D. **Prison to Employment (P2E) Initiative Planning Grant**: Enclosed was the one proposal for the Planning P2E grant. Board to discuss and provide direction.
- E. **Regional Training MOU**: Enclosed was a summary of trainings provided to staff. Staff shared their experience attending the National Association of Workforce Boards (NAWB) in Washington, DC. Sylvia and others were able to attend a brief meeting with Congressman Panetta at Capitol Hill. It was a great experience and recommend that board members attend in the future.
- F. **Regional and Local Plans PY 17-21 – Two Year Modification**: Staff provided an update on the Regional and Local Plan modifications which were submitted to the State by March 15, 2019. Both plans are provided via a [link](#) due to the size of the documents. Request WDB approve the Local and Regional Plan modification. Recommend to survey commuters on their employment and skills and possibility of them working locally. This would help economic development by creating local jobs. Staff will discuss this with Nima, EDD Labor Market Information Division. *Table to next month due to lack of quorum.*
- G. **Local Area Designation and Local Board Certification for PY 2019/21**: The local area designation and board certification is due to the State by May 30, 2019. Enclosed was the application staff will be completing.
- H. **Second Chance Event**: Staff provided an update on an event that is being planned for the Re-Entry population. Request to send a Save the Date to all board members.

- I. **Committee Updates:** Updates may be provided on the following committees:
1. **Audit Committee:** Staff provided an update on the Fiscal & Procurement Review Report to be issued by the State. The report is from last year which was completed from May 21-25, 2018.
 2. **Ag Committee:** The Ag Committee reported that Gavilan College is currently working with Earthbound Farms by providing English as a Second Language (ESL) classes to their workforce. Randy stated he did receive West Valley College's survey results. It is recommended that this Committee meet once a quarter
 3. **Youth Committee:** Committee members reported they are working with Judith from San Francisco State that is working with the at-risk youth. Propose to create a strategy plan to include education for youth.
 4. **Membership Committee:** There is a need to recruit new members due to previous members no longer serving on the board.

IV. **Additional Information:**

- A. **AB124 Ethics Training:** Individuals needing to complete the ethics training have been notified.
- B. **Form 700:** Reminder that it is time to submit you annual Form 700 by the April 15th deadline.
- C. **Prop 39 Pre-Apprenticeship:** Andy Hartman reported this has been extended to June 30, 2019. Pilot will be to work with farm laborers to get placed with the Labor Union. He also reported about the Rancho Cielo Project that targeted At-Risk-Youth. 25 participants graduated.

V. **Adjournment:** *The meeting adjourned at 4:49 P.M.*

The next Executive Committee is scheduled for May 14, 2019, Ste. 107 at 3 P.M.

The next Full Board meeting is scheduled on July 9, 2019, Ste. 205 at 3 P.M.



**San Benito County Workforce Development Board (WDB)
Grillin & Chillin Ale House, 401 McCray St, Suite B24
Hollister, CA 95023**

June 11, 2019 @ 3:00 P.M.

Executive Committee Meeting

MINUTES

FOR THE HEALTH AND SAFETY OF STAFF & GUESTS, ALL MEETINGS ARE FRAGRANCE FREE

- Present: Richard Bianchi, Kendra Bobsin, Kristina Chavez Wyatt, Chuck Frowein, Karen Para,
- Absent: *Excused:* Tracey Belton *Unexcused:* Richard Perez
- Guests: Michelle Leonard
- Staff: Andi Anderson, Enrique Arreola, Sylvia Jacquez, Ruby Soto

Chair, Richard Bianchi, called the meeting to order at 3 P.M.

I. GENERAL INFORMATION:

A. **Public Comment Period:** Guests may introduce themselves and request to comment on any non-agenda items. Time is limited to three (3) minutes per guest unless the board determines that more time is needed. Introductions were made by everyone present. No public were present.

II. Regular Agenda:

A. **Roll Call:** Roll was taken to determine excused absences for attendance requirements. Individuals who called in were excused by the chair. Excused Tracey Belton. Unexcused Richard Perez.

B. **Meeting Minutes: Motion/Second Concur (M/S/C)**

- 1. **Executive Committee:** The May 14, 2019 Ex Com minutes were approved as presented. *M/S/C Karen Para/Kristina Chavez Wyatt*
- 2. **Full WDB:** The January 8, 2019 and April 9, 2019 full WDB meeting minutes were enclosed for board info and will be tabled to the full WDB meeting in July for action.

III. **CONSENT AGENDA:** Items as a whole will be voted on. For any item the board wishes to discuss further, the board may request it to be pulled and placed in the Discussion/Action Items: *M/S/C Kendra Bobsin/Karen Para.*

A. **Board Announcements:**

B. **WIOA Allocations:** Enclosed for board information are the WIOA allocations for PY 2019-2020 and PY 2018-2019.

C. **Workforce Services Directives and Information Notices:** The most recent Workforce Services Directives [WSD18-13-14](#) and Information Notices [WSIN 18-33 thru 18-38](#) are enclosed.



- D. **Unemployment:** The Unemployment Report for April 2019 was enclosed.
- E. **Budget Expenditure Report:** Enclosed for your information.
- F. **Lay-Off Aversion Services and Rapid Response Report:** Enclosed is the report for May 2019.
- G. **Board Membership:** Pulled memberships for discussion

IV. **DISCUSSION/ACTION ITEMS:**

- A. **Board Membership:** No applications were received for appointment to the board. The current vacancies are: Business Representatives (4). Several individuals have been contacted about membership to include: Shelley Gaincola from Casa De Fruta, Michelle Leonard from San Benito County Chamber. Other suggestions were San Juan Bautista City Council Member Leslie Jordan. Staff has looked at the Econovue system to research employers and invite members to serve on the WDB. Discussed was hosting a breakfast/lunch to give a brief orientation on WDB to identify potential members and create exposure to the board. Staff will poll membership committee with dates and times Wednesday August 21st. Suggest lunch /breakfast.
- B. **Meeting of the Minds Monterey:** Scheduled for September 1-5, 2019. Staff requested approval to send up to 4 staff and board members to this conference. Early Bird Member-\$600.00, rate ends Saturday, July 20, 2019 <https://calworkforce.org/mmm-registration/> Sylvia was asked to give a presentation at the Boot camp and with that we will get a reduced rate. Approximately \$400. After discussion the WDB Ex Committee approved the \$2400 for up to 4 people to attend (2staff 2board) *M/S/C Karen Para/Kendra Bobsin.*
- C. **AB1111 Breaking Barriers to Employment Initiative:** The Breaking Barriers to Employment Initiative is intended to supplement existing workforce and education programs by providing services to ensure the success of individuals either preparing to enter or already enrolled in workforce and education programs. The CWDB is issuing a request for Letters of Intent to Apply. <https://cwdb.ca.gov/ab1111/>. Staff explained the funds and how it would be utilized. After discussion the board approved staff to submit letter of intent. *M/S.C Kendra Bobsin/Karen Para.*
- D. **Prison 2 Employment (P2E) Grant:** AJCC was funded \$74,000. A Request for Proposal (RFP) was released and there were no submissions. Staff provided an update on discussion held with the Probation Department on their needs, possible funding to meet those needs and to see if the probation and sheriff departments would like to be the provider. The probation could provide re-entry services along with a case manage/employment counselor to assist with client referrals to supportive services, i.e. post custody life skills training, Behavioral Health, housing navigation, etc. with the main goal of addressing barriers and assisting to formerly incarcerated to become employable. Provide assessment results at the next meeting. Another resource is Donna Haynes is a prospective employer as she hires formerly incarcerated. Just to clarify, this item required no action and was information only.
- E. **WIOA Memorandums Of Understanding (MOU):** Staff provided an update on the [WSD18-12](#) Directive was released April 30, 2019 indicating the need to update the MOUs. The MOU is due to the State on June 30, 2019. Enrique explained the 3 phases of the updated MOU's and the role of the partner agencies. Each partner is required to pay their fair share to operate at the AJCC. In most cases non-profit cases left due to lack of funding. Partners bring value to workforce. Phase III is to update the MOU and reflect the partners and describe shared customers, partners, costs and resign the MOU.
- F. **Website:** The revamped website was launched on May 10, 2019. Any updates or additional recommendations may be sent to Sylvia Jacquez. It was noted that today's meeting agenda isn't on the website. Staff will begin adding the agenda when they are release. Send out a

press release that the site exists and call for employers to post directly there. It was also suggested that employers receive training on navigating CalJobs to post positions.

- G. **Extension of Approval to Act as Career Service Provider:** A letter indicating approval for the Local Workforce Area to continue to act as the WIOA Adult and Dislocated Worker Career Service Provider has been extended through June 30, 2021 was enclosed for board information.
- H. **Second Chance Event:** Flier was distributed for the July 16, 2019 for the Second Chance Reentry program: <https://www.secondchanceprogram.org/>.
- I. **Committee Updates:** Updates may be provided on the following committees:
 - 1. **Audit Committee** A Fiscal and Procurement review is taking place this week. Staff indicated there will possibly be some findings and gave the board a heads-up on the monitoring.
 - 2. **Ag Committee:** A meeting is scheduled for June 25 2:30 P.M. at Mars Hill. Ag Committee will identify at least one training for ag workers. Include this in their discussion.
 - 3. **Bylaws Committee:**The Bylaws committee meet prior to the Executive Committee meeting for the annual review. Change bylaws to reflect the new meeting location at 1161 San Felipe Road. Also updated to post the meeting location at least 72 hours in advance of the meeting. **M/S/C was action taken or need to be taken?**
 - 4. **Youth Committee:** Committee members didn't have an update.
 - 5. **Membership Committee:** The membership committee will need to meet to strategize the recruitment of new members. Previously discussed.
 - 6. **Nominating Committee:** The Nominating Committee meet just prior to the Executive Committee and the slate of officers will remain the same. Add to the July meeting for approval for the new fiscal year.
- IV. **Additional Information:**
 - A. **California Manufacturing Technology Consulting:** Kristina Chavez Wyatt will give a presentation at the July meeting.
 - B. **Sling Shot Project:** Staff indicated that the region received funding \$12,000 for tech apprenticeships to assist with costs for committees in bay area. Once programs are developed there may be funds available for a local resident. FYI only.
 - C. **Worforce program apprenticeship:** Add to next agenda.
- V. **Adjournment:** *M/S/C Kendra Bobsin/Chuck Frowein. 3:47 P.M.*

The next Full Board meeting is scheduled on July 9, 2019, at 1161 San Felipe Road, Hollister, CA 95023 at 3 P.M.

WORKFORCE DEVELOPMENT PROFESSIONAL

Certificate Program & Registered Apprenticeship Program

BENEFITS OF THE PROGRAM:

- ✓ **Benefit to Employees:**
Certificate, advancement, and increase in wages and marketability upon completion
- ✓ **Benefit to Employer:**
Trained workforce (including the Workforce Innovation and Opportunity Act), improved customer service, higher quality/productivity, improved employee relations
- ✓ **Benefit to the California Workforce Development System:**
High quality standards for workforce development professionals, consistent and ongoing training for employees and America's Job Centers of California partners and improved customer service

To learn more:

<https://www.cce.csus.edu/workdev>



SACRAMENTO STATE
COLLEGE OF CONTINUING EDUCATION

Workforce development professionals – in private, nonprofit and public sectors – work in increasingly complicated environments and for years, many have voiced the concern over a lack of standardized training or a professional credential.

The College of Continuing Education at Sacramento State has partnered with government, workforce development, labor and education to establish this much-needed standard through a professional development program. The training has been specifically designed to meet the needs of workforce development professionals as a pathway for personal growth and professional advancement.

Taught by leaders in the workforce development industry and subject matter experts, the Workforce Development Professional Certificate Program is applicable to seasoned as well as new staff. Participants learn how workforce boards and America's Job Centers of California were created, how to build effective relationships with employers, as well as leadership, project management, presentation and facilitation skills that make them better employees and the organizations they work for more productive.

Program Structure: The program consists of 12 courses for a total of 132 instructional hours. All participants completing the required courses will receive a Certificate of Participation and 13.2 continuing education units.

First of its kind Registered Apprenticeship Program: Registered with the California Division of Apprenticeship Standards, this model features on-the-job experience and rigorous academic coursework with participants earning the workforce industry's first professional certificate.

The Workforce Development Professional Certificate Program can be taken whether or not you wish to enter into an apprenticeship agreement.

The program is currently available for delivery throughout California for Workforce Development agency staff. If you or your agency is interested in participating in this program, please contact the College of Continuing Education at Sacramento State for more information.

For questions related to the program, please contact
Program Development Strategist, Babette Jimenez at
(916) 278-6108

jimenezb@csus.edu

Original to:

_____ NOVA

_____ County of San Benito

April 19, 2019 DRAFT

AGREEMENT BETWEEN
CITY OF SUNNYVALE AND COUNTY OF SAN BENITO
FOR WORKFORCE DEVELOPMENT SERVICES

This Agreement is made on the ____ day of April, 2019 between the City of Sunnyvale, a California municipal corporation (hereinafter referred to as "City"), on behalf of the NOVA Workforce Board, and the County of San Benito (hereinafter referred to as "Subrecipient").

Whereas, City has applied for and been granted funds from the State of California to provide regional workforce development services under the Workforce Innovation and Opportunity Act Title I; and

Whereas, under this Agreement, Subrecipient is participating in the operation of such services as a subcontractor of funds awarded to City; and

Whereas, City and Subrecipient are required to execute an Agreement wherein they agree to adhere to and comply with the conditions and requirements established for use of the funds of this grant;

Now, therefore, it is agreed:

1. **Terms and Conditions**: Subrecipient agrees to provide employment and training services and to comply with other requirements in accordance with the following:

- (a) Program Design and Standards – Exhibit A;
- (b) Special Provisions – Exhibit B;
- (c) Assurances and Certifications – Exhibit C;
- (d) Budget and Method of Payment – Exhibit D;

- (e) Request for Payment – Exhibit E; and
- (f) State of California and Department of Labor guidelines, as they now exist are or hereinafter amended.

