



AGENDA

SPECIAL SESSION

WORKFORCE DEVELOPMENT BOARD

JUNE 28, 2022

4:00 P.M.

AGENDA

KERN, INYO AND MONO

WORKFORCE DEVELOPMENT BOARD

JUNE 28, 2022

Location: Microsoft Teams
Time: 7:00 a.m.
Dial-in: (831) 296-3421
Access Code: 964 274 964#

Page No.

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|---------|--|
| I. | Call to Order |
| II. | Introductions |
| III. | Public Comments
This portion of the meeting is reserved for persons to address the Board on any matter not on this agenda but under the jurisdiction of the Board. Board members may respond briefly to statements made or questions posed. They may ask a question for clarification, make a referral to staff for factual information, or request staff to report back to the Board at a later meeting. Also, the Board may take action to direct the staff to place a matter of business on a future agenda. SPEAKERS ARE LIMITED TO THREE MINUTES. |
| IV. | Presentation
<ul style="list-style-type: none"> • FIELD – David Villarino |
| V. | Consent Agenda
If a member of the audience wishes to comment or ask questions regarding an item or items on the consent agenda, they may do so before a vote is taken on the consent agenda. A member of the Board may remove any item from the consent agenda and it will be considered in the listed sequence with an opportunity for any member of the public to address the Board concerning the item before action is taken. |
| 1-4 | A. Resolution Authorizing the Workforce Development Board to Conduct Remote Teleconference Meetings |
| 5-7 | B. Approval of the March 30, 2022, Meeting Minutes. |
| 8-11 | C. Funding Recommendations for National Farmworker Jobs Program for Program Year 2022-2023 |
| 12-17 | D. Funding Recommendations for Workforce Innovation and Opportunity Act Adult, Dislocated Worker, and Combined Programs and Services for Program Year 2022-2023 |
| 18-24 | E. Allocation and Refunding Recommendations for Youth Programs Funded Under the Workforce Innovation and Opportunity Act for Program Year 2022-23 |
| 25-27 | F. Workforce Development Board and Standing Committees Composition – Reappointments, Resignations and Nominations |
| 28-30 | G. Workforce Development Board Bylaws Proposed Changes Regarding Standing Committee Members |
| VI. | New Business |
| 31-194 | A. Memorandum of Understanding for AJCC Partners – Action Item |
| 195-196 | B. Regional Equity and Recovery Partnerships Grant |
| VII. | Director's Report |
| | A. America's Job Center of California Update |
| | B. Marketing Presentation |
| 197-210 | C. One-Stop Operator Report |

- VIII. **Board Member Comments**
 - A. Economic Development Report
 - B. Open Discussion
- IX. **Miscellaneous Filings**
 - 211 A. Status of Subgrantee Audit
 - 212 B. La Cooperativa Campesina de California Monitoring Report dated May 25, 2022
 - 213-216 C. Draft Program and Business Services Committee May 12, 2022, Meeting Minutes
 - D. Draft Youth Committee May 18, 2022, Meeting Minutes – **Handout**
 - E. Draft Executive Committee June 2, 2022, Meeting Minutes – **Handout**
 - 217-223 F. Kern, Inyo and Mono Workforce Development Board and Committee's Attendance Reports
 - 224 G. Kern, Inyo and Mono Workforce Development Board and Committee's Meeting Schedule for Calendar Year 2022

Disabled individuals who need special assistance to attend or participate in a meeting of the Workforce Development Board may request assistance at Employers' Training Resource, 1600 East Belle Terrace, Bakersfield, California, or by calling (661) 336-6893. Every effort will be made to reasonably accommodate individuals with disabilities by making meeting materials available in alternative formats. Requests for assistance should be made at least three (3) working days in advance whenever possible.

All agenda item supporting documentation is available for public review at Employers' Training Resource, 1600 East Belle Terrace, Bakersfield, 93307 during regular business hours, 8:00 a.m. - 5:00 p.m., Monday through Friday, following the posting of the agenda. Any supporting documentation that relates to an agenda item for an open session of any regular meeting that is distributed after the agenda is posted and prior to the meeting will also be available for review at the same location.

Please remember to turn off all cell phones, pagers, or electronic devices during the meeting.

EMPLOYERS' TRAINING RESOURCE

June 28, 2022

Kern, Inyo and Mono
Workforce Development Board
1600 E. Belle Terrace
Bakersfield, CA 93307

RESOLUTION AUTHORIZING THE WORKFORCE DEVELOPMENT BOARD TO CONDUCT REMOTE TELECONFERENCE MEETINGS

Dear Board Member:

As required by the Ralph M. Brown Act, the Kern, Inyo and Mono Workforce Development Board and its subcommittees meetings must be open and public, so that any member of the public may attend, participate, and view the legislative body conducting their business. As you know the Governor of California declared a state of emergency on March 4, 2020, due to the COVID-19 pandemic. Subsequently, local legislative bodies or state bodies were authorized to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public.

Although the state of emergency has not been lifted, in June of 2021 the Governor continued the waiver in a new order allowing local bodies to pass a resolution to continue the remote meetings until further notice.

Under State and Local codes, if officials have imposed or recommended measures that promote social (physical) distancing related to COVID-19 prevention, the Board may adopt a resolution that extends the time during which meetings may continue to be conducted via teleconference. The resolution must be addressed, and if still needed, be renewed every 30 days.

Therefore, IT IS RECOMMENDED that your Board adopt the attached 30-day resolution from June 8, 2022 through July 7, 2022.

Sincerely,



Teresa Hitchcock
Assistant County Administrative Officer

TH:eb

Attachment

RESOLUTION NO. _____

A RESOLUTION OF THE KERN INYO AND MONO WORKFORCE DEVELOPMENT BOARD

AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE WORKFORCE

DEVELOPMENT BOARD FOR THE PERIOD JUNE 8, 2022, THROUGH JULY 7, 2022,

PURSUANT TO THE RALPH M. BROWN ACT.

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions and requirements; and

WHEREAS, a required condition of Government Code section 54953(e) is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558(b); and

WHEREAS, a further required condition of Government Code section 54953(e) is that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body holds a meeting to determine or has determined by a majority vote that meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, on March 4, 2020, Governor Newsom issued a Proclamation of a State of Emergency declaring a state of emergency exists in California due to the threat of COVID-19, pursuant to the California Emergency Services Act (Government Code section 8625); and,

WHEREAS, on June 11, 2021, Governor Newsom issued Executive Order N-07-21, which formally rescinded the Stay-at-Home Order (Executive Order N-33-20), as well as the framework for a gradual, risk-based reopening of the economy (Executive Order N-60-20, issued on May 4, 2020) but did

1 not rescind the proclaimed state of emergency; and,

2 **WHEREAS**, on June 11, 2021, Governor Newsom also issued Executive Order N-08-21, which set
3 expiration dates for certain paragraphs of the State of Emergency Proclamation dated March 4, 2020 and
4 other Executive Orders but did not rescind the proclaimed state of emergency; and,

5 **WHEREAS**, as of the date of this Resolution, neither the Governor nor the state Legislature have
6 exercised their respective powers pursuant to Government Code section 8629 to lift the state of emergency
7 either by proclamation or by concurrent resolution of the state Legislature; and,

8 **WHEREAS**, the California Department of Industrial Relations has issued regulations related to
9 COVID-19 Prevention for employees and places of employment. Title 8 of the California Code of
10 Regulations, Section 3205(5)(D) specifically recommends physical (social) distancing as one of the
11 measures to decrease the spread of COVID-19 based on the fact that particles containing the virus can travel
12 more than six feet, especially indoors; and,

13 **WHEREAS**, the Kern, Inyo and Mono Workforce Development Board finds that state or local
14 officials have imposed or recommended measures to promote social distancing, based on the California
15 Department of Industrial Relations' issuance of regulations related to COVID-19 Prevention through Title
16 8 of the California Code of Regulations, Section 3205(5)(D); and,

17 **WHEREAS**, as a consequence, the Kern, Inyo and Mono Workforce Development Board hereby
18 find that it shall conduct its meetings by teleconferencing without compliance with Government Code
19 section 54953 (b)(3), pursuant to Section 54953(e), and that the Kern, Inyo and Mono Workforce
20 Development Board shall comply with the requirements to provide the public with access to the meetings
21 as prescribed by Government Code section 54953(e)(2).

22 **NOW, THEREFORE, BE IT RESOLVED, FOUND AND ORDERED** by the Kern, Inyo and
23 Mono Workforce Development Board, State of California, in session assembled on June 8, 2022, does
24 hereby resolve as follows:

25 Section 1. Recitals. All of the above recitals are true and correct and are incorporated into this
26 Resolution by this reference.

27 Section 2. State or Local Officials Have Imposed or Recommended Measures to Promote Social
28 Distancing. The Kern, Inyo and Mono Workforce Development Board hereby proclaims that state officials

1 have imposed or recommended measures to promote social (physical) distancing based on the California
2 Department of Industrial Relations' issuance of regulations related to COVID-19 Prevention through Title
3 8 of the California Code of Regulations, Section 3205(5)(D).

4 Section 3. Remote Teleconference Meetings. The Kern, Inyo and Mono Workforce
5 Development Board is hereby authorized and directed to take all actions necessary to carry out the intent
6 and purpose of this Resolution including, conducting open and public meetings in accordance with
7 Government Code section 54953(e) and other applicable provisions of the Brown Act.

8 Section 4. Effective Date. This Resolution shall take effect immediately upon its adoption and
9 shall be effective until the earlier of (i) July 7, 2022, or, (ii) such time Kern, Inyo and Mono Workforce
10 Development Board adopts a subsequent resolution in accordance with Government Code section
11 54953(e)(3) to extend the time during which it may continue to teleconference without compliance with
12 Section 54953(b)(3).

13 ADOPTED this eighth day of June 2022, by the Kern, Inyo and Mono Workforce Development
14 Board by the following vote:

15
16 YES:

17 NO:

18 ABSENT:

19 ABSTAIN:

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SECRETARY

24 PL#25T1616-ASG

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**KERN, INYO AND MONO
WORKFORCE DEVELOPMENT BOARD
DISCUSSION AND ACTION ITEMS
MARCH 30, 2022**

Members Present: Leo Bautista, Kelly Bearden, Richard Chapman, Steven Gomez, , Greg Gutierrez, Teresa Hitchcock, Karen King, Greg Knittel, Dean McGee, Anita Martin, John Means, Brenda Mendivel, Clare Pagnini, Alissa Reed, Norma Rojas-Mora, Shelly Tarver, Jeremy Tobias, Priscilla Varela, and Todd Yepez.

Members Absent: Laura Barnes, Stacy Ferreira, Chris Gonzales*, Nick Hill*, Brian Holt, Randy Martin, John Spaulding, Jay Tamsi*.

Staff Present: Marsha Manos, Karen Briefer, Sandra Gutierrez, Michael Saltz, Candy Cline-Gettman, Jeremy Shumaker, Danette Williams, Anne Meert, and Elaine Basham.

Guests Present: David Hudgins, Martha Guerra, Jim Keene, Jeremy McNutt, Juan Rocha, Joe Cantu, Trudy Gerald, and Gary Baudette.

* unexcused

This virtual meeting was called to order at 7:02 a.m. by Alissa Reed via Microsoft TEAMS.

INTRODUCTIONS

Marsha Manos did a roll call of members. Staff and guests introduced themselves.

PUBLIC COMMENTS

There were no public comments.

PRESENTATIONS

- KCCD- Trudy Gerald
- MC3 Pre-Apprenticeship Training Program – David

CONSENT AGENDA

Teresa Hitchcock made the motion to approve the following consent agenda items:

- Resolution Authorizing the Workforce Development Board to Conduct Remote Teleconference Meetings
- Approval of the December 15, 2021, Meeting Minutes
- Workforce Development Board and Standing Committee's Composition

Karen King seconded the motion. Marsha Manos polled the members for their votes. All ayes. The motion carried.

Request for approval to extend procurement of the Foundation for California Community Colleges to Provide Career Catalyst Third-Party Human Resources and Payroll Services, including acting as Employer of Record, for Participants Enrolled in Subsidized Work Experience under the Workforce Innovation and Opportunity Act and/or other Funding Streams Through June 30, 2023 and Authorize use of a Request For Proposals to procure one or more providers of these Third-Party Services for a multi-year term from July 1, 2023 through June 30, 2027

Karen Briefer informed the Board that ETR is requesting to extend the term of this procurement of the Career Catalyst program for third-party human resources to June 30, 2023 to allow for uninterrupted service through the end of the program and that ETR is also requesting authorization to issue a Request for Proposals to procure one or more providers of these third-party services through 2027. Karen King made a motion to accept the staff's recommendation. Clare Pagnini

seconded the motion. Marsha Manos polled the members for their votes. All ayes. The motion carried.

U.S. Economic Development Administration's American Rescue Plan- Good Jobs Challenge Grant

Michael Saltz said that on February 11, 2022, Employers' Training Resource in partnership with other workforce development boards with the exception of Fresno applied for the U.S. Economic Development Administration - American Rescue Plan's - Good Jobs Challenge Grant. The grant application is seeking 13.5 million dollars through three phases of funding, including, System Development, Program Design and Program Implementation. The purpose of the Good Jobs Challenge grant is to help get Americans back to work by investing in developing and strengthening regional workforce training systems that support sectoral partnerships, designing sectoring partnerships, and implementing sectoral partnerships that lead to quality jobs. The EDA received 509 applications from across the United States or the \$500 million Good Jobs Challenge to support workforce training that connects Americans with good-paying jobs and removes traditional barriers to success like childcare and transportation.

Grants Update

Jeremy Shumaker provided the Board with the following updates:

WIOA Additional Assistance Grant – Library Workforce Partnership Initiative FUNDED

The Library Workforce Partnership Initiative is an opportunity for our Kern, Inyo, and Mono Counties Workforce Development Area to partner with our local library to support and enhance employment and re-employment, especially as California fights to recover from the effects of the COVID-19 pandemic. The grant is for \$20,000, and the term is November 1, 2021 to June 30, 2022.

Microbusiness COVID-19 Relief Grant Program FUNDED

The California Office of the Small Business Advocate has made funds available to California county governments to administer the California Microbusiness COVID-19 Relief Grant Program. Kern County's award is \$1,152,387 to serve 369 micro-businesses, and all funds must be disbursed by November 30, 2022.

WIOA 25% Additional Assistance Grant – Better Bakersfield and Boundless Kern Regional Action for Economic Prosperity Project FUNDED

ETR applied for additional funding to continue the Better Bakersfield and Boundless Kern (B3K) collaborative effort with partners the Kern Community Foundation, Kern Economic Development Corporation, and the Brookings Institute. The purpose of this effort is to combine the regional insight and institutional knowledge of community organizations and local government with the research capacity of an outside professional group. On March 15, 2022, ETR was notified of the \$286,000 award for the period January 1, 2022 through December 31, 2022. Initially, ETR received \$700,000 for the project which ended May 31, 2021. However, COVID and other delays necessitated ETR to apply for additional funding and time to complete the project tasks.

WIOA 25% Dislocated Worker Additional Assistance Grant - Ridgecrest Earthquake Disaster and COVID-19 Project EXTENDED

ETR submitted a modification to the WIOA 25% Dislocated Worker Additional Assistance Grant - Ridgecrest Earthquake Disaster Project which was awarded in November 2019. The original modification extended the grant to December 31, 2021; however, the State has agreed to extend the grant through April 30, 2022.

Workforce Innovation and Opportunity Act Final Performance Results For Program Year 2020

Anne Meert informed the Board as a reminder that the State is required to assess performance outcomes at the end of each program year. The California Workforce Development Board published its Annual Report for Program Year 2020. The report, which can be found at cwdb.ca.gov, includes each Local Area's performance results as well as the number of participants served and exited. Anne told the Board that the goals for this year are the same as they were the previous year. Anne said that on Monday of this week the State gave us our adjusted performance measures and referenced the attachment on page 20 and due to this change the State was only looking at the Employment rate 2nd Quarter after Exit and Median Earnings. ETR had met the goals that were set. Anne said that she anticipates that we will have higher goals in the year to come.

Director's Report

Teresa Hitchcock talked to the Board about a Participants Served by Program Year survey for enrolled customers. Teresa said that due to COVID the unemployment rate in 2020-21 was very high. Teresa said that coming out of the pandemic, ETR is expecting to exceed pre-pandemic levels. Teresa went on to discuss the chart containing the numbers OJT and Occupational Skills Training by Program Year. Teresa indicated that the second half of the year will be very strong. Teresa went on to discuss the demographic data. Teresa said that ETR is looking at creating a data dashboard so that members can be able to access the information. Danette Williams gave the members an overview of the marketing department's activities within the County.

Board Member Comments

Board members gave a brief report of various activities within Kern County.