The above-referenced Attachments and Exhibits are incorporated by reference as though fully set forth herein.

- 2. Term of Agreement: April 1, 2019 through September 30, 2020
- 3. Funding Limit: \$25,421.00
- 4. Agreement Number: 003-1145-19
- 5. State of California Subgrant No.: K9110032
- 6. CFDA #: 17.278

The parties, by and through their authorized representatives as indicated below, hereby acknowledge and agree to the terms and conditions of this **Agreement**.

CITY OF SUNNYVALE

COUNTY OF SAN BENITO

BY: _____

BY: _____

NAME: **Kris Stadelman**

NAME: **Mark Medina**

TITLE: **Director, NOVA**

TITLE: **Chair, Board of Supervisors**

PROGRAM DESIGN AND STANDARDS

I. PROGRAM DESIGN

A. PROJECT OVERVIEW: The following is a programmatic description of what will be accomplished during the contract period.

SlingShot 2.0: On January 10, 2019, the City, on behalf of the Bay-Peninsula Regional Planning Unit (RPU), was awarded funding by the California Workforce Development Board (CWDB) to focus on regional apprenticeship systems alignment and systems building. Coordinating the development of a seamless service delivery model for regional apprenticeship will be accomplished through the RPU, including the City, Subrecipient, work2future and led by the San Francisco Office of Economic and Workforce Development (OEWD).

The leadership group of the RPU is committed to exploring and maximizing opportunities where regional and cross-sector apprenticeship models will benefit the region's businesses and job seekers. The RPU is committed to working closely with the regions Workforce Boards, education systems, tech sector employers, training providers and industry champions to ensure that all apprenticeship models are properly vetted and sustainable. OEWD will build systems for collaboration and regular communication among the RPU to ensure continual momentum. The team will work collaboratively to isolate strong players in the tech apprenticeship space and to assess how to loop each one into the SlingShot project.

OEWD will work closely with Social Policy Research Associates (SPR) to assess the viewpoints and accessibility of tech apprenticeships within the Bay Area Region. OEWD and partners will engage all four categories of the regional network: educators, employers, intermediaries and job seekers. OEWD will lead all efforts to create and manage events, such as convenings, meetings, or larger network building efforts. These events will be produced on a quarterly basis, or at a time that better accentuates the landscape analysis results, regional buy in, or current momentum of regional apprenticeship.

With regards to the longer-term sustainability of the regional apprenticeship collaborative, OEWD aims to build out a regional committee comprised of workforce boards, educators, employers and industry champions that will continue to support regional apprenticeship pipelines, curriculum development, networking building, and education campaigns, all while focusing on equity and access.

Regional Training Funds: On January 10, 2019, the CWDB awarded the City, on behalf of the RPU, Regional Training Funds to support trainings, conferences, travel costs and costs associated with travel for professional development.

B. SCOPE OF SERVICES

SlingShot 2.0

Under the direction of OEWD, Subrecipient will engage appropriate regional educational institutions, employers, community based organizations and job seekers to participate in this SlingShot 2.0 apprenticeship initiative.

Regional Training Funds

Subrecipient will participate in professional development trainings and conferences related to regional workforce development activities.

II. PROGRAM COORDINATION

1. NOVA's Director shall be the Program Manager for the City and shall render overall supervision of the progress and performance of this Agreement by City. All services agreed to be performed by City shall be under the overall direction of the Program Manager.
2. Subrecipient shall assign a Coordinator who shall have overall responsibility for the progress and execution of this Agreement. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute Coordinator, Subrecipient shall notify City immediately of such occurrence. Subrecipient Coordinator and staff will fully cooperate with City relating to this Agreement.

III. NOTICES

All notices or correspondence required or contemplated by this Agreement shall be sent to the respective parties at the following addresses:

City: Kris Stadelman, Director
NOVA
505 West Olive Ave., Suite 550
Sunnyvale, CA 94086
Telephone: (408) 730-7233
Email: kstadelman@novaworks.org

Subrecipient: Enrique Arreola, Deputy Director
Health and Human Services Agency
1111 San Felipe Rd. #206
Hollister, CA 95023
Telephone: (831) 634-4918
Email: EArreola@cosb.us

Nothing contained herein shall be construed to prohibit the parties from communicating by the most expedient method available, whether by commercial courier, facsimile, or by electronic means. However, for purposes of providing official notification and/or documentation as required in this Agreement, the sending party assumes full responsibility and the burden of proof for the completed transmission if the documents or notification are sent by means other than certified, first class mail through the United States Postal Service.

SPECIAL PROVISIONS

S1 INSUFFICIENT FUNDING

In the event that the U.S. Department of Labor or the Governor of the State of California fails to provide sufficient funding for implementation of the entire services as set forth herein, the amount set forth in this Agreement shall be reduced and the program shall be reduced proportionately. City shall endeavor to provide a minimum of thirty (30) days notice in the event of reduced funding.

S2 ENTIRE AGREEMENT

This Agreement, its attachments and references cited herein fully express all understandings of the parties concerning the matters covered herein. No addition to or alteration of the terms of this Agreement, and no other Agreements of the parties or their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement duly approved and executed by the parties' authorized representative(s).

S3 PROCEDURE TO MODIFY THE AGREEMENT

Subrecipient shall submit its request for changes in writing to the City's Program Manager as identified in Exhibit A. Such modification requests must include a summary of the proposed revisions and justification for each.

S4 INDEMNIFICATION

Subrecipient shall defend, indemnify, and hold harmless City, its officers, employees, agents and volunteers from and against any claims, losses, injuries, suits, actions or judgments and from any and all liability for any and all claims, losses, injuries, suits, actions or judgments filed or brought by any and all persons because of or arising or resulting from, or in connection with any negligent act, omission or willful misconduct by Subrecipient, or its officers, employees, agents or representatives. Subrecipient further agrees to reimburse City for all costs, reasonable attorneys' fees, expenses and liabilities incurred in any legal action arising out of any obligation of Subrecipient to be performed under this Agreement or arising from any negligence or willful misconduct of Subrecipient, its officers, employees, agents or representatives. Nothing in this section shall be construed to prohibit apportionment of liability, damages and related defense costs as between Subrecipient and City for third-party claims in accordance with applicable provisions of California law. City shall notify Subrecipient of any third-party claims related to this Agreement within thirty (30) days of receipt, however, failure to provide such notice shall not operate to waive Subrecipient's obligations under this Section.

S5 LEGAL RELATIONSHIP

- 5.1 It is understood and agreed that Subrecipient is an independent contractor and that no relationship of employer-employee exists between the parties hereto; that Subrecipient shall not be entitled to any benefits available to employees of City; that City is not required to make any deductions from the compensation payable to Subrecipient under the provisions of this Agreement; that as an independent contractor, Subrecipient thereby holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed that Subrecipient has no authority to act for or on behalf of City other than acting as Subrecipient in carrying out and performing the terms of the Agreement.
- 5.2 The Federal Government and the State of California are not parties hereto and no legal liability on the part of the federal or state government is implied under the terms and conditions of this Agreement; any liabilities, legal actions or disputes as may arise under this Agreement are between the City and Subrecipient.
- 5.3 All powers not explicitly vested in the Subrecipient by this Agreement remain with City.
- 5.4 Subrecipient, without additional expense to City, shall be responsible for obtaining any necessary licenses and permits, and for complying with any applicable federal, (including OSHA) state and municipal laws, codes and regulations. Subrecipient shall be similarly responsible for all damages to persons or property that occur as a result of Subrecipient fault or negligence. Subrecipient shall take adequate precautions to protect the work, the workers, the public, and the property of others. Failure to do so shall place Subrecipient in default of the terms of this Agreement.
- 5.5 If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby, if such remainder would then continue to conform to the terms and requirements of applicable law.
- 5.6 In no event shall any payment by City hereunder constitute or be construed to be a waiver by City of any breach of covenants or conditions of this Agreement or any default which may then exist on the part of the Subrecipient. The making of any such payment shall not prejudice any right or remedy available to City with respect to such breach or default.
- 5.7 In no event shall a waiver by City of any of the provisions herein invalidate the remainder of the Agreement.

S6 CONFLICT OF INTEREST

Subrecipient shall maintain a written code of standards. The Subrecipient will insure that no actual or apparent conflict of interest shall occur relative to the performance of this Agreement.

S7 PERSONNEL

- 7.1 Subrecipient represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or be deemed thereby to have any contractual relationship with City.
- 7.2 All of the services hereunder will be performed by Subrecipient or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

S8 INTELLECTUAL PROPERTY

8.1 Federal Funding

If this Agreement is funded in whole or in part by the federal government, City may acquire and maintain the intellectual property rights, title, and ownership which result directly or indirectly from the Agreement, except as provided in 37 CFR Part 401.14. However, pursuant to *Uniform Guidance* 2 CFR Part 200 and DOL Exceptions 2 CFR Part 2900, the federal government shall have a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such intellectual property in any manner for governmental purposes and to permit others to do so.

8.2 Ownership

a. Except where City has agreed in a signed writing to accept a license, City shall be and remain without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Subrecipient or City and which result directly or indirectly from this Agreement.

b. For the purposes of this Agreement, intellectual property means recognized protectable rights and interest such as: patents (whether or not issued), copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, oral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, goodwill, any data or information maintained, collected or stored in the ordinary course of business by City, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

(1) For the purposes of the definition of intellectual property, "works" means all literary works, writings and printer matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sounds recordings, tapes, educational materials, interactive videos, computer software and any other materials or products created, produced, conceptualized and fixed in a tangible medium of

- expression. It includes preliminary and final products and any materials and information developed for the purpose of producing those final products. "Works" does not include article submitted to peer review or reference journals or independent research projects.
- c. In the performance of this Agreement, Subrecipient may exercise and utilize certain of its intellectual property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Subrecipient may access and utilize certain of City's intellectual property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Subrecipient shall not use any of City's intellectual property now existing or hereafter existing for any purposes without the prior written permission of City. Except as otherwise set forth herein, neither the Subrecipient nor City shall give any ownership interest in nor rights to its intellectual property to the other party. If, during the term of this Agreement, Subrecipient accesses any third-party intellectual property that is licensed to City, Subrecipient agrees to abide by all license and confidentiality restrictions applicable to City in the third party's license agreement.
 - d. Subrecipient agrees to cooperate with City in establishing or maintaining City's exclusive rights in the intellectual property and in assuring City's sole rights against third parties with respect to the intellectual property. If the Subrecipient enters into any agreements or subcontracts with other parties in order to perform this Agreement (other than for customized or on-the-job training), Subrecipient shall require the terms of the agreement(s) to include all intellectual property provisions of this Agreement.
 - e. Subrecipient further agrees to assist and cooperate with City in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce City's intellectual property rights and interests.

8.3 Retained Rights/License Rights

- a. Except for intellectual property made, conceived, derived from, or reduced to practice by Subrecipient or City and which result directly or indirectly from this Agreement, Subrecipient shall retain title to all of its intellectual property to the extent such intellectual property is in existence prior to the effective date of this Agreement. Subrecipient hereby grants to City, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of Subrecipient's intellectual property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the intellectual property as set forth herein.
- b. Nothing in this provision shall restrict, limit, or otherwise prevent Subrecipient from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Subrecipient's use does not infringe the patent, copyright, trademark rights, license or other intellectual property rights of City or third party, or result in a breach or default of any provisions of this section of Agreement or result in a breach of any provisions of law relating to confidentiality.

8.4 Copyright

a. Subrecipient agrees that for purposes of copyright law, all works of authorship made by or on behalf of Subrecipient in connection with Subrecipient's performance of this Agreement shall be deemed "works made for hire." Subrecipient further agrees that the work of each person utilized by Subrecipient in connection with the performance of this Agreement will be a "work made for hire." Subrecipient shall enter into a written Agreement with any such person that: (i) all work performed for Subrecipient shall be deemed a "work made for hire" under the Copyright Act, and (ii) that person shall assign all right, title, and interest to City to any work product made, conceived, derived from, or reduced to practice by Subrecipient or City and which results directly or indirectly from this Agreement.

b. All materials, including but not limited to computer software and visual works or text, reproduced or distributed pursuant to this Agreement that include intellectual property made, conceived, derived from, or reduced to practice by Subrecipient or City and which result directly or indirectly from this Agreement may not be reproduced or disseminated without prior written permission from City.

8.5 Patent Rights

With respect to inventions made by Subrecipient in the performance of this Agreement, which did not result from research and development specifically included in Subrecipient's scope of work, Subrecipient hereby grants to City a license for devices or materials incorporating or made through the use of such inventions. If such inventions result from research and development work specifically included within the Contractor's scope of work, then Subrecipient agrees to assign to City, without additional compensation, all its right, title, and interest in and to such inventions and to assist City in securing United States and foreign patents with respect thereto.

8.6 Third-Party Intellectual Property

Except as provided herein, Subrecipient agrees that its performance of this Agreement shall not be dependent upon or include any intellectual property of Subrecipient or third party without first: 1) obtaining City's prior written approval; and 2) granting to obtaining for City, without additional compensation, a license of any of Subrecipient's or third-party's intellectual property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and City determines that the intellectual property should be included in or is required for Subrecipient's performance of the Agreement, Subrecipient shall obtain a license under terms acceptable to City.

8.7 Warranties

a. Subrecipient represents and warrants that:

- 1) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
- 2) Neither Subrecipient's performance of this Agreement, nor the exercise by either party of the rights grant in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the intellectual property made, conceived, derived from,

- or reduced to practice by Subrecipient or City and which result directly or indirectly from this Agreement will infringe upon or violate any intellectual property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by any state, the United States, or any foreign country.
- 3) Neither Subrecipient's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
 - 4) It has secured and will secure all rights and licenses necessary for intellectual property including but not limited to consents, waivers or releases from all authors of music or performances used, and talent (radio, televisions and motion picture talent), owners of any interest in and to real estate, site locations, property or props that may be used or shown.
 - 5) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights grant to City in this Agreement.
 - 6) It has appropriate systems and controls in place to ensure that state and federal funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
 - 7) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Subrecipient's performance of this Agreement.
- b. City makes no warranty that the intellectual property resulting from this Agreement does not infringe upon any patent, trademark, copyright or the like now existing or subsequently issued.

8.8 Intellectual Property Indemnity

a. Subrecipient shall indemnify, defend and hold harmless City and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products ("indemnities") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with to any thereof), whether or not rightful, arising from any and all actions of claims by any third party or expenses related thereto (including but not limited to all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action or proceeding commenced or threatened) to which any of the Indemnities may be subject, whether or not Subrecipient is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Subrecipient pertaining to intellectual property; or (ii) any intellectual property infringement, or any other type of actual or alleged infringement claim, arising out of City's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the intellectual property made, conceived, derived from, or reduced to practice by Subrecipient or City and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this Agreement. City reserves the right to

participate in and/or control, at Subrecipient's expense, any such infringement action brought against City.

b. Should any intellectual property license by the Subrecipient to City under this Agreement become the subject of an intellectual property infringement claim, Subrecipient will exercise its authority reasonably and in good faith to preserve City's right to use the licensed intellectual property in accordance with this Agreement at no expense to City. City shall have the right to monitor and appear through its own counsel (at Subrecipient's expense) in any such claim or action. In the defense or settlement of the claim, Subrecipient may obtain the right for City to continue using the license intellectual property or replace or modify the licensed intellectual property so that the replaced or modified intellectual property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed intellectual property. If such remedies are not reasonably available, City may be entitled to a refund of all monies paid under this Agreement, without restriction or limitation or any other rights and remedies available at law or in equity.

c. Subrecipient agrees that damages alone would be inadequate to compensate City for breach of any term of these intellectual property provisions of this Section by Subrecipient. Subrecipient acknowledges City would suffer irreparable harm in the event of such breach and agrees City shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or imitation of any other rights and remedies available at law or in equity.

8.9 Survival

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

S9 SUBCONTRACTING/ASSIGNMENT

9.1 Subrecipient's duties under this Agreement shall not be delegated by Subrecipient nor shall any of the work or services to be performed hereunder be subcontracted out to third parties without the prior, written consent of the City. Subrecipient shall contact City in writing to request consent of the City to engage a third-party subcontractor. The correspondence shall include details regarding procurement and planned activities pursuant to this agreement. Third-party subcontractors identified in this Agreement shall be deemed to have been approved by City. Subrecipient shall perform oversight of such third-party subcontractors to ensure compliance with WIOA regulations, including requirements related to confidentiality, records retention, allowable costs, and other requirements applicable to this program.

S10 COMPLAINTS/GRIEVANCES

Subrecipient shall follow the City's policies and procedures for resolving any complaints and/or grievances arising in connection with an alleged violation of the grant, or other Agreements.

S11 PUBLIC ACCESS TO RECORDS

As a condition of receiving WIOA (Workforce Innovation and Opportunity Act) funds, the independent auditor or monitor of the City, the State of California Employment Development Department auditors, investigators, and monitors, and the Department of Labor, Comptroller General of the United States or their duly authorized representatives shall at all times during the Agreement term and for a period of three years thereafter have the right of access to any books, documents, papers, financial statements and records (including computer records) of the Subrecipient which are directly pertinent to charges under this Agreement to assure compliance with the terms of the Agreement and the WIOA statutes, regulations, and directives, and to make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to Subrecipient's personnel with knowledge of the records and financial statements for the purpose of interviews and discussions related to documents and services provided under this Agreement.

S12 INSURANCE AND BONDS

Subrecipient shall procure and maintain insurance for the duration of the contract against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Subrecipient, its agents, representatives, or employees.

12.1 Minimum Scope and Limits of Insurance

Subrecipient shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage and \$2,000,000 aggregate. ISO Occurrence Form CG 0001 is required.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 is required.
3. Workers' Compensation Statutory Limits and Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

12.2 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared and approved by the City of Sunnyvale. The vendor shall guarantee payment of any losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention.

12.3 Other Insurance Provisions

The general liability and automobile insurance policies shall contain, or be endorsed to contain, the following provisions:

1. The City of Sunnyvale, its officials, employees, agents and volunteers are to be covered as additional insureds with respects to liability arising out of activities performed by or on behalf of the Subrecipient; products and completed operations of the Subrecipient; premises owned, occupied or used by the Subrecipient; or automobiles owned, leased, hired or borrowed by the Subrecipient. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, employees, agents or volunteers.
2. For any claims related to this project, the Subrecipient's insurance shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the Subrecipient's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not effect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.
4. The Subrecipient's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Sunnyvale.

12.4 Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Sunnyvale.

12.5 Verification of Coverage

Subrecipient shall furnish the City of Sunnyvale with an original Certificate of Insurance effecting the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City of Sunnyvale prior to commencement of work.

The City will accept evidence of self-insurance from the Subrecipient that meets the above requirements.

12.6 Fidelity Bonds

If cash advances are part of the contract, a fidelity bond is required in an amount of \$100,000 or the highest estimated monthly expenditure, whichever is lower, covering any and all of City's officers and employees involved in the performance of the contract.

S13 FISCAL AND RECORDKEEPING RESPONSIBILITIES

- 13.1 Subrecipient shall comply with OMB CFR Chapter II, Part 200, et al., *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards: Final Rule* and the Department of Labor's (DOL) exceptions at 2 CFR Chapter II, Part 2900 et al. and as hereafter amended relating to the utilization of funds, the operation of programs, and maintenance of records, books, accounts, and other documents under the Act.
- 13.2 Subrecipient shall maintain adequate administrative and accounting controls, personnel standards, evaluation procedures and other policies to promote the safe and effective use of funds provided by this Agreement.
- 13.3 Subrecipient shall submit reports of fiscal data in accordance with City's policies and procedures. For cost reimbursement Agreements, fiscal accounts shall be maintained in a manner sufficient to permit preparation of expense reports on an accrual basis as required by City and DOL. Such financial information reported must be taken directly or linked by worksheet to books of original entry and traceable to source documents. Subrecipient shall maintain a cost allocation plan for distribution of shared costs. Fiscal records must provide a clear audit trail.
- 13.4 Subrecipient shall separately account for WIOA funds on deposit. All funding under this agreement will be made by check or wire transfer for deposit in Subrecipient's bank account.
- 13.5 Under this Agreement Subrecipient shall use funds allocated exclusively for costs related to employment and training services as defined in Exhibit A, Program Design and Standards.
- 13.6 Subrecipient shall not be allowed to recover costs incurred before and after the term of this Agreement.
- 13.7 All records pertaining to this Agreement shall be retained for five (5) years from the date of City's final expenditure report except when audit has not been completed or audit findings have not been resolved. In such cases, the pertinent records must be maintained until audit is completed and audit findings resolved. Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.
- 13.8 For any Agreement in which unexpended funds resulting from cash advances remain upon completion or termination of this Agreement, Subrecipient shall return such funds to the City within sixty (60) days of the termination of Agreement.
- 13.9 Subrecipient shall account for any income received deemed as Program Income and utilize said income in accordance with that same section. For public or private non-profit agencies, this shall include any revenues in excess of costs. These funds may be retained by the Subrecipient to underwrite additional training or training related services pursuant to the Agreement and/or grant which generated them as approved by City; or the funds

shall be returned to City. Fiscal records must provide a clear audit trail for expenditures incurred and costs relative to additional training or services to be provided by appropriate cost category.

S14 PROPERTY MANAGEMENT

14.1 The Subrecipient must obtain City's approval prior to charging this Agreement for any portion of the cost of the following:

- The purchase of property with a per-unit single cost totaling \$5,000 or more.
- The purchase, rent, licensing, maintenance fee, or subscription of information-technology applications/software/services with a per-unit single or cumulative cost totaling \$5,000 or more within a twelve-month period.

The Subrecipient shall consult with the City prior to disposing of equipment purchased with WIOA funds.

14.2 The Subrecipient shall allow the City to make on-site verification that authorized non-expendable property has been purchased and is being used for the purposes of this Agreement. Subrecipient must maintain accurate inventory records of all equipment purchased with federal funds.

14.3 Subrecipient shall maintain an audit trail showing the acquisition and disposition of all non-expendable property. Such records shall be retained for a period of three (3) years after the final disposition of the property.

14.4 Funds provided under the Agreement shall not be used for the purchase of real property or options to purchase.

S15 RIGHT TO REALLOCATE FUNDS

15.1 City will monitor Subrecipient's expenditures monthly under this Agreement and may reallocate funds in the event Subrecipient is not making adequate progress toward budget goals, per Exhibit D of this Agreement.

15.2 City will provide Subrecipient with no less than thirty (30) days written notification of its intent to reallocate funds. Subrecipient shall have opportunity to respond and offer any views and recommendations within the 30-day notification period. City is not bound to accept Subrecipient's views and/or recommendations with respect to the intended reallocation.

S16 REPORTS

16.1 Subrecipient shall prepare, for City's submission, all required documents and reports as specified by the City, including quarterly progress reports and a final grant closeout report for the California Workforce Development Board. In addition, special reports necessary for program operation and evaluation may be required.

S17 TERMINATION OF AGREEMENT

This Agreement may be terminated in whole or in part under the following circumstances:

17.1 Termination for Convenience

In the event that either the Subrecipient or the City determines that continuation of this Contract would not be in its best interests, this Agreement may be terminated in whole or in part by either party. Termination shall be effected by delivery to the Subrecipient or City of a Notice of Termination. Such notice shall be delivered a minimum of 30 days prior to the effective date of termination, which shall be specified in the notice. Subrecipient shall be compensated pursuant to the terms of this Agreement for all funds earned up to the point of termination.

17.2 Termination for Cause

City may terminate this Agreement when it has determined that Subrecipient has failed to provide any of the services specified or to comply with any of the provisions contained in this Agreement. City will notify the Subrecipient of such unsatisfactory performance in writing. Subrecipient will correct the deficiencies within the timeframe provided by City or the Agreement terminates. In the event of such termination, City shall be liable for payment only for such services as were satisfactorily rendered prior to the effective date of the termination.

17.3 Insufficient Funding

Under conditions of reduced funding, the City reserves the right to immediately terminate this Agreement.

S18 SUSPENSION OF FUNDS

City may suspend payments to Subrecipient under the following circumstances:

18.1 Failure to comply in any respect with either the terms and/or conditions of this Agreement.

18.2 Submittal by Subrecipient of reports which are incorrect or incomplete in any substantial and material respect.

18.3 Failure of Subrecipient to accept any additional conditions that may be required by law, by executive order, by regulation, or by other policy announced by DOL or the State at any time.

S19 WITHHOLDING OF PAYMENTS/REIMBURSEMENTS

Notwithstanding any other provision of this Agreement, City may elect not to make a particular payment under this Agreement if:

- 19.1 Subrecipient, with or without knowledge, shall have made any misrepresentation of a substantial and material nature with respect to any information furnished to City;
- 19.2 There is pending litigation with respect to the performance by Subrecipient of any of its duties or obligations hereunder which may jeopardize or adversely affect carrying out the project, including any court action or proceeding involving the Federal Bankruptcy Act or assignment for benefit of creditors;
- 19.3 Subrecipient is in default under any provision of this Agreement.

S20 DISPUTES

- 20.1 The Subrecipient agrees to use best efforts to resolve disputes arising from this Agreement by administrative processes and negotiations in lieu of litigation. Subrecipient agrees to continue performance unless impasse declared.
- 20.2 Any dispute concerning a question of fact or the resolution of costs arising under this Agreement which is not settled by informal means shall be decided by the City's Program Manager. A written decision will be mailed or otherwise furnished to the Subrecipient, in accordance with City's procedures.
- 20.3 Subrecipient shall have access to the City's Grievance Procedures for the resolution of any complaints or issues not resolved informally.

S21 DISALLOWED COSTS

Except to the extent that the City determines it will assume liability, Subrecipient will be liable for and will repay to City, or deduct from a future Request for Payment, any amounts expended under this Agreement found not to be in accordance with WIOA including, but not limited to, disallowed costs. Such repayment will be from funds (non-federal) other than those received under WIOA. Any such sum shall be deemed delinquent which remains unpaid thirty (30) days following written demand by City for payment.

S22 PAYMENT TO SUBRECIPIENT

City will pay Subrecipient for the performance of its services and duties as specified in the Agreement. Payment shall be for allowable costs actually incurred by Subrecipient pursuant to the Agreement during its period of performance.

S23 PROGRAM AGENT POLICIES AND PROCEDURES

- 23.1 Subrecipient shall comply with City's policies and procedures, and any directive or other bulletin issued which clarify or modify City policies and procedures.
- 23.2 If the Subrecipient conducts eligibility determination, Subrecipient shall assure that only eligible participants are enrolled in the program funded under this Agreement. Failure of

this condition shall entitle City to recovery of disallowed costs incurred by any ineligible participant.