Miscellaneous Filings

The Board had the opportunity to review the following miscellaneous filings included in the agenda:

- Status of Subgrantee Monitoring Reports
- Status of Subgrantee Audit
- Travel Budget
- Legislative Update
- Workforce Innovation and Opportunity Act (WIOA) Training Expenditure Requirement as of June 30, 2021, for Program Year 2019-2020 Dated December 10, 2020
- Draft Youth Committee February 16, 2022, Meeting Minutes
- Draft Executive Committee March 17, 2022, Meeting Minutes
- Kern, Inyo and Mono Workforce Development Board and Committee's Attendance Reports
- Kern, Inyo and Mono Workforce Development Board and Committees' Meeting Schedule for Calendar Year 2022

As there was no further business the meeting adjourned at 9:05 a.m.

EMPLOYERS' TRAINING RESOURCE

June 28, 2022

Kern, Inyo and Mono
Workforce Development Board
1600 E. Belle Terrace
Bakersfield, CA 93307

PRELIMINARY FUNDING RECOMMENDATIONS FOR NATIONAL FARMWORKER JOBS PROGRAM FOR PROGRAM YEAR 2022-2023

Dear Board Member:

Employers' Training Resource (ETR) applied for and received Workforce Innovation and Opportunity Act (WIOA) Section 167 National Farmworker Jobs Program (NFJP) grant funding from the U.S. Department of Labor (DOL) for Program Years (PY) 2020-2024. The competitive grant provides career and training services for Kern County migrant and seasonal farmworkers and their dependents for four years (July 1, 2020 – September 30, 2024). Program Year 2022-2023 is the third year of the four-year grant.

On May 17, 2022, ETR received word from the DOL that ETR's NFJP grant funding amount for PY 2022-2023 will be \$2,475,003. This is an increase of \$58,915 from the current PY 2021-2022 funding of \$2,416,088. ETR staff prepared the grant plan and budget documents that were due to the DOL by May 31, 2022.

Written into the DOL grant application were services provided under contract by partner agencies including the Kern High School District – Farmworker Opportunity Program; Proteus, Inc. – Farmworker Outreach and Placement, and Targeted Work Experience/On-the-Job Training; and California State University, Bakersfield Auxiliary for Sponsored Programs Administration – Migrant Book Assistance Program. A description of these programs, current funding, any changes to the program for PY 2022-2023, and recommended funding levels for PY 2022-2023 is in the attached Funding Recommendations for the National Farmworker Jobs Program for Program Year 2022-2023.

On March 14, 2022, ETR released a Request for Refunding (RFR) for Year Three Under the WIOA National Farmworker Jobs Program for Program Year 2022-2023 (July 1, 2022 through September 30, 2023). The Kern High School District; Proteus, Inc.; and California State University, Bakersfield Auxiliary for Sponsored Programs were eligible for refunding and submitted applications.

A committee of ETR staff reviewed the applications in terms of the following:

- Necessity and reasonableness of costs;
- Proposed changes to current program and/or budget;
- Program adaptations made due to COVID-19;
- Any improvements or changes to the program planned in PY 2022-2023;
- Significant monitoring findings;
- Continued need for the training/and or service;
- Demonstrated success in the provision of services, participant outcomes and goals; and
- Issues or problems reported by ETR staff.

All four of the programs were determined eligible for refunding with the total recommended funding at \$633,324.

As a reminder, while these recommendations are for farmworker-only programs, farmworker clients have access to the full array of programs and services that are available to all other WIOA clients. This includes on-the-job training, vocational training with providers on the Eligible Training Provider List, classroom training, youth services, etc. The PY 2021-2022 enrollment goal for the NFJP is 420 clients, and to date, we have served 391 (93% of goal). The enrollment goal will remain the same for PY 2022-2023.

At its meeting on May 12, 2022, the Program and Business Services Committee concurred with the funding recommendations below.

Therefore, IT IS RECOMMENDED that your Board authorize the distribution of WIOA NFJP funds as indicated in the attachment to the following: (1) California State University, Bakersfield Auxiliary for Sponsored Programs Administration in the amount not to exceed \$25,000; (2) Kern High School District in the amount not to exceed \$268,960; and (3) Proteus, Inc. in the amount not to exceed \$339,364, with all awards subject to negotiations, funds available, and approval by the Kern County Board of Supervisors.

Sincerely,



Teresa Hitchcock
Assistant County Administrative Officer

TH:jw

Attachment

FUNDING RECOMMENDATIONS FOR THE NATIONAL FARMWORKER JOBS PROGRAM FOR PROGRAM YEAR 2022-2023

CSUB Auxiliary for Sponsored Programs Administration Migrant Book Assistance Program

This program provides outreach and recruitment of National Farmworker Jobs Program (NFJP) students by offering career development supplies, access to career development resources, one-on-one career counseling, and referrals to ETR for supportive services to purchase required books and/or materials. The books and materials are provided through a separate purchase order with the CSUB Bookstore. Emphasis is on education until the participant completes college. Clients are referred to ETR for job search assistance prior to graduation. The number of students to be served PY 2021-2022 was 25 and for PY 2022-2023 remains at 25.

Changes proposed for PY 2022-2023: Participants will be required to complete a mid-term academic progress report for each course enrolled when low academic outcomes are reported on preceding semesters. In addition, participants will be required to attend individual tutoring when suggested by professor(s) in academic progress reports.

PY 2021-2022 funding - \$25,000
Recommended PY 2022-2023 funding - \$25,000

Kern High School District Farmworker Opportunity Program

This program enrolls eligible participants that would benefit from a planned, structured learning experience into paid work experience. Clients who have completed training but lack work experience or are job searching after training are ideal for this activity.

Changes proposed for PY 2022-2023: Fewer number of clients to be served due to increase in minimum wage. Number of clients to be served in PY 2021-2022 is 22; for PY 2022-2023 the plan is to serve 18.

PY 2020-2021 funding - \$268,960
Recommended PY 2021-2022 funding - \$268,960

Proteus, Inc. Farmworker Outreach and Placement

This program reaches farmworkers in Northern Kern County and enrolls them into career services and training activities available through ETR and the Delano America's Job Center of California. Placement services include job search assistance, resume

preparation, and referrals to job openings. The budget for this activity includes use of Proteus' Mobile Employment Center and driver for outreach events in Kern County.

Changes proposed for PY 2022-2023: Requested additional funding due to increases in budgeted line items including Staff Salaries and Fringe Benefits, Facility Expense, Travel & Training Expense, Insurance/Bonding/Professional & Special Services, and Indirect Costs; decrease in Supplies & Equipment under \$5,000. The outreach goal for PY 2021-2022 was 65 and for PY 2022-2023 remains at 65.

PY 2021-2022 funding - \$113,980

Recommended PY 2022-2023 funding - \$115,659

Proteus, Inc.

Targeted Work Experience/On-the-Job Training

This program provides paid work experience (WEX) and on-the-job training opportunities for farmworkers to enhance their ability to gain employment. This program operates out of the Delano America's Job Center of California.

Changes proposed for PY 2022-2023: Requested additional funding due to increases in budgeted line items including Participant Wages & Fringe Benefits, Facility Expense, Supplies & Equipment under \$5,000, Insurance/Bonding/Professional & Special Services, and Employer Reimbursement & Income; decreases in Staff Salaries and Fringe Benefits, Travel & Training Expense, and Indirect Costs. Total number of clients to serve was 25 in PY 2021-2022 and for PY 2022-2023 remains at 25.

PY 2021-2022 funding - \$216,000

Recommended PY 2022-2023 funding - \$223,705

EMPLOYERS' TRAINING RESOURCE

June 28, 2022

Kern, Inyo and Mono
Workforce Development Board
1600 E. Belle Terrace
Bakersfield, CA 93307

PRELIMINARY FUNDING RECOMMENDATIONS FOR WORKFORCE INNOVATION AND OPPORTUNITY ACT ADULT, DISLOCATED WORKER, AND COMBINED PROGRAMS AND SERVICES FOR PROGRAM YEAR 2022-2023

Dear Board Member:

Under the Workforce Innovation and Opportunity Act (WIOA), a full Request for Proposals (RFP) is required at least once every four years to procure providers of services. On March 19, 2019, Employers' Training Resource (ETR) issued an RFP to procure WIOA Adult, Dislocated Worker, and combined programs and services for Program Year (PY) 2019-2020 for Kern County. The RFP stated, "Upon approval of the Workforce Development Board (WDB), funded programs may be eligible for refunding for up to three subsequent program years before another RFP is issued." Your WDB approved the use of the Request for Refunding (RFR) process for PYs 2020-2021 (year two), 2021-2022 (year three) and 2022-2023 (the fourth and final year). The latest RFR, which was authorized by your Board at your December 15, 2021 meeting, was issued on February 28, 2022 to three agencies representing five programs and services.