S24 AUDIT REQUIREMENTS

- 24.1 Non-Federal subrecipients that expend \$750,000 or more in a year in Federal awards shall have a single audit conducted in accordance with 2 CFR Part 200.514, except when they elect to have a program-specific audit. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant Agreements do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with 200.507. Subrecipient shall submit a copy of its audit report to the City within 30 days of receipt of the audit report or within nine months of the end of the audit period, whichever is earlier. If this Agreement is for goods or services provided as a contractor, Subrecipient is not subject to these audit requirements.

S25 RECEIPT OF ADDITIONAL FUNDS

Subrecipient shall report any additional or unexpected funds received in conjunction with the services provided under the terms of this Agreement to the City upon receipt of such funds or notification of award of such funds.

S26 ATTORNEY'S FEES AND COSTS

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover all legal costs and reasonable attorney's fees incurred in bringing such an action, whether such action is resolved by adjudication, arbitration or settlement.

S27 INCIDENT REPORTING

Subrecipient shall establish appropriate internal procedures to prevent and detect fraud, abuse, and other criminal activity relative to WIOA-funded activities and services. Any such incidents detected shall immediately be reported to City's Manager of Job Seeker Services, or in her absence, City's Director of NOVA Workforce Services. Internal procedures must be in writing and include the designation of a person on the Subrecipient's staff who will be responsible for such notifications.

S28 SALARY AND BONUS LIMITATIONS

In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading "Employment and Training" that are available for expenditure on or after June 15, 2006 shall be used by a recipient or Subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II (note: \$189,600 as of 1/18), except as provided for under section 101 of Public Law 109-149. This limitation shall not apply to contractors providing goods and services as defined in *Uniform Guidance* 2 CFR Part 200 and Part

2900. The incurrence of costs and receiving reimbursement for these costs under this award certifies that your organization has read the above special condition and is in compliance.

ASSURANCES AND CERTIFICATIONS

1. The Subrecipient assures and certifies that it will in performing its responsibilities as a Subrecipient under this Agreement hereby fully comply with the provisions of:

- **The Workforce Innovation and Opportunity Act of 2014 (WIOA);**
- The Office of Management and Budget (OMB) *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards: Final Rule*, at 2 Code of Federal Regulations (CFR) Chapter II, Part 200, et al; and the Department of Labor's (DOL) exceptions at 2 CFR Chapter II, Part 2900 et al; and
- All regulations, legislation, directives, policies, procedures and amendments issued pursuant hereto.

Other Requirements:

- All State legislation and regulations to the extent permitted by federal law and all policies, directives, and/or procedures which implement the WIOA.
- The provisions of Public Law 107-288, Jobs for Veterans Act, as the law applies to DOL job training programs.

2. NONDISCRIMINATION

Subrecipient assures and certifies it will comply with the nondiscrimination and equal opportunity provisions of the following laws:

- Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), which states that no individual in the United States may, on the ground of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and for beneficiaries only, citizenship or participation in any WIOA Title I—financially assisted program or activity, be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any WIOA Title I—funded program or activity.
- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin.
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
- Subrecipient shall also comply with *Uniform Guidance* 2 CFR Part 200 and Part 2900 and all other regulations implementing the laws listed above.

Subrecipient agrees to comply with the Americans with Disabilities Act (ADA) of 1990, as well as all applicable regulations and guidelines issued pursuant to ADA (42 USC 12101 et seq).

Subrecipient shall include the nondiscrimination and compliance provisions of this section in all subcontracts to perform work under this Agreement.

3. CONFIDENTIALITY

The City, State of California, and Subrecipient will exchange various kinds of information pursuant to this Agreement. That information will include data, applications, program files, and databases. These data and information are confidential when they define an individual or an employing unit. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the Employment Development Department, the California Department of Social Services, the California Department of Education, the California Department of Corrections and Rehabilitation, the County Welfare Department(s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges, and the Department of Alcohol and Drug Programs.

City and Subrecipient agree that:

- a. Each party shall keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a "need-to-know" basis.
- b. Each party shall provide security sufficient to ensure protection of confidential information from improper use and disclosures, including sufficient administrative, physical, and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of the information.
- c. The Subrecipient agrees that information obtained under this Agreement will not be reproduced, published, sold or released in original or in any other form for any purpose other than those specifically identified in this Agreement.
 - 1) Aggregate Summaries: All reports and/or publications developed by the Subrecipient based on data obtained under this Agreement shall contain confidential data in aggregated or statistical summary form only. "Aggregated" refers to a data output that does not allow identification of an individual or employer unit.
 - 2) Publication: Prior to publication, Subrecipient shall carefully analyze aggregated data outputs to ensure the identity of individuals and/or employer units cannot be inferred pursuant to Unemployment Insurance Code Section 1094(c). Personal identifiers must be removed. Geographic identifiers should be specified only in large areas and as needed, and variable should be recorded in order to protect confidentiality.
 - 3) Minimum Data Cell Size: The minimum data cell size or derivation thereof shall be three participants for any data table released to outside parties or to the public.
- d. Each party agrees that no disaggregate data, identifying individuals or employers, shall be released to outside parties or the public.

- e. The Subrecipient shall notify City's designated data security representative (see below) by telephone of any actual or attempted information security incidents within 24 hours of initial detection. Information security incidents include but are not limited to any event (intentional or unintentional) that causes the loss, damage, or destruction, or unauthorized access, use, modification, or disclosure of information assets. Subrecipient shall cooperate with City in any investigation of security incidents. The system or device affected by an incident and containing confidential data obtained in the administration of this program shall be immediately removed from operation upon confidential data exposure or a known security breach. It shall remain removed from operation until correction and mitigation measures are applied. If Subrecipient learns of a breach in the security of the system which contains confidential data obtained under this Agreement, then Subrecipient must provide notification to individuals pursuant to Civil Code Section 1798.82.
- f. The Subrecipient shall provide for the management and control of physical access to information assets (including personal computer systems, computer terminals, mobile computing devices, and various electronic storage media) used in performance of this Agreement. This shall include but is not limited to security measures to physically protect data, systems, and workstations from unauthorized access and malicious activity; the prevention, detection, and suppression of files; and the prevention, detection, and minimization of water damage.
- g. At no time will confidential data obtained pursuant to this agreement be placed on a mobile computing device, or on any form of removable electronic storage media of any kind unless the data are full encrypted.
- h. Each party shall provide its employees with access to confidential information with written instructions fully disclosing and explaining the penalties for unauthorized use or disclosure found in section 1798.55 of the Civil Code, section 502 of the Penal Code, section 2111 of the Unemployment Insurance Code, section 10850 of the Welfare and Institutions Code and other applicable local, state and federal laws.
- i. Each party shall (where appropriate) store and process information in electronic format in such a way that unauthorized persons cannot reasonably retrieve the information by means of a computer.
- j. Each party shall promptly return to the other party confidential information when its use ends or destroy the confidential information utilizing an approved method of destroying confidential information by shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.
- k. If the Subrecipient enters into an Agreement with a third party to provide services, Subrecipient agrees to include these data and security and confidentiality requirements in the Agreement with the third party. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.
- l. Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and each party shall notify the other of any changes in that designation. As of this date, the following are those individuals:

For the City:

Luther Jackson, Program Manager, (408) 730-7832

For the Subrecipient:

Enrique Arreola, Deputy Director, (831) 634-4918

4. Subrecipient makes the following further assurances and certifications:
 - a. Subrecipient certifies, by executing this Agreement, that neither it nor its principals are listed on the government-wide Excluded Parties List System in the System for Award Management (SAM). The list in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority.
 - b. Subrecipient, by signing this Agreement, does swear under penalty of perjury that it has not failed to satisfy any major condition in a current or previous agreement with the Department of Labor, State of California, or City and has not failed to satisfy conditions relating to the resolution of a final finding and determination, including repayment of debts.
 - c. Subrecipient certifies, by executing this Agreement, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8355) and will provide a drug-free workplace by taking the following actions:
 - 1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - 2) Establish a Drug-Free Awareness Program as required to inform employees about all of the following:
 - (a) the dangers of drug abuse in the workplace;
 - (b) the person's or organization's policy of maintaining a drug-free workplace;
 - (c) any available counseling, rehabilitation, and employee assistance programs;
 - and
 - (d) penalties that may be imposed upon employees for drug abuse violations.
 - 3) Provide that every employee who works on the proposed Agreement:
 - (a) will receive a copy of the Subrecipient's drug-free statement; and
 - (b) will agree to abide by the terms of the Subrecipient's statement as a condition of employment on the Agreement.
 - d. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646), which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

- e. It will comply with the provisions of the Hatch Act, which limits the political activity of certain State and local government employees as appropriate.
- f. It will comply with the requirements that no program under the Act involve political activities.
- g. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- h. Subrecipient certifies that this agreement does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor to any institution controlled by same. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship. In addition, the employment or training of participants in sectarian activities is prohibited.
- i. Funds provided through this Agreement shall only be used for activities that are in addition to those which would otherwise be available in the area in the absence of such funds.
- j. If the amount of the Agreement exceeds \$100,000, the Subrecipient hereby assures and certifies to the lobbying restrictions at *Uniform Guidance* 2 CFR Part 200 and 2 CFR Part 2900:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Agreement over \$100,000.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance is placed when entering into this Agreement and is a prerequisite for entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- k. Subrecipient shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201).
- l. If the amount of the Agreement exceeds \$150,000, the Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7471q), and the Federal Water Pollution Control Act as amended (33 USC 1251-1387).
- m. If Subrecipient is a corporation, certifies it is registered with the Secretary of State of the State of California.
- n. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theatre on or after August 5, 1964, and on or before May 7, 1975, assuring adequate training and employment opportunities for such veterans in its programs.
- o. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration Facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeship occupations.
- p. It possesses legal authority to apply for the subaward; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Subrecipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required. Documentary proof of the action authorizing the Subrecipient to apply for the subaward shall be provided to the City upon demand.
- q. Appropriate standards for health and safety in work and training situations will be maintained.
- r. It will provide workers' compensation protection to participants in on-the-job training or work experience, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, employees is provided through a self-insurance system, coverage of any participants shall also be provided through that system. Where participants are employed or engaged in any program where others are similarly employed and not covered by an applicable workers' compensation statute, participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute.

- s. Institutional skill training and training on-the-job shall only be for occupations in which the City has determined there is reasonable expectation for employment.
- t. Standards and procedures with respect to the awarding of academic credit and certifying educational attainment in programs conducted under said title shall be consistent with the requirements of applicable State and local law and regulation.
- u. No program shall impair existing contracts for services or collective bargaining agreements, unless the employer and the labor organization concur in writing with respect to any elements of the proposed activities which affect such Agreement, or either such party fails to respond to written notification requesting its concurrence within 30 days of receipt of notification. In addition, no funds awarded under this Agreement shall be used to assist, promote, or deter union organizing.
- v. No participant shall be employed or job opening filled (A) when any other individual is on layoff from the same or any substantially equivalent job, or (B) when the employer has terminated the employment of any regular employee or otherwise reduced its work force with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under this grant.
- w. No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.
- x. No participant who is engaged in this program may be charged a fee for placement or referral services.
- y. No funds awarded under this Agreement shall be used to encourage or induce the relocation of an establishment or part thereof, which results in a loss of employment for any employee at the original location.
- z. Subrecipient shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

BUDGET

The Subrecipient will be reimbursed for program costs and activities conducted within the scope of this Agreement. The budget under this Agreement shall not exceed a total of \$25,421 as detailed below.

Details to be provided by San Benito on template provided by NOVA. Budget breakdown is \$10,421 for SlingShot 2.0 and \$15,000 for regional training.

Any changes requested for the budget shall be submitted by written request to the City and are subject to City's written approval.

Accrued expenditures (not yet paid) must be reported monthly on the Request for Payment.

Matching funds¹ of \$2,075 are required for this Agreement. They must be reported on the Request for Payment. Documentation must be maintained for matching fund expenditures reported.

METHOD OF PAYMENT

This Agreement is a cost reimbursement Agreement. Reimbursement for 100% of program costs and activities can be invoiced as completed on a monthly basis using the Request for Payment form enclosed with this Agreement. Requests shall be submitted by the 20th of the month following the month for which reimbursement is being requested.

Documentation of all expenditures consisting of general ledger printouts and supporting documentation of cost allocation, as well as invoices with work hours, hourly rates and activities performed by third-party subcontractors, must be submitted with each payment request. Failure to submit required documentation and forms may cause a delay in payment.

¹ The definition of cash match is a contribution of funds made available to the subrecipient, to be used specifically for these project activities and consistent with the allowable activities of the fund source. The subrecipient has control over and disburses these funds. Examples include: money received from employers, foundation, private entities, or local governments. The definition of in-kind match is a contribution of non-cash resources used specifically for project activities. Examples include donated personnel, services, or use of equipment or space.

CITY OF SUNNYVALE – NOVA WORKFORCE SERVICES DEPARTMENT
REQUEST FOR PAYMENT

1. Subrecipient Name: County of San Benito
2. Mailing Address: 1111 San Felipe Road _____
Hollister,, CA 95023-2800 _____
3. Invoice number: _____
4. Request Period: From _____ to _____
5. Payment is requested for the following budget items (attach backup documentation):
San Benito to update to align with Budget in Exhibit D on budget template provided by NOVA
6. **Current Request** \$ _____
7. Cumulative Requests \$ _____ (NOVA to calculate)
8. Matching Expenditures \$ _____ (attach documentation)
9. Accrued Expenditures (not yet paid): \$ _____

CERTIFICATION:

I CERTIFY that to the best of my knowledge and belief this report is true in all aspects and that all disbursements have been made for the purpose and conditions of this grant.

Authorized Signature Title Date

SEND TO:

NOVA Workforce Board, Attn: Fiscal, 505 W. Olive Ave., Suite 550, Sunnyvale, CA 94086
Or email pdf to: **ljackson@novaworks.org**

NOVA WORKFORCE SERVICES USE ONLY

Cash reimbursement for the period _____ is recommended in the amount of \$ _____.

By: _____ Date: _____

Approved By: _____ Date: _____

Budget Reference No.: **515614-5242 (SlingShot)** \$ _____

515617-5242 (Region Training) \$ _____



AB 1111: Breaking Barriers to Employment Initiative
Letter of Intent to Apply

Name of Organization	San Benito County Workforce Development Board	
Site Address	1111 San Felipe Road, Suite 107, Hollister, CA 95023	
Request Amount	\$150,000.00	
Partnership (identify all proposed partners for your project)		
Lead Local Workforce Board	San Benito County Workforce Development Board	
Lead Community-Based Organization	Growing Hearts Garden Center, Inc.	
Fiscal Agent	San Benito County Workforce Development Board	
Other Partners (list all including additional LWDBs, CBOs, educational and industry partners, etc.)	San Benito County Sheriff's Department, San Benito County Probation Department	
Target Population (select all target population(s) to be served)		
<input type="checkbox"/> Disconnected Youth	<input checked="" type="checkbox"/> Re-entry/justice-involved	
<input type="checkbox"/> Women seeking nontraditional training/employment	<input type="checkbox"/> Returning Veterans	
<input type="checkbox"/> Displaced Workers/Long-term unemployed	<input checked="" type="checkbox"/> Migrant or Seasonal Workers	
<input type="checkbox"/> Unskilled or underskilled, low-wage workers	<input type="checkbox"/> Individuals with Disabilities	
<input type="checkbox"/> English Language Learners	<input checked="" type="checkbox"/> Individuals identified in subdivision (j) of UIC § 14005	
<input type="checkbox"/> Economically Disadvantaged Individuals	<input type="checkbox"/> Immigrants	
<input type="checkbox"/> CalWORKs Participants	<input type="checkbox"/> Individuals over 50 years of age	
Service Area (identify geographic area to be served)		
San Benito County		
Provide a brief summary of what you will be proposing for your application.		
Remedial education, work readiness skills and work experience		

Please submit your Letter of Intent with subject line, "AB 1111-LOI"
to CWDBInfo@cwdb.ca.gov by June 24, 2019 3PM PST



FOR IMMEDIATE RELEASE

PRESS CONTACT

Enrique Arreola (831) 634-4918

earreola@cosb.us

**AMERICA'S JOB CENTER OF CALIFORNIA (AJCC) and COUNTY WORKFORCE DEVELOPMENT
BOARD LAUNCHES NEW WEBSITE SBCJOBS.ORG**

The San Benito County Workforce Development Board (WDB) is excited to introduce a new and improved website for the San Benito County America's Job Center of CA (AJCC) (formerly known as the One-Stop Career Center), www.sbcjobs.org.

The WDB announced that the new website provides job seekers and employers a great navigation tool, on a more user-friendly platform, which highlights the wide range of workforce services available to the community that include:

- Work Experience Program
- On-the-Job Training (OJT)
- Vocational Training
- Youth Employment
- Business Support Services and more

The AJCC is equipped with the latest job listings, office equipment and computers providing access to software programs, links to online resources, career development materials, training program resources and training providers.

Board Member Kristina Chavez Wyatt stated, "Our new website is a modern, mobile-friendly portal, constructed by our County in-house team, to connect job seekers to employment opportunities, skills trainings and placement support and businesses to technical support services, recruitment, tools to grow local jobs and improve prosperity."



COMMUNITY ACTION BOARD & WORKFORCE Development BOARD

SERVING SAN BENITO COUNTY SINCE 1978

The County CSWD is an equal opportunity employer/program



The County of San Benito complies with the Americans with Disabilities Act (ADA) by assuring that auxiliary aids for services are available upon request to persons with disabilities. Persons with hearing disabilities can call the TDD/TTY phone (831) 637-3265. Persons requiring any special needs for access to should call the CSWD office at 831-637-9293 at least five business days before the needed date to arrange for the special accommodations.

The AJCC is designed to provide a full range of assistance to job seekers under one roof. Established under the Workforce Investment Act and reauthorized in the Workforce Innovation and Opportunity Act of 2014, the center offers training referrals, career counseling, job listings and similar employment-related services.

Staff will also be displaying workforce service announcements such as job fairs, hiring events, job openings, labor market trends/information and more.

Cc: County Admin Office
HHS Management

MEMORANDUM

July 11, 2019

TO: Workforce Development Board (WDB) Members

FROM: Sylvia Jacquez, Program Manager; Enrique Arreola, Deputy Director

SUBJECT: Summary of EDD Workforce Services Directives and Workforce Services Information Notices

Background/Summary: Directives provide policy and guidance regarding various Workforce Services program requirements, funding and activities for EDD Workforce Services Staff and Workforce Partners.

Background/Summary (Information Notices): The Employment Development Department (EDD) issues Workforce Services Information Notices (WSIN) to disseminate announcements, general information, and procedural guidance on departmental programs for EDD staff, workforce partners, stakeholders, and other individuals in the workforce development system. Through the Workforce Innovation and Opportunity Act and the Wagner-Peyser Act, the EDD administers program for veterans, youth, dislocated workers, people with disabilities; including Trade Adjustment Assistance, CalJOBSSM, employer incentives and more. Directives provide policy and guidance regarding various Workforce Services program requirements, funding, and activities for EDD Workforce Services Staff and Workforce Partners.

Workforce Service Directives	
<u>WSD18-14</u>	SUBSEQUENT LOCAL AREA DESIGNATION AND LOCAL BOARD RECERTIFICATION EXECUTIVE SUMMARY This policy provides the guidance and establishes the procedures regarding subsequent designation of Local Workforce Development Areas (Local Area) and recertification of Local Workforce Development Boards (Local Board) under the Workforce Innovation and Opportunity Act (WIOA), and is effective on the date of issuance. This policy applies to all current Local Areas interested in receiving subsequent designation as a Local Area and Local Board recertification under WIOA.
<u>WSD18-15</u>	INDIRECT COST RATES EXECUTIVE SUMMARY This policy provides the guidance and establishes the procedures regarding indirect cost rate establishment and approval. This policy applies to all Workforce Innovation and Opportunity Act (WIOA) subrecipients who have a subaward in the form of a subgrant, and is effective immediately. This policy contains some state-imposed requirements. All state-imposed requirements are indicated by bold, italic type. This Directive finalizes Workforce Services Draft Directive Indirect Cost Rates (WSDD-193), issued for comment on January 8, 2019. The Workforce Development Community submitted four comments during the draft comment period. A summary of comments, including all changes, is provided as Attachment 2. Retain this Directive until further notice.
<u>WSD18-16</u>	GUIDANCE ON REGIONAL AWARDS EXECUTIVE SUMMARY This policy provides the guidance and establishes the procedures regarding the general standards and responsibilities of the Local Workforce Development Areas (Local Area) or the Local Workforce Development Boards (Local Board) acting as the Regional Fiscal Agent for workforce development programs and initiatives. It includes responsibilities regarding the Workforce Innovation and Opportunity Act (WIOA) and other state funds allocated to a Regional Fiscal Agent in the Regional Planning Unit (RPU). This policy applies to Local Areas, Local Boards, and RPUs, and is effective immediately. There are no state-imposed requirements. Retain this Directive until further notice.
<u>WSD18-17</u>	FEDERAL BONDING PROGRAM EXECUTIVE SUMMARY This policy provides the guidance and establishes the procedures regarding administration of the Employment Development Department's (EDD) Fidelity Bonding Program. This policy applies to all EDD Workforce Services Branch (WSB) Field Divisions and

	Local Workforce Development Areas (Local Areas), and is effective on the date of issuance. This policy contains some state-imposed requirements. All state-imposed requirements are indicated by bold, italic type. This Directive finalizes Workforce Services Draft Directive Federal Bonding Program (WSDD198), issued for comment on May 8, 2019. The Workforce Development Community submitted three comments during the draft comment period. A summary of comments, including all changes, is provided as Attachment 3. This policy supersedes Workforce Services Directive Federal Bonding Program (WSD15-02), dated September 9, 2015. Retain this Directive until further notice.
<u>WSD19-01</u>	INCUMBENT WORKER TRAINING EXECUTIVE SUMMARY This policy provides guidance and establishes the procedures regarding Incumbent Worker Training (IWT) as part of comprehensive regional sector pathway programs and strategies for developing a skilled workforce and income mobility. This policy applies to all Local Boards and relevant parties, and is effective immediately. This policy contains some state-imposed requirements. All state-imposed requirements are indicated by bold, italic type. This directive finalizes Workforce Services Draft Directive Business Engagement – Incumbent Worker Training WSDD-187, issued for comment on July 24, 2018. The Workforce Development Community submitted 34 comments during the draft comment period. A summary of comments, including all changes, is provided as Attachment 1. Retain this Directive until further notice.
Information Notices	
<u>WSIN18-39</u>	VEAP 2018-19 AWARDS The Employment Development Department (EDD), in coordination with the California Workforce Development Board, and on behalf of the Labor and Workforce Development Agency, is pleased to announce the awarding of \$5 million of Workforce Innovation and Opportunity Act (WIOA) funds in a Veterans’ Employment-Related Assistance Program (VEAP). These career development grants are part of the EDD’s VEAP, in grant funding to 11 organizations throughout the state to help implement veteran’s assistance programs, this year adding a new focus on Gulf War-era veterans. Funds will connect applicants and employers in six California regions: Los Angeles, Ventura, San Diego, Orange County, Contra Costa, and Riverside. Eleven workforce development agencies were selected for funding. All eleven entities submitted proposals via a competitive process. Each of the 11 recipients will apply funds toward putting into practice forged solutions that eliminate barriers to employment that veterans face in the current labor market. This year’s VEAP funding program sought to ensure that particular attention is paid to Gulf War-era II Veterans with a service connected disability and a disability rating of 60 percent or higher. Current statistics indicate 41 percent of Gulf War-era veterans have a service connected disability, compared to 24 percent of all veterans. Among Gulf War-era veterans, the unemployment rate for those with a service-connected disability 60 percent or greater is elevated, from those with no disability. The EDD expects that the performance period will be up to 21 months
<u>WSIN18-40</u>	HILTON HONORS™ MILITARY REWARDS PROGRAM In November of 2017, the Employment Development Department joined forces with the National Association of State Workforce Agencies and Hilton Worldwide to launch the Hilton Honors Military Rewards Program in California. The program provides up to a lifetime limit of 100,000 Hilton Honors points to use for hotel stays when qualified employment-related travel is required and exceeds 50 miles from the veteran’s residence. If eligible veterans do not exhaust the lifetime limit of 100,000 points during their initial request, an additional request may be submitted if eligibility is met. The lifetime limit applies to all Hilton Honors points received from all States

	<p>participating in the program. The Hilton Honors Military Rewards Program is now available to eligible California Veterans, Active Reservists/Guard Members, and Transitioning Service Members who meet the eligibility requirements. America’s Job Center of CaliforniaSM staff and Workforce Partners are strongly encouraged to familiarize themselves with the EDD Hilton Military Program Process included below and provide program information to all eligible individuals that may benefit from the program. In addition, included below are the 6 Steps to a Successful Referral, Referral Form and Military Program FAQ for additional information about the program. If you have any questions about this program, email the Veterans Program Unit at WSBVeteranHiltonHonors@edd.ca.gov.</p>
<p>WSIN18-41</p>	<p>REVISED PY 18-19 WIOA FORMULA ALLOCATIONS The Department of Labor issued Training and Employment Guidance Letter (TEGL) 16-17, Change 2, dated May 22, 2019, which revises Program Year (PY) 2018-19 Workforce Innovation and Opportunity Act (WIOA) second round formula funds (“advanced” funds). State allotments were adjusted to restore the PY 18-19 appropriated funding set aside for program integrity purposes. Please be aware that this notice is being issued for planning and budgeting purposes only. Once the state receives federal and state authority for these funds the allocations will be released. Listed below are the revised allotments to California and the amounts available for formula allocation for Local Workforce Development Areas (Local Area). Attachment 1 reflects the revised total formula PY 18-19 allocation amounts sorted by Local Area and formula funding stream. Attachment 2 reflects the revised breakdown of how each of the three funding streams are allocated.</p>
<p>WSIN18-42</p>	<p>PY 19-20 RAPID RESPONSE AND LAYOFF AVERSION FUNDS Rapid Response and Layoff Aversion fund allocations for each Local Workforce Development Area (Local Area) for the period of July 1, 2019 through June 30, 2020, are being announced with funding detail by Local Area. The allocations include both “formula” Rapid Response funding and Layoff Aversion funding, consistent with the policy detailed in Workforce Services Directive Rapid Response and Layoff Aversion Activities (WSD16-04[PDF]).</p>
<p>WSIN18-43</p>	<p>GRANT APPLICATION OPPORTUNITY 2019 WOMEN IN APPRENTICESHIP AND NONTRADITIONAL OCCUPATIONS The U.S. Department of Labor (DOL), and the Employment and Training Administration (ETA), published a Funding Opportunity Announcement (FOA) announcing the availability of approximately \$1.5 million in funds for the Women in Apprenticeship and Nontraditional Occupations (WANTO) grant program. Under this FOA, applicants can provide technical assistance to support women’s participation and success in the full range of industries in which women are historically underrepresented, or where women are disproportionately concentrated in the lower-wage occupations. The WANTO grant will award up to \$1.5 million to community-based organizations to recruit, mentor, train, and retain more women in quality apprenticeship programs and pursue careers in manufacturing, infrastructure, cybersecurity, health care, and other industries. Grants will be awarded to up to six community-based organizations. Applicants must provide one or more of the following types of technical assistance:</p> <ul style="list-style-type: none"> • Development of pre-apprenticeship or nontraditional skills training programs to prepare women for selected careers. • Ongoing orientations for employers, unions, and workers on creating a successful environment for women to succeed in selected careers. • The setup of support groups, networks, and/or supportive services for women to improve retention in selected careers. <p>For more information about the grant opportunity, please visit the grants.gov website using opportunity number FOA-WB-19-01. For a complete description of the funds available, funders,</p>