Request for Refunding Process

Keeping in mind that currently funded programs and services were already thoroughly evaluated by members of your WDB and other non-ETR staff during the RFP review, the abbreviated RFR application required applicants to provide updated threshold documents, and descriptions of any proposed changes, PY 2022-2023 participant goals and proposed budgets. The RFR also recognized the impact of the COVID-19 pandemic on service delivery noting that some programs were not able to fully operate or had to adjust to comply with COVID-19 guidelines. In fact, the following message was included with the RFR notification sent to the eligible agencies: **"The pandemic has impacted us all. The department and providers have both seen decreases in enrollments. We are in unique times where there are more jobs than workers, a wave of employee resignations nationwide, and those that are seeking jobs are demanding higher pay. This combination of events has led to fewer people seeking out traditional training routes. Due to the unique situation described above, we will not reduce funding for**

agencies in this year's RFR. We will fund agencies at the same amount as last year. We understand that enrollment numbers are low and may need adjusting. Our hope is that enrollments will return to normal as we move further away from the pandemic."

A committee of ETR staff reviewed the applications in terms of the following:

- Necessity and reasonableness of costs;
- Proposed changes to current program and/or budget;
- Program adaptations made due to COVID-19;
- Any improvements or changes to the program planned in PY 2022-2023;
- Significant monitoring findings, if any;
- Continued need for the training and/or service;
- Demonstrated success in the provision of services, participant outcomes and goals; and
- Issues or problems reported by ETR staff.

RFR Programs and Services

RFR applications were received for the following five programs and services:

PROVIDER OF CAREER SERVICES FOR DELANO AJCC AND ON-THE-JOB TRAINING (OJT)

- Proteus, Inc. – Provider of Career Services
- Proteus, Inc. – OJT

PAID WORK EXPERIENCE

- Proteus, Inc.
- Kern High School District

CONTRACTED TRAINING

- Mexican American Opportunity Foundation – Bookkeeping

Training programs were required to be current on the state's Eligible Training Provider List (ETPL) and be in good standing.

Attachment A – Descriptions of Programs and Services describes each program, proposed program and/or budget changes, and the recommended funding. Attachment B – Preliminary Funding Recommendations includes enrollment and budget comparisons.

Preliminary Funding Recommendations

All programs/services were determined eligible for refunding with a total recommended funding of \$1,437,046 which is the same amount as for PY 2021-2022. On May 25, 2022, the State Employment Development Department (EDD) issued WIOA formula allocations for PY 2022-2023. Our local area's Adult allocation is \$5,853,570 (7.63% increase), and

our Dislocated Worker allocation is \$4,396,919 (5.22% increase) which combined result in a net increase of \$632,701 compared with our PY 2021-2022 funding.

As a reminder, Workforce Development Areas are required to expend at least 30 percent of their WIOA Adult and Dislocated Worker funds on training – contracted training, Individual Training Accounts (ITAs), and OJT contracts with employers. ETR has been successfully meeting this requirement due to the considerable increase in the number of OJTs being written each year. Through April 2022, the current training percentage is 37.51 percent.

At its May 12, 2022 meeting, your Program and Business Services Committee concurred with the recommendations below.

Notification to Agencies

RFR applicants were provided a copy of the Program and Business Services Committee letter with the preliminary funding recommendations as well as informed of your Board's meeting date. Agencies were also provided information on the appeal process. Should an agency wish to file an appeal, the required paperwork must be received by 5:00 p.m. on June 15, 2022.

Therefore, IT IS RECOMMENDED that your WDB authorize the distribution of \$1,437,046 in PY 2022-2023 WIOA funds to the following: 1) Proteus, Inc. to provide Career Services at the Delano AJCC, OJTs, and Paid Work Experience in the amount not to exceed \$784,503; 2) Kern High School District to provide Paid Work Experience in the amount not to exceed \$332,543; and 3) Mexican American Opportunity Foundation to provide Bookkeeping training in the amount not to exceed \$320,000; and with awards subject to negotiations, funds available, and approval of the Kern County Board of Supervisors.

Sincerely,



Teresa Hitchcock
Assistant County Administrative Officer

TH:am

Attachments:

- A) Description of Programs and Services
- B) Preliminary Funding Recommendations

**ADULT, DISLOCATED WORKER AND COMBINED PROGRAMS
DESCRIPTION OF PROGRAMS AND SERVICES
PROGRAM YEAR 2022-2023**

PROVIDER OF CAREER SERVICES FOR DELANO AJCC AND OJT

Proteus, Inc.

1. **Provider of Career Services at the Delano America's Job Center of California (AJCC):** At the Delano AJCC, Proteus, Inc. provides comprehensive facilities management, reception/greeting, WIOA registration, resource room coverage, service referrals, job referrals, resume writing, provision of job readiness workshops/Job Club, administration of typing tests, orientation to AJCC services, outreach and recruitment, case management, direct placement, follow-up and other services. Some services have been scaled back due to Proteus' relocation to a smaller temporary building due to a fire in August 2021 and COVID. Agency estimates enrolling 89 new clients which is a reduction from the 93 planned in the PY 2021-2022 contract. Funding request: \$327,966
Recommendation: Refunding for \$327,966
2. **On-The-Job Training (OJT):** Proteus provides OJT opportunities to clients through the Delano AJCC. This activity provides occupational training by an employer to a participant while the participant gains the knowledge and skills essential to fully and adequately perform the job. Up to fifty percent of the wage rate of the participant may be reimbursed to the employer by the agency. Planned new enrollments have been reduced from 39 to 36 due to increase in minimum wage, serving clients with higher wages, and more OJT upgrades. Funding request: \$340,000
Recommendation: Refunding for \$340,000

SUBSIDIZED WORK EXPERIENCE

1. **Proteus, Inc.**
Proteus provides paid Work Experience opportunities that are planned, structured learning experiences. Paid work experience gives participants the opportunity to attain skills and develop appropriate work habits that will enable them to secure and retain unsubsidized employment and become self-sufficient. Proteus is the employer of record and provides wages, workers' compensation, liability insurance, case management and payroll services. Clients also learn soft-skills necessary to secure long-term employment. Hours are limited to 320, and clients are paid minimum wage. Planned new enrollments have been reduced from 9 to 8 due to the increase in minimum wage. Funding request: \$116,537
Recommendation: Refunding for \$116,537
2. **Kern High School District**
The Kern High School District (KHSD) Careers 4 Success program provides subsidized work experience to participants coming out of training and those who can benefit from a

work experience environment. Participants also receive some work readiness instruction to increase the likelihood of obtaining unsubsidized employment. KHSD is the employer of record and provides wages, workers' compensation, liability insurance, case management and payroll services. Hours are limited to 320, and clients are paid minimum wage. Due to the Governor's workers' compensation liability mandate, the program was put on hold during the COVID-19 pandemic and resumed in the fall of 2021. Planned new enrollments have been reduced from 29 to 23. Funding request: \$332,543

Recommendation: Refunding for \$332,543

CONTRACTED TRAINING

[Providers of training services must be current on the state's Eligible Training Provider List (ETPL) and be in good standing.]

1. Mexican American Opportunity Foundation - Bookkeeping

MAOF's open entry/open exit Bookkeeping training prepares students for entry-level positions in Financial Services. The focus is on basic accounting practices and procedures. Students also learn payroll preparation, accounts payable, accounts receivable, income tax preparation and the various systems in use. The program length is seven to nine months (760 hours) which consists of classroom training using a hybrid system (phone, ZOOM and email) and a 160-hour non-paid externship. Planned new enrollments have been reduced from 50 to 32. Funding request: \$320,000

Note: This program is on the State's Eligible Training Provider List under MAOF Skill Center – Bakersfield. The program is listed as Bookkeeping/Accounting – a measurable skills gain leading to a credential. The cost is \$5,000, and the course is seven months.