	<p>eligibility requirements, and links to the grant application please visit DOL's Women's Bureau and the Employment and Training Administration. For information about the program, see the Department's WANTO webpage. Grant applications are due on July 8, 2019.</p>
<p><u>WSIN18-44</u></p>	<p>GRANT APPLICATION OPPORTUNITY 2019 YOUTHBUILD The U.S. Department of Labor (DOL), Employment and Training Administration (ETA), has published a Funding Opportunity Announcement (FOA) announcing the availability of approximately \$85 million in Workforce Innovation and Opportunity Act (WIOA) (Pub.L.113-128) funds for YouthBuild (YB). Under this FOA, DOL will award grants through a competitive process to organizations providing pre-apprenticeship services that support education, occupational skills training, and employment services to at-risk youth, ages 16 to 24. In addition to construction skills training, YB applicants may include occupational skills training in other in-demand industries. YB is a community-based alternative education program for youth between the ages of 16 and 24 who are high school dropouts, adjudicated youth, youth aging out of foster care, youth with disabilities, migrant farmworker youth, and other disconnected youth populations. The YB program simultaneously addresses multiple core issues important to youth in low-income communities: affordable housing, leadership development, education, employment opportunities in in-demand industries and apprenticeship pathways. Eligible applicants under the YB program include entities carrying out activities under WIOA, such as a Local Workforce Development Board or an America's Job Center of CaliforniaSM partner program. For more information about the grant opportunity, please visit the grants.gov website using opportunity number FOA-ETA-19-04-YouthBuild. For a complete description of the funds available, funders, eligibility requirement, and links to the grant application, please visit the Employment and Training Administration website. Grant applications are due on August 6, 2019</p>
<p><u>WSIN18-45</u></p>	<p>DEAF AND HARD OF HEARING GRANTEES PY 19-20 The Employment Development Department (EDD) announces the awarding of five grants totaling \$2,300,000 for the Deaf and Hard of Hearing (DHH) Services for Program Year 2019-20. The Wagner-Peyser 10 Percent allocation funds these grants. The awardees will provide employment-related services to deaf and hard of hearing individuals through the America's Job Center of CaliforniaSM (AJCC) network. Services to be provided at 18 AJCC sites include job development and placement services, counseling, and community outreach. A listing of each grant award, including project agency and description, award amount, and contact information can be found on the Workforce Development Solicitations for Proposals under "Deaf and Hard of Hearing Services SFP 2019-20." For questions or additional information, please contact Georganne Pintar at 916-654-7611 or georganne.pintar@edd.ca.gov.</p>



Enrique Arreola, Deputy Director
San Benito County Workforce Development Board (WDB)

07/08/19

Date

REPORT 400 C
Monthly Labor Force Data for Counties
May 2019 - Preliminary
 Data Not Seasonally Adjusted

COUNTY	RANK BY RATE	LABOR FORCE	EMPLOYMENT	UNEMPLOYMENT	RATE
STATE TOTAL	---	19,287,100	18,609,100	678,000	3.5%
ALAMEDA	9	845,500	824,200	21,200	2.5%
ALPINE	48	470	440	30	6.0%
AMADOR	20	15,050	14,560	490	3.2%
BUTTE	35	102,400	98,000	4,400	4.3%
CALAVERAS	23	21,300	20,610	690	3.3%
COLUSA	57	11,130	9,980	1,150	10.4%
CONTRA COSTA	10	562,000	547,200	14,800	2.6%
DEL NORTE	38	9,670	9,210	460	4.7%
EL DORADO	18	91,300	88,500	2,800	3.1%
FRESNO	51	453,700	424,800	28,900	6.4%
GLENN	45	12,750	12,030	720	5.6%
HUMBOLDT	13	63,100	61,300	1,800	2.9%
IMPERIAL	58	69,000	57,700	11,300	16.4%
INYO	15	8,620	8,360	260	3.0%
KERN	54	387,300	359,600	27,700	7.2%
KINGS	52	57,900	54,000	3,900	6.7%
LAKE	34	29,200	27,990	1,220	4.2%
LASSEN	32	9,860	9,470	390	4.0%
LOS ANGELES	29	5,072,100	4,872,600	199,400	3.9%
MADERA	49	61,200	57,300	3,800	6.3%
MARIN	2	140,100	137,500	2,700	1.9%
MARIPOSA	28	7,760	7,470	290	3.7%
MENDOCINO	20	39,210	37,960	1,240	3.2%
MERCED	55	115,500	107,100	8,400	7.3%
MODOC	47	3,150	2,960	180	5.8%
MONO	18	8,470	8,210	270	3.1%
MONTEREY	38	229,600	218,800	10,800	4.7%
NAPA	5	74,600	72,900	1,700	2.3%
NEVADA	15	47,810	46,390	1,420	3.0%
ORANGE	7	1,606,000	1,567,500	38,600	2.4%
PLACER	11	185,100	180,000	5,100	2.7%
PLUMAS	49	8,030	7,520	500	6.3%
RIVERSIDE	27	1,082,300	1,043,600	38,600	3.6%
SACRAMENTO	20	709,600	686,800	22,800	3.2%
SAN BENITO	36	31,000	29,600	1,400	4.5%
SAN BERNARDINO	23	953,200	921,300	31,900	3.3%
SAN DIEGO	12	1,581,100	1,537,600	43,500	2.8%
SAN FRANCISCO	2	580,100	569,300	10,800	1.9%
SAN JOAQUIN	42	325,800	309,100	16,700	5.1%
SAN LUIS OBISPO	7	140,500	137,200	3,400	2.4%
SAN MATEO	1	458,100	450,100	8,000	1.7%
SANTA BARBARA	13	218,000	211,600	6,400	2.9%
SANTA CLARA	4	1,051,000	1,028,800	22,200	2.1%
SANTA CRUZ	29	142,900	137,300	5,600	3.9%
SHASTA	33	73,100	70,100	3,000	4.1%
SIERRA	38	1,290	1,220	60	4.7%
SISKIYOU	43	17,170	16,250	930	5.4%
SOLANO	23	206,500	199,700	6,800	3.3%
SONOMA	5	260,700	254,800	5,900	2.3%
STANISLAUS	45	241,400	227,900	13,500	5.6%
SUTTER	52	45,400	42,400	3,000	6.7%
TEHAMA	41	25,280	24,010	1,260	5.0%
TRINITY	37	4,650	4,440	220	4.6%
TULARE	56	207,500	190,600	16,900	8.1%
TUOLUMNE	29	21,210	20,380	830	3.9%
VENTURA	15	423,200	410,700	12,500	3.0%
YOLO	26	108,600	104,900	3,700	3.4%
YUBA	44	28,700	27,100	1,600	5.5%

Notes

- 1) Data may not add due to rounding. The unemployment rate is calculated using unrounded data.
- 2) Labor force data for all geographic areas now reflect the March 2018 benchmark and Census 2010 population controls at the state level.

Data Not Seasonally Adjusted

	May 18	Mar 19	Apr 19	May 19	Percent Change	
			Revised	Prelim	Month	Year
Civilian Labor Force (1)	1,072,900	1,094,200	1,080,300	1,082,000	0.2%	0.8%
Civilian Employment	1,048,000	1,061,800	1,054,600	1,058,400	0.4%	1.0%
Civilian Unemployment	24,900	32,400	25,700	23,600	-8.2%	-5.2%
Civilian Unemployment Rate	2.3%	3.0%	2.4%	2.2%		
(CA Unemployment Rate)	3.7%	4.6%	3.9%	3.5%		
(U.S. Unemployment Rate)	3.6%	3.9%	3.3%	3.4%		
Total, All Industries (2)	1,131,100	1,146,700	1,154,300	1,159,200	0.4%	2.5%
Total Farm	6,100	5,300	6,000	6,200	3.3%	1.6%
Total Nonfarm	1,125,000	1,141,400	1,148,300	1,153,000	0.4%	2.5%
Total Private	1,025,900	1,040,000	1,046,600	1,050,900	0.4%	2.4%
Goods Producing	220,500	224,500	226,500	226,800	0.1%	2.9%
Mining, Logging, and Construction	49,400	47,600	49,600	49,500	-0.2%	0.2%
Mining and Logging	200	200	200	200	0.0%	0.0%
Construction	49,200	47,400	49,400	49,300	-0.2%	0.2%
Specialty Trade Contractors	35,000	34,100	36,000	36,200	0.6%	3.4%
Building Equipment Contractors	16,400	16,100	16,600	16,700	0.6%	1.8%
Manufacturing	171,100	176,900	176,900	177,300	0.2%	3.6%
Durable Goods	157,900	163,400	163,300	163,700	0.2%	3.7%
Machinery Manufacturing	10,500	10,600	10,600	10,600	0.0%	1.0%
Computer & Electronic Product Manufacturing	117,400	122,100	121,900	122,600	0.6%	4.4%
Computer & Peripheral Equipment Manufactur	52,500	56,000	56,000	56,300	0.5%	7.2%
Electronic Computer Manufacturing	49,600	53,200	53,200	53,600	0.8%	8.1%
Semiconductor & Electronic Component Mfg	41,700	42,000	41,900	41,900	0.0%	0.5%
Bare Printed Circuit Board Manufacturing	3,800	3,900	3,900	4,000	2.6%	5.3%
Semiconductor & Related Devices Manufac	29,000	29,100	29,200	29,100	-0.3%	0.3%
Electronic Instrument Manufacturing	15,200	15,600	15,500	15,500	0.0%	2.0%
Transportation Equipment Manufacturing	5,900	6,000	5,900	6,000	1.7%	1.7%
Aerospace Product & Parts Manufacturing	4,700	4,500	4,500	4,500	0.0%	-4.3%
Nondurable Goods	13,200	13,500	13,600	13,600	0.0%	3.0%
Service Providing	904,500	916,900	921,800	926,200	0.5%	2.4%
Private Service Providing	805,400	815,500	820,100	824,100	0.5%	2.3%
Trade, Transportation & Utilities	132,200	131,600	131,900	131,700	-0.2%	-0.4%
Wholesale Trade	31,900	31,600	31,800	31,800	0.0%	-0.3%
Merchant Wholesalers, Durable Goods	22,900	22,200	22,300	22,300	0.0%	-2.6%
Retail Trade	84,700	84,600	84,500	84,600	0.1%	-0.1%
Electronics & Appliance Stores	4,500	4,500	4,500	4,400	-2.2%	-2.2%
Building Material & Garden Equipment Stores	6,000	5,700	5,700	5,800	1.8%	-3.3%
Food & Beverage Stores	17,600	17,600	17,600	17,600	0.0%	0.0%
Health & Personal Care Stores	5,100	4,900	4,900	4,900	0.0%	-3.9%
Clothing & Clothing Accessories Stores	11,300	11,400	11,200	11,100	-0.9%	-1.8%
General Merchandise Stores	13,000	14,100	13,900	13,900	0.0%	6.9%
Transportation, Warehousing & Utilities	15,600	15,400	15,600	15,300	-1.9%	-1.9%
Transportation & Warehousing	14,000	13,800	13,900	13,500	-2.9%	-3.6%
Couriers & Messengers	3,700	3,900	3,700	3,600	-2.7%	-2.7%
Information	89,500	96,400	97,700	99,200	1.5%	10.8%
Publishing Industries (except Internet)	25,100	26,300	26,800	27,200	1.5%	8.4%
Telecommunications	5,200	5,200	5,200	5,200	0.0%	0.0%
Financial Activities	36,900	38,200	38,000	37,800	-0.5%	2.4%
Finance & Insurance	21,800	22,700	22,400	22,200	-0.9%	1.8%
Credit Intermediation & Related Activities	12,300	12,400	12,300	12,200	-0.8%	-0.8%
Real Estate & Rental & Leasing	15,100	15,500	15,600	15,600	0.0%	3.3%
Real Estate	12,300	12,700	12,800	12,700	-0.8%	3.3%
Professional & Business Services	236,200	239,000	240,000	240,900	0.4%	2.0%
Professional, Scientific & Technical Services	154,500	158,300	159,900	159,300	-0.4%	3.1%
Architectural, Engineering & Related Services	17,300	17,900	18,100	18,000	-0.6%	4.0%
Computer Systems Design & Related Services	82,400	84,100	86,400	86,400	0.0%	4.9%
Scientific Research & Development Services	19,200	19,500	19,600	19,700	0.5%	2.6%