Recommendation: Refunding for \$320,000

**ADULT, DISLOCATED WORKER AND COMBINED PROGRAMS
PRELIMINARY FUNDING RECOMMENDATIONS
PROGRAM YEAR 2022-2023**

ACTIVITY/AGENCY	PARTICIPANTS			PY 2021-2022 CONTRACT	PY 2022-2023 REQUEST	PY 2022-2023 RECOMMENDED
	Enrollments PY 2021-2022 Thru March 2022	Contracted New Enrollments PY 2021-2022	Requested New Enrollments PY 2022-2023			
Provider of Career Services for Delano AJCC						
Proteus, Inc. – AJCC Services	All Visitors to the Delano AJCC will be served			\$327,966	\$327,966 (0% increase)	\$327,966
Proteus, Inc. – On-the-Job Training	28	39	36	\$340,000	\$340,000 (0% increase)	\$340,000
Subtotal				\$667,966	\$667,966	\$667,966
Paid Work Experience						
Proteus, Inc.	1	9	8	\$116,537	\$116,537 (0% increase)	\$116,537
Kern High School District	14	29	23	\$332,543	\$332,543 (0% increase)	\$332,543
Subtotal				\$449,080	\$449,080	\$449,080
Contracted Training						
Mexican American Opportunity Foundation - Bookkeeping	7	50	32	\$320,000	\$320,000 (0% increase)	\$320,000
Subtotal				\$320,000	\$320,000	\$320,000
TOTAL				\$1,437,046	\$1,437,046	\$1,437,046

EMPLOYERS' TRAINING RESOURCE

June 28, 2022

Kern, Inyo and Mono
Workforce Development Board
1600 E. Belle Terrace
Bakersfield, CA 93307

PRELIMINARY FUNDING RECOMMENDATIONS FOR YOUTH PROGRAMS FUNDED UNDER THE WORKFORCE INNOVATION AND OPPORTUNITY ACT FOR PROGRAM YEAR 2022-23

Dear Board Member:

At your meeting on December 16, 2021, this Board approved a Request for Refunding (RFR) process for In- and Out-of-School Youth (ISY and OSY) programs under the Workforce Innovation and Opportunity Act (WIOA) for Program Year (PY) 2022-23.

The Kern, Inyo, Mono consortium's total allocation in youth funding for PY 2022-23 is \$6,049,887, an increase of \$451,130 from our PY 2021-22 funding. A small percentage of this funding goes to Inyo and Mono counties as well as to administration leaving approximately \$5.2 million (plus a 20 percent carryover) to support both Employers' Training Resource (ETR) program expenses and youth provider contracts.

Under WIOA, a minimum of 75% of program funds must be expended on services to OSY, and 20% of all program funds must be spent on work experience activities. Funding opportunities were divided into two categories under the PY 2022-23 RFR:

1. Comprehensive ISY programs to serve youth in Community, Continuation, or Court School (RFR open to the currently contracted providers only);
2. Comprehensive OSY programs providing a full array of services directly or via referral (RFR open to the currently contracted providers only);

Applicants were asked basic questions about their history of success serving the population, any current challenges, proposed program changes, and budget/cost justification. Applicants were also asked how they are meeting the challenges presented by the COVID-19 pandemic and how they plan to meet the challenges if the pandemic continues. As per ETR's procurement policy, RFR applications were reviewed by a committee of ETR staff members. The committee of eleven ETR staff members reviewed the RFR applications in terms of the following:

- Necessity and reasonableness of costs;
- Demonstrated success in the provision of services, participant outcomes, and goals;
- Continued need for the service;
- Significant monitoring findings or other issues reported by ETR staff;
- Proposed changes to current program and/or budget; and

TERESA HITCHCOCK, ASSISTANT COUNTY ADMINISTRATIVE OFFICER
1600 E. BELLE TERRACE, BAKERSFIELD, CA 93307 OFFICE: 661.336.6893 FAX: 661.336.6858 INTERNET: www.etronline.com
A proud partner of America's Job Center of California

- Program adaption made due to the COVID-19 pandemic.

All of the eligible agencies applied for refunding. For ISY, these include Delano Joint Union High School District (DJUHSD), Kern County Superintendent of Schools (KCSOS), Kern High School District (KHSD), and Tehachapi Unified School District (TUSD). For OSY, these include Kern Community College District on behalf of Bakersfield College (KCCD), KHSD, TUSD, and West Kern Adult Education Network JPA (WKAEN).

The evaluation committee recommended funding all programs at their requested amounts with the exception of the following programs: Tehachapi's In-School Programs's request was reduced to 56 percent and Kern High School District's Kern Works! Program was reduced to 76 percent of request. The total recommended funding for youth programs is \$3,781,938. At its meeting on May 18, 2022, your Youth Committee voted to approve and forward these recommendations to your Board.

Total individual program funding recommendations are listed in the table on Attachment A. Program descriptions appear on Attachment B.

Therefore, IT IS RECOMMENDED that your Board approve WIOA funding for Program Year 2022-23 in the amount of \$3,781,938 to the following: 1) Delano Joint Union High School District to provide comprehensive services to 7 ISY participants in the amount not to exceed \$68,059; 2) Kern County Superintendent of Schools to provide comprehensive services to 65 ISY in the amount not to exceed \$270,031; 3) Kern High School District to provide comprehensive services to 100 ISY participants in the amount not to exceed \$441,789; 4) Tehachapi Unified School District to provide comprehensive services to 7 ISY in the amount not to exceed \$75,000; 5) Kern Community College District on behalf of Bakersfield College to provide comprehensive services to 65 OSY in the amount not to exceed \$500,000; 6) Kern High School District to provide comprehensive services to 160 OSY in the amount not to exceed \$1,426,720; 7) Tehachapi Unified School District to provide comprehensive services to 17 OSY in the amount not to exceed \$230,620; and 8) West Kern Adult Education Network JPA to provide comprehensive services to 100 OSY in the amount not to exceed \$769,719; with awards subject to negotiations, funds available, and approval of the Kern County Board of Supervisors.

Sincerely,



Teresa Hitchcock
Assistant County Administrative Officer

TH:sw:mp

Attachments:

- A) Funding Recommendations –Youth for Program Year 2022-23
- B) Description of Proposed Programs

FUNDING RECOMMENDATIONS
WORKFORCE INNOVATION & OPPORTUNITY ACT - YOUTH PROGRAMS
JULY 1, 2022 THROUGH JUNE 30, 2023

AGENCY/ACTIVITY	Criteria Met	Funding Stream	Youth Funding Rec'd PY 2021-22	PY 2021-22 Planned Participants	PY 2022-23 REQUESTED	Net Change in 2022-23 Request	Proposed # Participants	Proposed Cost per Participant	PY 2022-23 RECOMMENDED Funding	% of Requested Funding	RECOMMENDED # Participants	RECOMMENDED Cost Per Participant
Request for Refunding - In-School Youth Programs												
Delano Joint Union High School District			\$67,000	6	\$68,059	\$1,059	7	\$9,723	\$69,059	100%	7	\$9,723
WIOA In-School Youth	Yes	In-School Youth	\$67,000	6	\$68,059	\$1,059	7	\$9,723	\$69,059	100%	7	\$9,723
Kern County Superintendent of Schools			\$269,663	66	\$270,031	\$368	65	\$4,154	\$270,031	100%	65	\$4,154
Jobs Plus	Yes	In-School Youth	\$269,663	65	\$270,031	\$368	65	\$4,154	\$270,031	100%	65	\$4,154
Kern High School District			\$441,789	125	\$441,789	\$0	100	\$4,418	\$441,789	100%	100	\$4,418
Quest 4 Success	Yes	In-School Youth	\$441,789	125	\$441,789	\$0	100	\$4,418	\$441,789	100%	100	\$4,418
Tehachapi Unified School District			\$55,411	12	\$134,486	\$79,075	7	\$19,212	\$75,000	56%	7	\$10,714
Comprehensive In-School Youth/TUSD WIOA	Yes	In-School Youth	\$55,411	12	\$134,486	\$79,075	7	\$19,212	\$75,000	56%	7	\$10,714
Totals In-School			\$888,983	208	\$914,565	\$80,502	179	\$5,108	\$854,879	95%	179	\$4,775.86
Request for Refunding - Out-of-School Youth Programs												
Kern Community College District-Bakersfield College			\$500,000	75	\$500,000	\$0	65	\$7,692	\$500,000	100%	65	\$7,692
Student Outreach and Academic Re-Engagement	Yes	Out-of-School Youth	\$500,000	75	\$500,000	\$0	65	\$7,692	\$500,000	100%	65	\$7,692
Kern High School District			\$1,872,529	350	\$1,872,529	\$0	210	\$8,917	\$1,425,720	76%	160	\$8,917
Kern Works!	Yes	Out-of-School Youth	\$1,872,529	350	\$1,872,529	\$0	210	\$8,917	\$1,425,720	76%	160	\$8,917
Tehachapi Unified School District			\$230,620	30	\$255,372	\$24,752	17	\$15,022	\$130,620	90%	17	\$13,566
TUSD WIOA-Comprehensive OSY	Yes	Out-of-School Youth	\$230,620	30	\$255,372	\$24,752	17	\$15,022	\$130,620	90%	17	\$13,566
West Kern Adult Education Network IPA			\$263,244	35	\$769,719	\$506,475	1,000	\$770	\$769,719	100%	100	\$7,697
West Kern Youth@Work	Yes	Out-of-School Youth	\$263,244	35	\$769,719	\$506,475	1,000	\$770	\$769,719	100%	100	\$7,697
Totals Out-of-School			\$2,866,393	400	\$3,367,630	\$81,227	\$1,292	\$92,401	\$1,697,059	86%	342	\$17,572
Total Youth			\$3,755,376	608	\$4,311,985	\$611,729	1,471	\$2,681	\$3,781,938	88%	521	\$7,259

Out-of-School % 77%
In-School % 23%

BRIEF DESCRIPTION OF PROPOSED WORKFORCE INNOVATION & OPPORTUNITY ACT (WIOA) YOUTH PROGRAMS FOR PROGRAM YEAR 2022-2023

Comprehensive In-School Youth (ISY) Programs

1. Delano Joint Union High School District – Valley High School

Funding Request: \$68,059

Proposed Number to Serve: 7

Areas served: Delano

WIOA In-School Youth: Delano Joint Union High School District WIOA ISY program serves continuation high school students at its Valley High School location where 95% of the students are socio-economically disadvantaged. This program provides education, training, supportive services, and opportunities for employment. Job skills training courses include Agriculture Business and Mechanics, Welding, Fashion Design, Food and Nutrition, Autobody, Marketing, Building Skills and Construction, and Patient Care. During the COVID-19 pandemic, work experience was offered at school sites.

Recommended at full amount of request.

2. Kern County Superintendent of Schools

Funding Request: \$270,031

Proposed Number to Serve: 65

Areas served: Court and Community Schools in Bakersfield and throughout Kern County

Jobs Plus!: The primary goal of the program is to prepare high-risk youth who have been expelled from home schools, parenting youth, foster youth, homeless youth, or incarcerated youth with 21st Century Employment Readiness Skills. To reach this goal the program focuses on the following: attainment of basic work-readiness skills, job shadowing to learn more about career options, training programs for specific industry skills (e.g. medical or construction), development of a job portfolio (i.e. resume, additional training certificates), graduation from high school, enrollment in college/trade school or enter an entry level job and successfully embarking on a career or academic path for the future. During the COVID-19 pandemic, work experience was offered at school sites and will pursue virtual work experience options if the pandemic continues.

Recommended at full amount of request.

3. Kern High School District

Funding Request: \$441,789

Proposed Number to Serve: 100

Areas served: Arvin, Bakersfield (multiple locations), Lamont, and Shafter

Quest 4 Success: This program offers eligible participants attending one of the Kern High School District's continuation schools an opportunity to receive enhanced employability and life skills education followed by subsidized work experience. Participants attend an after-school class providing instruction in employability and life skills for which they earn up to 11 credits per semester. Participants who successfully complete the course are placed in a local worksite to receive subsidized work experience. Upon completion of Quest 4 Success, participants who are not college-bound are provided information and priority access to the Kern High School District's Out-of-School Youth program. KHSD will explore virtual work experience options if the pandemic continues.

Recommended at full amount of request.

4. Tehachapi Unified School District

Funding Request: \$134,486

Proposed Number to Serve: 7

Areas served: Tehachapi, California City, Mojave, and Rosamond

WIOA In-School Youth: Tehachapi Unified School District WIOA ISY program serves continuation high school students. The program prioritizes helping participants overcome barriers that can interfere with obtaining their high school diploma. Participants also have the opportunity to gain industry recognized certifications and participate in work experience in Kern County's targeted Industry Clusters. Participants also have the opportunity to enroll in certificate programs offered through Cerro Coso Community College via satellite campuses in the area.

Recommended at 65% of the amount of request.

Comprehensive Out-of-School Youth (OSY) Programs

1. Kern Community College District - Bakersfield College

Funding Request: \$500,000

Proposed Number to Serve: 65

Areas served: Arvin, Delano, McFarland, Wasco, and Shafter

Student Outreach and Academic Reintegration (SOAR): This program is designed to serve opportunity youth in Wasco, Delano, Southeast Bakersfield, Shafter, McFarland, and Arvin, and address gaps in educational programs for young adults in the northern Kern County region. The program strives to provide students over 18 years of age and with academic and career skills needed to support local industries as well as prepare for post-secondary education. Bakersfield College offers Career Technical Education and has established partnerships with community, educational, and Adult School partners. During the COVID-19 pandemic, work experience was offered at Bakersfield College sites.

Recommended at full amount of request.

2. Kern High School District

Funding Request: \$1,872,529

Proposed Number to Serve: 210

Areas served: Greater Bakersfield, Lamont, Arvin, Shafter, and Kern River Valley

KernWorks!: This program is designed to provide high school graduates and non-graduates with the skills they need to become self-sufficient. Most of these youth are not college-bound, so vocational education is coupled with paid work experience to create a pathway into the workforce. Vocational training programs are developed based on current labor market needs and the interests of the youth with current options including medical front office, auto tech, business services, customer service-retail, and warehousing/logistics. Youth attend vocational training followed by paid work experience after which they attend Job Search "Boot Camp" in preparation for unsubsidized employment, or, alternately, enrollment in post-secondary education or advanced training. During the COVID-19 pandemic, two vocational training programs transitioned to a virtual platform, and KHSD will pursue virtual work experience if the pandemic continues.

Recommended at 76% of the amount of request.

3. Tehachapi Unified School District

Funding Request: \$255,372

Proposed Number to Serve: 17

Areas served: Tehachapi, California City, Mojave, and Rosamond

WIOA Out-of-School Youth: Tehachapi Unified School District serves youth across Southeast Kern in collaboration with community partners throughout the area. The program seeks to address

barriers to employment by providing a fully accredited high school diploma, industry recognized certifications, and work experience in Kern County's targeted Industry Clusters. Participants in need of a diploma will receive instruction from a qualified instructor. Participants who are basic skills deficient will be co-enrolled in the Tehachapi Adult School. Participants will also have the opportunity to enroll in certificate programs offered through Cerro Coso Community College via satellite campuses in the area. During the COVID-19 pandemic, work experience was offered throughout the community.

Recommended at 90% of the amount of request.

4. West Kern Adult Education Network Joint Powers Authority

Funding Request: \$769,719

Proposed Number to Serve: 100

Areas served: Taft, Maricopa, Fellows, Elk Hills, McKittrick, Tupman, Derby Acres, Dustin Acres, and Valley Acres

West Kern Youth at Work: This program provides services to the west side of Kern County where the communities have a high poverty level. The program serves at-risk youth by building upon the capacity of the local areas to expand employment opportunities through work-based learning, work experiences, and educational options. West Kern Youth at Work supports a system strategy that leads to community involvement. During the COVID-19 pandemic, work experience was offered throughout the community.

Recommended at full amount of request.

EMPLOYERS' TRAINING RESOURCE

June 28, 2022

Kern, Inyo and Mono
Workforce Development Board
1600 E. Belle Terrace
Bakersfield, CA 93307

WORKFORCE DEVELOPMENT BOARD AND STANDING COMMITTEES COMPOSITION – REAPPOINTMENTS, RESIGNATIONS AND NOMINATIONS

Dear Board Member:

Reappointments

The Workforce Development Board (WDB) and the Kern County Board of Supervisors (BOS) use fixed and staggered terms for members of the WDB and its standing committees with one-half of the members appointed every eighteen months. The terms of some WDB and non-WDB committee members expire on June 30, 2022. Staff has contacted these members to determine their interest in continuing to serve. To date, members that indicated they wish to continue to serve another three-year term, ending June 30, 2025, are the following:

Name	Category	YC	PBS	Exec	WDB
Karine Kanikkeberg	Education	ONLY			
Greg Terry	Education	ONLY			
Clare Pagnini	Business	X			X
Norma Rojas-Mora	Education	X		X	X
Todd Yopez	Business	X		X	X
Brian Holt	Labor	X	X		X
Teresa Hitchcock	Other One-Stop Partner	X	X	X	X
Linda Parker	Business		ONLY		
Jeremy Tobias	CBO		X		X
Brenda Mendivel	Business			X	X
John Spaulding	Labor/Apprenticeship			X	X
John Adams	Labor				X
Steven Gomez	Labor/Apprenticeship				X
Chris Gonzalez	Labor/Apprenticeship				X
John Moralez	Labor				X

Reappointed WDB members, unless noted, also agreed to continue to serve on standing committee(s) as listed above.