Data Not Seasonally Adjusted

	May 18	Mar 19	Apr 19	May 19	Percent Change	
			Revised	Prelim	Month	Year
Management of Companies & Enterprises	19,200	19,000	18,900	18,900	0.0%	-1.6%
Administrative & Support & Waste Services	62,500	61,700	61,200	62,700	2.5%	0.3%
Administrative & Support Services	59,400	58,900	58,300	59,800	2.6%	0.7%
Employment Services	23,600	22,700	22,500	22,800	1.3%	-3.4%
Educational & Health Services	173,200	176,500	175,800	176,400	0.3%	1.8%
Educational Services	48,200	49,000	48,400	48,600	0.4%	0.8%
Colleges, Universities & Professional Schools	30,700	32,100	31,900	32,300	1.3%	5.2%
Health Care & Social Assistance	125,000	127,500	127,400	127,800	0.3%	2.2%
Ambulatory Health Care Services	41,200	41,400	41,100	41,400	0.7%	0.5%
Hospitals	29,200	30,100	30,200	30,200	0.0%	3.4%
Nursing & Residential Care Facilities	13,700	13,800	13,800	13,800	0.0%	0.7%
Social Assistance	40,900	42,200	42,300	42,400	0.2%	3.7%
Leisure & Hospitality	108,100	105,500	107,300	108,700	1.3%	0.6%
Accommodation & Food Services	91,800	88,200	89,600	90,500	1.0%	-1.4%
Accommodation	9,400	9,400	9,400	9,700	3.2%	3.2%
Food Services & Drinking Places	82,400	78,800	80,200	80,800	0.7%	-1.9%
Restaurants	69,600	68,200	69,200	69,600	0.6%	0.0%
Other Services	29,300	28,300	29,400	29,400	0.0%	0.3%
Government	99,100	101,400	101,700	102,100	0.4%	3.0%
Federal Government	9,900	9,800	9,800	9,900	1.0%	0.0%
Department of Defense	700	700	700	700	0.0%	0.0%
State & Local Government	89,200	91,600	91,900	92,200	0.3%	3.4%
State Government	7,400	7,300	7,500	7,600	1.3%	2.7%
State Government Education	5,500	5,400	5,600	5,700	1.8%	3.6%
State Government Excluding Education	1,900	1,900	1,900	1,900	0.0%	0.0%
Local Government	81,800	84,300	84,400	84,600	0.2%	3.4%
Local Government Education	43,300	44,400	44,400	44,500	0.2%	2.8%
Local Government Excluding Education	38,500	39,900	40,000	40,100	0.3%	4.2%
County	20,000	21,200	21,300	21,300	0.0%	6.5%
City	13,700	13,700	13,700	13,900	1.5%	1.5%
Special Districts plus Indian Tribes	4,800	5,000	5,000	4,900	-2.0%	2.1%

Notes:

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

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

These data are produced by the Labor Market Information Division of the California Employment Development Department (EDD). Questions should be directed to: Nima Chhay 408-216-6183 or Jorge Villalobos 707-566-3882

These data, as well as other labor market data, are available via the Internet at <http://www.labormarketinfo.edd.ca.gov>. If you need assistance, please call (916) 262-2162.

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EMPLOYMENT DEVELOPMENT DEPARTMENT
Labor Market Information Division
1901 Zanker Road
San Jose, CA 95112

Contact: Nima Chhay
(408) 216-6183

**SAN JOSE-SUNNYVALE-SANTA CLARA METROPOLITAN STATISTICAL AREA (MSA)
(SAN BENITO AND SANTA CLARA COUNTIES)**

Information industry dominated month-over and year-over job gains

The unemployment rate in the San Jose-Sunnyvale-Santa Clara MSA was 2.2 percent in May 2019, down from a revised 2.4 percent in April 2019, and below the year-ago estimate of 2.3 percent. This compares with an unadjusted unemployment rate of 3.5 percent for California and 3.4 percent for the nation during the same period. The unemployment rate was 4.5 percent in San Benito County, and 2.1 percent in Santa Clara County.

Between April 2019 and May 2019, total employment in the San Jose-Sunnyvale-Santa Clara MSA, which also includes San Benito County, increased by 4,900 jobs to reach 1,159,200.

- Information (up 1,500 jobs) reported the most hiring for the month of May.
- Leisure and hospitality continued to expand with a seasonal hiring of 1,400 jobs. Food services and drinking places (up 600 jobs) and accommodation (up 300 jobs) accounted for the majority of the job surge.
- Professional and business services netted employment growth of 900 jobs, mainly in administrative and support services.
- Private educational and health services increased by 600 jobs.

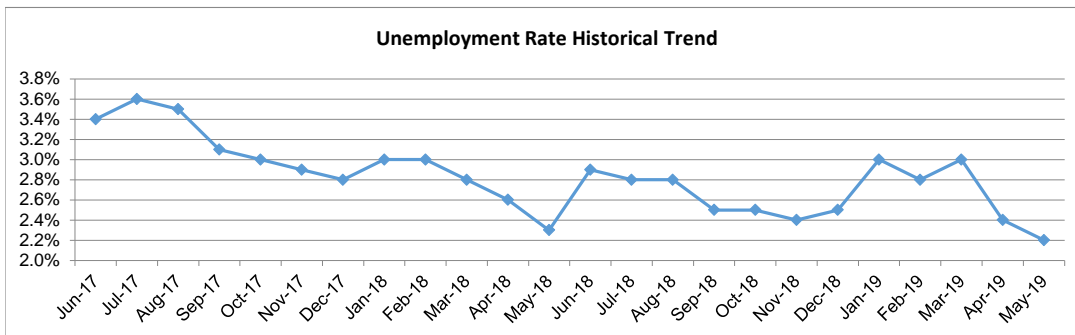
Between May 2018 and May 2019, combined employment in the South Bay counties of San Benito and Santa Clara, expanded by 28,100 jobs, or 2.5 percent.

- Information (up 9,700 jobs) and manufacturing (up 6,200 jobs) led employment gains for major industries over the year.
- Professional and business services (up 4,700 jobs), private educational and health services (up 3,200 jobs), and government (up 3,000 jobs) also expanded payrolls.
- Financial activities, along with leisure and hospitality, posted year-over gains of 900 jobs and 600 jobs, respectively.
- Meanwhile, trade, transportation, and utilities lost 500 jobs.

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IMMEDIATE RELEASE
 SAN JOSE-SUNNYVALE-SANTA CLARA METROPOLITAN STATISTICAL AREA (MSA)
 (San Benito and Santa Clara Counties)

The unemployment rate in the San Jose-Sunnyvale-Santa Clara MSA was 2.2 percent in May 2019, down from a revised 2.4 percent in April 2019, and below the year-ago estimate of 2.3 percent. This compares with an unadjusted unemployment rate of 3.5 percent for California and 3.4 percent for the nation during the same period. The unemployment rate was 4.5 percent in San Benito County, and 2.1 percent in Santa Clara County.



Industry	Apr-2019	May-2019	Change		May-2018	May-2019	Change
	Revised	Prelim				Prelim	
Total, All Industries	1,154,300	1,159,200	4,900		1,131,100	1,159,200	28,100
Total Farm	6,000	6,200	200		6,100	6,200	100
Total Nonfarm	1,148,300	1,153,000	4,700		1,125,000	1,153,000	28,000
Mining, Logging, and Construction	49,600	49,500	(100)		49,400	49,500	100
Mining and Logging	200	200	0		200	200	0
Construction	49,400	49,300	(100)		49,200	49,300	100
Manufacturing	176,900	177,300	400		171,100	177,300	6,200
Trade, Transportation & Utilities	131,900	131,700	(200)		132,200	131,700	(500)
Information	97,700	99,200	1,500		89,500	99,200	9,700
Financial Activities	38,000	37,800	(200)		36,900	37,800	900
Professional & Business Services	240,000	240,900	900		236,200	240,900	4,700
Educational & Health Services	175,800	176,400	600		173,200	176,400	3,200
Leisure & Hospitality	107,300	108,700	1,400		108,100	108,700	600
Other Services	29,400	29,400	0		29,300	29,400	100
Government	101,700	102,100	400		99,100	102,100	3,000

Notes: Data not adjusted for seasonality. Data may not add due to rounding
 Labor force data are revised month to month
 Additional data are available on line at www.labormarketinfo.edd.ca.gov

EXPENSES THROUGH APRIL 2019

K9110049

L/O AVSN 292 & 293 (\$4,919 & 19,353)		\$ 24,272.00
	Exp. \$ thru APR	Unspent Bal.
Program	\$ -	\$ 24,272.00
Total	\$ -	\$ 24,272.00

ADULT 201/2 (31,428) & 202 (167,038)		\$ 198,466.00
	Exp. \$ thru APR	
Core Reg	\$ 16,069.00	56%
Intensive	\$ 15,514.00	
Other - Training	\$ 4,305.00	
Supp. Svcs.	\$ 3,695.00	
Other	\$ 651.00	
ITA - Training	\$ 33,410.00	
OJT - Training	\$ 76,409.00	
Admin	\$ 18,842.00	
Total	\$ 168,895.00	

WIA YOUTH 301		\$ 206,274.00
	Exp. \$ thru APR	
In-School	\$ 153.00	
Out of School	\$ 65,280.00	
Youth In School	\$ -	
Youth Out of School	\$ -	
Admin	\$ 11,454.00	
Total	\$ 76,887.00	

D.W. 501/2 (36,686) & (173,919)		\$ 210,605.00
	Exp. \$ thru APR	
Core Reg.	\$ 13,685.00	4%
Intensive	\$ 37,834.00	
Other - Training	\$ 49,891.00	
Supp. Svcs.	\$ 226.00	
Other	\$ 2,008.00	
ITA - Training	\$ 7,536.80	
OJT - Training		
Admin	\$ 15,034.00	
Total	\$ 126,214.80	\$ 84,390.20

R.R. 540/1 (17,441) & 541 (86,655)		\$ 104,096.00
	Exp. \$ thru APR	
Other	\$ 49,738.00	
Total	\$ 49,738.00	\$ 54,358.00

CalWorks ESE		\$ -
	Exp. \$ thru APR	Unspent Bal.
Work Exp. Salaries	\$ 77,890.00	
Work Exp. Soc. Sec.	\$ 4,811.00	
Work Exp. Medicare	\$ 1,125.00	
Work Exp. Wire Fee	\$ 117.00	
Clothing Assist.	\$ -	
Mileage	\$ 111.00	
Veh. Repair	\$ -	
Supp. Svcs.	\$ 27,200.00	
Program Supp.		
CSWD Charge	\$ 38,031.00	
Total	\$ 149,285.00	\$ (149,285.00)

K8106658

L/O AVERSION 292 (4,402) & 293 (12,430)		\$ 16,832.00
	Exp. \$ thru APR	Unspent Bal.
Program	\$ 9,599.00	\$ 7,233.00
Total	\$ 9,599.00	\$ 7,233.00

ADULT 201/2 (24,984) & (171,211)		\$ 196,195.00
	Exp. \$ thru APR	
Core Reg	\$ 2,151.00	40%
Intensive	\$ 43,065.00	
Other - Training	\$ 40,795.00	
Supp. Svcs.	\$ 1,319.00	
Other	\$ 19,909.00	
ITA - Training	\$ 33,344.00	
OJT - Training	\$ 37,988.00	
Admin	\$ 17,624.00	
Total	\$ 196,195.00	

WIA YOUTH 301		\$ 206,482.00
	Exp. \$ thru APR	
In-School	\$ 523.00	4%
Out of School	\$ 122,189.00	
Youth In School	\$ -	
Youth Out of School	\$ 8,439.00	
Admin	\$ 20,648.00	
Total	\$ 151,799.00	

D.W. 501/2 (33,749) & (179,820)		\$ 213,569.00
	Exp. \$ thru APR	
Core Reg	\$ 540.00	25%
Intensive	\$ 47,576.00	
Other - Training	\$ 70,367.00	
Supp. Svcs.	\$ 1,562.00	
Other	\$ 19,247.00	
ITA - Training	\$ 43,965.00	
OJT - Training	\$ 4,118.00	
Admin	\$ 20,657.00	
Total	\$ 208,032.00	\$ 5,537.00

R.R. 540/1 (15,604) & 541 (81,516)		\$ 97,120.00
	Exp. \$ thru APR	
Other	\$ 97,120.00	
Total	\$ 97,120.00	\$ -

PROP 39		\$ 40,225.00	
	Budget	Exp. \$ thru APR	Unspent Bal.
Admin S&B	\$ 2,522.50	\$ -	\$ 2,522.50
Program Sal.	\$ 18,495.00	\$ 13,724.00	\$ 4,771.00
Program Ben.	\$ 385.00	\$ 3,476.00	\$ (3,091.00)
Travel	\$ 333.00	\$ 333.00	\$ -
Tools & Supp.	\$ -	\$ -	\$ -
Op. Costs	\$ -	\$ -	\$ -
Total	\$ 21,735.50	\$ 17,533.00	\$ 4,202.50

NOVA & P2E		\$ 123,725.00	
	Budget	Exp. \$ thru APR	Unspent Bal.
NOVA Salaries	\$ 60,798.00	\$ 58,393.08	\$ 2,404.92
NOVA Benefits	\$ 36,619.00	\$ 18,932.83	\$ 17,686.17
NOVA Travel	\$ 1,500.00	\$ -	\$ 1,500.00
NOVA Op. Exp.	\$ 8,183.00	\$ 2,561.51	\$ 5,621.49
P2E Salaries	\$ 6,462.00	\$ -	\$ 6,462.00
P2E Benefits	\$ 3,892.00	\$ -	\$ 3,892.00
P2E Travel	\$ 676.00	\$ -	\$ 676.00
P2E Op. Exp.	\$ 595.00	\$ -	\$ 595.00
P2E Consultant	\$ 5,000.00	\$ -	\$ 5,000.00
Total	\$ 123,725.00	\$ 79,887.42	\$ 43,837.58