Resignations

The following WDB members whose terms expire June 30, 2022, have submitted their resignations. Mr. John Means is retiring from the Kern Community College District (KCCD). He stated that it has been an extremely valuable experience working with this Board, and that he is truly impressed with the work of the staff and the various programs for which we contract. Mr. Means has served on the WDB since 2009, and we thank him for his higher education expertise while serving on the board.

Ms. Karen King is also resigning from the WDB and the Executive Committee stating that she is retiring from her job at Golden Empire Transit (GET) in the “not too distant future.” She states that her life has been enriched by serving on the board, joining when she was new to Bakersfield. Ms. King has served on the WDB since she was appointed in 2009, and we thank her for her service and business expertise.

Ms. Stacy Ferreira has offered to the WDB Executive Secretary a verbal resignation from the WDB and the Program and Business Services Committee (PBS). Ms. Ferreira has served on the WDB since 2014, and we thank her for her valuable health care industry service for local workforce development issues.

Nominations

Mr. Means has nominated as his WDB replacement Dr. Trudy Gerald, Associate Vice Chancellor- Economic & Workforce Development at KCCD. Dr. Gerald has 25 years leading economic and workforce development efforts. She states that she intends to maintain the historical and productive relationship between the WDB and the college district.

Ms. King has nominated Ms. Michele Warren, GET’s Director of Human Resources (HR), as her replacement on the WDB. Ms. Warren’s background includes more than 25 years of HR Director service for multiple public agencies.

At its March 30, 2022 meeting, the WDB accepted the resignations of two Business members and recommended the BOS accept them without posting vacancies since the WDB remained in compliance with a Business majority. The BOS accepted the recommendation at its April 26, 2022 meeting. In his January 13, 2022 resignation letter, Mr. Ian Journey indicated that he has started a new job in the construction industry and was no longer able to fulfill his responsibilities as a WDB or Youth Committee (YC) member. The Clerk of the BOS forwarded an application from Mr. Journey on May 10, 2022, to again serve on the WDB. Staff reached out to Mr. Journey to ensure that he still met the Business membership requirement, which he does, by filing a *WDB Statement of Interest and Nomination* form. Mr. Journey is now employed by Cantelmi Engineering managing a team of designers, draftspeople and administrators.

With Business member Ms. Ferreira’s resignation, the WDB will be out of compliance with the required Business majority. Adding Mr. Journey back to the WDB will bring the board back into compliance. Mr. Journey had served on the WDB since 2013 as an active member,

and his reappointment is beneficial. He would finish Ms. Ferreira's term ending June 30, 2022, and be reappointed to the WDB with a term end date of June 30, 2025.

As you know, when a WDB member resigns, their replacement is not automatically assigned to any committee(s). The former board member from the Department of Rehabilitation, Ms. McClanahan, served on the PBS and the YC. Her replacement Priscilla Varela was appointed to the WDB on February 8, 2022 by the BOS. At the PBS meeting on May 12, 2022 and the YC meeting on May 18, 2022, committee members made the recommendation to staff to have the WDB Chair contact Ms. Varela to see if she is willing to serve on both committees and, if so, recommend to the WDB that it authorize the Chair to appoint her.

During a discussion at the YC meeting about whether to recruit a Business member from the WDB to replace Mr. Journey, staff did announce that Mr. Journey was seeking to rejoin the WDB. If reappointed to the WDB, the YC members made a recommendation to staff to have the WDB Chair contact Mr. Journey to see if he is willing to also serve on the YC. In addition, the YC members recommended that Taft College student Ms. Rosa Chipres be appointed as a non-WDB Student Representative to the YC.

At its meeting on June 2, 2022, the Executive Committee approved these recommendations and recommends your Board approve them.

Therefore, IT IS RECOMMENDED that your Board: (1) reappoints non-WDB members Karine Kanikkeberg, Greg Terry and Linda Parker with terms ending June 30, 2025; (2) reappoints WDB members to standing committee(s) they serve on as listed in the table above; (3) approves the suggestions from PBS and YC that Ms. Varela be contacted for her interest in serving and if willing have the Chair appoint her to those committees; (4) if Mr. Journey is reappointed to the WDB, approve the suggestion from the YC that he be contacted for his interest in serving on the YC and if willing have the Chair appoint him; and (5) appoints college student Ms. Rosa Chipres as a non-WDB Student Representative to the YC.

In addition, IT IS RECOMMENDED that your Board: (1) accepts the WDB resignation of Mr. John Means and accepts his nominated replacement Dr. Trudy Gerald, representing Higher Education, with a term end date of June 30, 2025; (2) accepts the resignation of Ms. Karen King and accepts her nominated replacement Ms. Michele Warren, representing Business, with a term end date of June 30, 2025; (3) accepts the resignation of Ms. Stacy Ferreira and reappoints Mr. Ian Journey, representing Business, with a term end date of June 20, 2025; (4) reappoints the WDB members in the table above with terms ending June 30, 2025; and (5) recommends the above resignations, nominations and WDB members reappointments to the Kern County Board of Supervisors for approval.

Sincerely,



Teresa Hitchcock
Assistant County Administrative Officer

TH:eb

EMPLOYERS' TRAINING RESOURCE

June 28, 2022

Kern, Inyo and Mono
Workforce Development Board
1600 E. Belle Terrace
Bakersfield, CA 93307

WORKFORCE DEVELOPMENT BOARD BYLAWS PROPOSED CHANGES REGARDING STANDING COMMITTEE MEMBERS

Dear Board Member:

You may recall that in 2018 County Counsel determined that the Workforce Development Board (WDB) could appoint non-WDB members to its standing committees instead of the Chief Local Elected Official (Kern County Board of Supervisors) making appointments. As a result of the above, the Kern, Inyo and Mono (KIM) Workforce Development Board Bylaws were amended on September 12, 2018, to alter its language regarding non-WDB members.

During a recent discussion with new non-WDB committee members and subsequent direction from County Counsel, it was determined that non-WDB members are not required to file Statement of Economic Interests Form 700. As a result, the attached pages from the KIM Bylaws include draft amendment changes for your Board to review.

At its meeting on June 2, 2022, the Executive Committee approved the amendments and recommends that your Board adopt these changes.

Therefore, IT IS RECOMMENDED that your Board adopt the amended bylaws which reflect changes made affecting non-WDB members.

Sincerely,



Teresa Hitchcock
Assistant County Administrative Officer

TH:eb

Attachment

A. STANDARDS OF CONDUCT

1. Open Meetings

The Local Board and its standing committees will conduct business in an open manner by making available to the public, on a regular basis through open meetings, information about the activities of the Local Board, including information about the local plan before submission of the plan, membership, the designation and certification of One-Stop operators, the award of grants or contracts to eligible providers of youth activities and, on request, minutes of formal meetings of the Local Board.

At this time the Local Board and its committees do not have equipment to participate via video conferencing. All meetings of the Local Board or its committees are accessible via teleconference. Quarterly meeting notices include the physical location of the Local Board and committee meetings, as well as a toll free dial-in phone number and a meeting access code.

For Local Board and committee members who are unable to attend at the main location but choose to participate, under the State's Brown Act, an accessible location must be posted for the public to be able to attend the meeting at that alternate location. Local Board and committee members who do not provide access to their site for the public are not permitted to vote during the teleconference on any action items before the Local Board or committee. Members phoning in from their car, for example, would not be able to vote, as the public would not have been able to access that vehicle.

2. Code of Conduct

The Local Board will adopt a code of conduct to be signed by each member and each non-WDB committee member at appointment and annually.

3. Conflict of Interest

The Local Board will adopt a conflict of interest policy governing the activities of the Local Board ~~and all committees established by the Local Board whose members may not be Local Board members, including the Youth Committee.~~

4. Ethics Training

Each member of the Local Board and each non-WDB committee member is required to receive ethics training no later than one year after their appointment. After the initial training, each Local Board member is required to receive ethics training at least once every two years.