WIO EXPENDITURES THROUGH APRIL 2019

K9110049

L/O AVSN 292 & 293 (\$4,919 & 19,353)		\$ 24,272.00
	Exp. \$ thru APR	Unspent Bal.
Program	\$ -	\$ 24,272.00
Total	\$ -	\$ 24,272.00

ADULT 201/2 (31,428) & 202 (167,038)		\$ 198,466.00
	Exp. \$ thru APR	
Core Reg	\$ 16,069.00	
Intensive	\$ 15,514.00	
Other - Training	\$ 4,305.00	
Supp. Svcs.	\$ 3,695.00	
Other	\$ 651.00	
ITA - Training	\$ 33,410.00	
OJT - Training	\$ 76,409.00	
Admin	\$ 18,842.00	
Total	\$ 168,895.00	\$ 29,571.00

WIA YOUTH 301		\$ 206,274.00
	Exp. \$ thru APR	
In-School	\$ 153.00	
Out of School	\$ 65,280.00	
Youth In School	\$ -	
Youth Out of Sc	\$ -	
Admin	\$ 11,454.00	
Total	\$ 76,887.00	\$ 129,387.00

D.W. 501/2 (36,686) & (173,919)		\$ 210,605.00
	Exp. \$ thru APR	
Core Reg	\$ 13,685.00	
Intensive	\$ 37,834.00	
Other - Training	\$ 49,891.00	
Supp. Svcs.	\$ 226.00	
Other	\$ 2,008.00	
ITA - Training	\$ 7,536.80	
OJT - Training	\$ -	
Admin	\$ 15,034.00	
Total	\$ 126,214.80	\$ 76,392.00

ADULT 201/2 (31,428) & 202 (167,038)		\$ 104,096.00
	Exp. \$ thru APR	
Other	\$ 49,738.00	
Total	\$ 49,738.00	\$ 54,358.00

Allocation		
ADULT 201	\$ 31,428.00	
ADULT 202	\$ 167,038.00	
D.W. 501	\$ 36,686.00	
D.W. 502	\$ 173,919.00	
Subtotal	\$ 409,071.00	
	\$ -	
Total Adlt/DW less Admn.	\$ 409,071.00	
YTD Training thru Dec. 2018	\$ 117,355.80	29%
**SBCWDB is not using Leveraged Resources during PY 2018-19 to meet minimum training requirement		

Allocation		
Youth 301	\$ 206,274.00	
Subtotal	\$ 206,274.00	
Total Youth less Admn.	\$ 206,274.00	
YTD Training thru Dec. 2018	\$ -	0%
**SBCWDB is not using Leveraged Resources during PY 2018-19 to meet minimum training requirement		

WIO EXPENDITURES THROUGH APRIL 2019

K8106658		
L/O AVERSION 292 (4,402) & 293 (12,430)		\$ 16,832.00
	Exp. \$ thru APR	Unspent Bal.
Program	\$ 9,599.00	\$ 7,233.00
Total	\$ 9,599.00	\$ 7,233.00

ADULT 201/2 (24,984) & (171,211)		\$ 196,195.00
	Exp. \$ thru APR	
Core Reg	\$ 2,151.00	
Intensive	\$ 43,065.00	
Other - Training	\$ 40,795.00	
Supp. Svcs.	\$ 1,319.00	
Other	\$ 19,909.00	
ITA - Training	\$ 33,344.00	
OJT - Training	\$ 37,988.00	
Admin	\$ 17,624.00	
Total	\$ 196,195.00	\$ -

WIA YOUTH 301		\$ 206,482.00
	Exp. \$ thru APR	
In-School	\$ 523.00	
Out of School	\$ 122,189.00	
Youth In School	\$ -	
Youth Out of S	\$ 8,439.00	
Admin	\$ 20,648.00	
Total	\$ 151,799.00	\$ 13,238.00

1537

D.W. 501/2 (33,749) & (179,820)		\$ 2,396.00
	Exp. \$ thru APR	
Core Reg	\$ 540.00	
Intensive	\$ 47,576.00	
Other - Training	\$ 70,367.00	
Supp. Svcs.	\$ 1,562.00	
Other	\$ 19,247.00	
ITA - Training	\$ 43,965.00	
OJT - Training	\$ 4,118.00	
Admin	\$ 20,657.00	
Total	\$ 208,032.00	\$ 76,392.00

R.R. 540/1 (15,604) & 541 (81,516)		\$ 97,120.00
	Exp. \$ thru APR	
Other	\$ 97,120.00	
Total	\$ 97,120.00	\$ -

Allocation		
ADULT 201	\$ 24,858.00	
ADULT 202	\$ 169,187.00	
D.W. 501	\$ 33,580.00	
D.W. 502	\$ 177,692.00	
Subtotal	\$ 405,317.00	
	\$ -	
Total Adlt/DW less Admn.	\$ 405,317.00	
YTD Training thru Dec. 2018	\$ 119,415.00	29%
**SBCWDB is not using Leveraged Resources during PY 2017-18 to meet minimum training requirement		

Allocation		
Youth 301	\$ 206,482.00	
Subtotal	\$ 206,482.00	
Total Youth less Admn.	\$ 206,482.00	
YTD Training thru Dec. 2018	\$ 8,439.00	4%
**SBCWDB is not using Leveraged Resources during PY 2017-18 to meet minimum training requirement		



June 26, 2019

To: Workforce Development Board

From: Megan Crable, Employment & Training Services Counselor II

Re: Layoff Aversion Activities for June 2019

At the direction of the Workforce Development Board the following top 3 priorities for the layoff aversion activities are:

1) Business Services Workshops:

- June Target for Water Careers Roundtable *In Progress
6/19/19 EDD Employee or Independent Contractor Seminar
7/10/19 2019 HR Star Conference
7/16/19 Second Chance Seminar *In Progress
Need assistance with marketing event/will WDB be attending?
8/22/19 EDD Labor Law and Payroll Seminar

2) Job Search Assistance & Resume Writing Workshops:

Enclosed you will find the workshop schedule.

AJCC/EDD Job Recruitments:

Top Trending Post for June: State of California 5,774 reached (CalTrans/EDD/DMV/Parks)

Table with 3 columns and 12 rows listing various locations and services such as 2020 Census standing location @ AJCC Lobby, Pacific Scientific, Betabel RV park, etc.

3) Business Engagement:

- Chamber Ambassador Meeting 6/4/19
Regional BST Branding 6/4/19, 6/13/19, 6/19/19, 6/20/19, 6/27/19
Chamber No Host Mixer @ Flapjacks 6/17/19
Chamber After Hours Mixer @ Heritage Bank of Commerce 6/27/19
Business Services Certification-Workforce 180 6/20/19, 6/21/19



4) **Bay Area Rapid Response Roundtable**

- a. San Benito County Hosting meeting 7/9/19
 - i. SBC Business Council and EDD Labor Market to guest speak

5) **Rapid Response Events**

- a. San Benito Shutter Rapid Response Orientation 3/27/19
- b. Sonoco Rapid Response 8/2018- TAA Eligible
 - i. Former HR Manager enrolled in WIOA for Waste Water

6) **Workforce Tours**

July TBD	Hazel Hawkins Hospital
6/24/19	Pacific Scientific Tour
6/7/19	Casa de Fruta
4/23/19	American Casting
4/11/19	San Benito Health Foundation
3/14/19	Veolia Water Tour
3/15/18	Amycel Tour
3/14/18	TekNova
7/6/17	KMG Chemicals
5/16/17	United Natural Foods
5/4/17	Ozeki Sake
3/17/17	San Benito Foods



San Benito County Board and Commissions

MEMBERSHIP APPLICATION

I hereby express an interest in being nominated for membership on the following committee: (PLEASE PRINT)

BOARD/COMMISSION: **Workforce Development Board (WDB)**

NAME: Shelley Giancola

PHONE: 831-902-7709

E-MAIL: shelley@casadefruta.com

BUSINESS ADDRESS: 10021 Pacheco Pass Hwy

CITY: Hollister

ZIP: 95023

LENGTH OF RESIDENCY: 6.5 years with Casa de Fruta (25 years in Hollister)

OCCUPATION: Human Resources Manager

EDUCATION: Business Admin

AFFILIATIONS: Former WIB Member (3 terms); Former GEAC Board Member

REASON(S) FOR SEEKING APPOINTMENT:

Would like to be a part of growing employment opportunities within our community

DATE: 6/13/19

SIGNATURE: *Shelley Giancola*

Return completed form to:

San Benito County
Attention:
Clerk of the Board
481 Fourth Street
Hollister, CA 95023
Any Questions, Please Call:
(831) 636-4000

and/or

Community Services & Workforce Development
Attn: Andi Anderson
1111 San Felipe Road, Ste 107
Hollister, CA 95023
(831) 637-9293
(831) 637-0996 FAX
Email to: aanderson@cosb.us



**San Benito County
Board and Commissions**

MEMBERSHIP APPLICATION

I hereby express an interest in being nominated for membership on the following committee: (PLEASE PRINT)

BOARD/COMMISSION: **Workforce Development Board (WDB)**

NAME: Michelle Leonard

PHONE: 831-245-6044 E-MAIL: CEO@SanBenito

BUSINESS ADDRESS: 243 Sixth Street Suite 100 County Chamber

CITY: Hollister CA ZIP: 95023 com

LENGTH OF RESIDENCY: 1999 (20 years)

OCCUPATION: President/CEO SBC Chamber

EDUCATION: SPHS grad 2003 / Some college Kaplan Univ.

AFFILIATIONS: _____

REASON(S) FOR SEEKING APPOINTMENT:

Collaboration & support for our Community. To elevate the workforce in SBC

DATE: 6/24/19 SIGNATURE: [Handwritten Signature]

Return completed form to:

San Benito County
Attention:
Clerk of the Board
481 Fourth Street
Hollister, CA 95023
Any Questions, Please Call:
(831) 636-4000

and/or

Community Services & Workforce Development
Attn: Andi Anderson
1111 San Felipe Road, Ste 107
Hollister, CA 95023
(831) 637-9293
(831) 637-0996 FAX
Email to: aanderson@cosb.us

Transfer of Funds Request Participant Plan

Local Area: San Benito County
Prepared Date 6/25/2019

Enter the number of individuals in each category.

TOTALS FOR PY 2018/19	ADULT	DW
1. Registered Participants Carried in from PY 2018/19	22	8
2. New Registered Participants for PY 2018/19	36	22
3. Total Registered Participants for PY 2018/19 (Line 1 plus 2)	58	30
4. Exiters for PY 2018/19	15	4
5. Registered Participants Carried Out to PY 2018/19 (Line 3 minus 4)	43	26

PROGRAM SERVICES		
6. Career Services	116	60
a. Basic Career Services (WIA Core Services)	58	30
b. Individualized Career Services (WIA Intensive Services)	58	30
7. Training Services	47	21

EXIT STATUS		
8. Entered Employment	15	4
9. Training-Related	7	2
10. Entered Military Service	0	0
11. Entered Apprenticeship Program	0	0
12. Exited for Exclusionary Reasons	0	0

Ruby Soto, Employment & Training Services Supervisor
831-634-4948
Contact Person, Title
Telephone Number
Comments:

Transfer of Funds Request

1. Local Area San Benito County LWDA

2. Subgrant Number K9110049 3. Request Date July 9, 2019

4. Program Year 2018-2019 5. Transfer Request No 01

6. Direction of Transfer (Check One):

Adult to Dislocated Worker	Dislocated Worker to Adult
<input type="checkbox"/> 201 → 299	<input type="checkbox"/> 501 → 499
<input type="checkbox"/> 202 → 200	<input checked="" type="checkbox"/> 502 → 500

7. Amount of Transfer \$30,000

8. Contact Person Sylvia Jacquez, Program Manager

9. Contact Person's Telephone Number 831-637-0103

10. All transfer requests must be approved and signed off by the Local Board.

Date of Local Board meeting to discuss transfer July 9, 2019

Date of Local Board meeting to approve transfer July 9, 2019

11. By signing below, the Local Area Administrator/Designee requests a transfer of funds and certifies that this transfer request was approved at the Local Board Meeting on the date indicated above.

Signature _____

Name Enrique Arreola

Title Deputy Director

Date July 9, 2019

12. Taking into account the factors described under the Transfer of Funds Procedures section on page 5 of the directive, describe the Local Board's reasoning to request a transfer of funds.

SBE is requesting a transfer of DW into the Adult allocation due to the current economic status in our County. We experienced



1111 San Felipe Road, Suite 107, Hollister, CA95023
Office: (831) 637-JOBS (5627) ● (831) 637-9293 ● FAX (831) 637-0996

San Benito County Workforce Development Board
Agriculture Committee meeting
2:30PM Tuesday, June 25, 2019
Mars Hill Coffee House 610 San Benito Street.
NOTES

Present: Kristina Chavez Wyatt, Randy Brown
Absent: Richard Bianchi, Richard Perez
Guests: Susan Sweeny from Gavilan College
Staff: Ruby Soto, Enrique Arreola

We had a very lively discussion. Here are three take-a-ways:

- 1) A training on Food Safety will be recommended to the WDB at their next meeting. The extent of the training is yet to be defined. The goal is to acquire the curriculum that West Valley College had. Ruby is working on a memo with the committee's recommendation for approval from the WDB at their next meeting. Concurrently, Gavilan will be offering additional trainings that they already provide such as ESL, computer literacy, MS Work suite.
- 2) Identify other funding sources and submit proposals to support our local Ag businesses
- 3) Apply for ETP funding for next year



ADA / Equal Opportunity Employer / Program Auxiliary Aids and Services are available upon request to individuals with disabilities.
Some conditions may apply. For TTY access call: (831) 637-3265