5. New Member Orientation

Within 60 days of their appointment by the Kern County Board of Supervisors, all new WDB members will participate in the New Member Orientation. All non-

Removal for Cause or Attendance

In December 2014, the Local Board adopted an attendance policy that permits the Local Board to remove members who fail to attend meetings, subject to approval of the CLEO. Non-WDB standing committee members are also subject to the attendance policy of the Local Board; however, their removal is not subject to the CLEO, just the WDB. The WDB also chose not to reduce the size of the WDB by removing One-Stop Partner members from the Local Board to an advisory-only position on a committee.

Although the WIOA allows for an alternate designated to cover for a WDB member who cannot attend a meeting, the WDB did not adopt this option. The WDB discussed that since the size of the KIM WDB was not reduced down to the minimum 19 members, that any person attending for a WDB member and allowed to vote on action items before the Board should be vetted as fully as any WDB member. With the WDB remaining around 45 members, it was decided that the attendance policy was sufficient to ensure that each Local Board meeting would have its requisite quorum, thereby negating the need for vetting more than 40 alternates.

Removal of Local Board or non-WDB members may only be accomplished at meetings of the full Local Board. Such authority may not be assigned to an Executive or other committee.

a. Cause

Any member may be removed from the Local Board or standing committee for cause if a two-thirds (2/3) majority of the WDB members approve such action.

A Board or ~~non-WDB committee~~ member's failure to timely file a Form 700 economic disclosure statement as required by Employers' Training Resource's (ETR) Conflict of Interest Code constitutes sufficient cause for a member's removal.

b. Attendance

Attendance at all Local Board and standing Committees to which a member has been appointed is expected of all members. Attendance by members at regularly scheduled meetings is critical for the Local Board to fulfill its function.

The Executive Committee shall routinely review member attendance at Local Board and committee meetings. Staff shall present attendance records for Executive Committee members to review at each of its meetings.

Notification of Absence: Members shall notify the Chair of the Local Board (or through Board staff) of any expected absence from a meeting by 5:00 p.m. of the day before the meeting, indicating the reason for the absence.

Local Board staff shall act on behalf of the KIM WDB to record the cause of such absences and shall provide such to the Executive Committee for consideration.

EMPLOYERS' TRAINING RESOURCE

June 28, 2022

Kern, Inyo and Mono
Workforce Development Board
1600 E. Belle Terrace
Bakersfield, CA 93307

MEMORANDUM OF UNDERSTANDING FOR AJCC PARTNERS

Dear Board Member:

In order to establish a high-quality America's Job Center of California (AJCC) delivery system and enhance collaboration among partner programs, the Workforce Innovation and Opportunity Act (WIOA), section 121(c)(1), and its implementing regulations, required the Local Workforce Development Boards (LWDB) to develop a Memorandum of Understanding (MOU) with all colocated and non-colocated AJCC partners (One-Stop Partners) within their Local Workforce Development Area (LWDA). The MOU serves as a functional tool, as well as, a visionary plan on how the LWDB and One-Stop Partners will work together to create a unified service delivery system that best meets the needs of their shared customers.

The last MOU was signed by your Board's Chair on or about July 16, 2019 and contained assurances that the MOU would be reviewed and updated every three years with an annual review of the Infrastructure Funding Agreements (IFAs) for the comprehensive, affiliate and specialized AJCC One-Stop Centers. The MOU contains the necessary language for the LWDB to meet the requirements contained in WIOA.

The purpose of this MOU is to define the parameters within which education, workforce, economic development, and other Partner programs and entities operating in the Kern, Inyo and Mono Workforce Development Area (KIM WDA) to create a seamless, customer-focused AJCC network that aligns service delivery across the board, enhance access to program services, and improves long-term employment outcomes for individuals receiving assistance. One-Stop Partners administer separately funded programs as a set of integrated streamlined services to customers. By realizing one-stop opportunities together, partners will be able to build community-benefiting bridges, rather than silos of programmatic isolation. These partnerships will reduce administrative burden and costs and increase customer access and performance outcomes.

The twenty-one WIOA One-Stop Partners include the following:

Agency – Colocated One-Stop Partners
Employers' Training Resource
California Employment Development Department (EDD)
California Department of Rehabilitation
Kern County Department of Human Services
Agency – Non-located One-Stop Partners
Inland Empire Job Corps Center
California Indian Manpower Consortium, Inc.
Kern High School District
Delano Joint Union High School District
Farmworker Institute for Education & Leadership Development
Latino Coalition for Community Leadership
YouthBuild
EDD, Unemployment Insurance
Bakersfield College
Inyo County Health and Health Services
Taft College
Cerro Coso Community College
SER – Jobs for Progress, Inc.
Community Action Partnership of Kern
Housing Authority of Kern County
Mono County Social Services Department
McFarland Unified School District
Wasco Union High School District

This MOU shall become effective on or before July 1, 2022, and shall terminate on June 30, 2025, unless terminated earlier by the Partners.

The MOU contains operating budgets for each of the three (3) comprehensive AJCC one-stop centers, nine (9) affiliate AJCC one-stop centers, and two (2) specialized AJCC one-stop centers. The colocated Partners have been working together to achieve the goals of delivering services in the KIM Workforce Development Area. The MOU contains IFAs which are made up of applicable career services, shared operating costs and other shared services. The one-stop operating budgets will be annually reconciled against actual costs incurred and adjusted accordingly. This reconciliation will help to ensure that the budgets reflect a cost allocation methodology that demonstrates how infrastructure costs are charged to each colocated Partner in proportion to the colocated Partner's use of the AJCC one-stop center and relative benefit received. The IFAs may be further refined by the Partners, as needed, to assist in tracking their contributions.

The One-Stop Partners are in the process of having their Signatory Officials sign the MOU. An unsigned copy of the MOU is attached for your review.

Therefore, IT IS RECOMMENDED that your Board approve and authorize the Chair to sign the MOU and further authorize staff to submit it to the Chief Elected Official for final approval and submission to the State Board by June 30, 2022.

Sincerely,

A handwritten signature in black ink, appearing to read "Teresa Hitchcock", with a stylized flourish at the end.

Teresa Hitchcock
Assistant County Administrative Officer
TH:ms

Attachment

Workforce Innovation and Opportunity Act
Kern, Inyo and Mono Counties Workforce Development Board
AJCC Memorandum of Understanding

This Agreement, entered into this ____ day of June, 2022, by and between the managers and directors of the Workforce Development One-Stop Partners (One-Stop Partners) serving the Kern, Inyo, and Mono Counties Workforce Development Area (the “KIM WDA”), as overseen by the Kern, Inyo, and Mono Counties Workforce Development Board (the “KIM WDB”).

WHEREAS, the Workforce Investment Act of 1998 (the “WIA”) created a workforce development system, replacing the Private Industry Council; and

WHEREAS, the Workforce Innovation and Opportunity Act of 2014, Public Law 113-128, 29 U.S.C. 3101, et seq., as amended (hereinafter referred to as “WIOA” or the “Act”) amended the WIA to strengthen the United States workforce development system through innovation in, and alignment and improvement of, employment, training, and education programs in the United States, and to promote individual and national economic growth, and for other purposes; and

WHEREAS, the parties to this Agreement recognize the many benefits to its customers in the collaboration and integration of the seamless service and have participated in the past in the development and operation of the one-stop career center system doing business as America’s Job Center of California (“AJCC”); and

WHEREAS, WIOA and its implementing regulations require that a Memorandum of Understanding (the “MOU”) be developed and executed between the AJCC partners (more fully defined below) and KIM WDB, with the agreement of the Chief Local Elected Official to establish an agreement concerning the operations of the AJCC delivery system and resource sharing and joint infrastructure cost funding for the one-stop delivery system in the KIM WDA; and

WHEREAS, the Chief Local Elected Official in the KIM WDA has delegated to the KIM WDB the ability to execute this MOU pursuant to that certain Joint Powers Agreement dated August 18, 2020; and

WHEREAS, certain provisions in this MOU are based on guidance issued to the Local Workforce Area (“LWA”) by the State of California, whose instructions are based on guidance from the federal agencies; and

WHEREAS, the administrators of the participating partners have been granted general authority from their governing boards to continue to work with other agencies in the community and to define their roles in the delivery of services; and

WHEREAS, on June 30, 2016, the AJCC Partners and the KIM WDB, with the agreement of the Chief Local Elected Official (“CLEO”) entered into an MOU (Kern County Agreement # 719-2016) (hereinafter, referred to as “MOU Phase I”), which established a cooperative working relationship between the AJCC partners and defined their respective roles and responsibilities for the operation of the local AJCC One-Stop System of service delivery in the KIM WDA as required by the WIOA; and

WHEREAS, on October 24, 2017, the KIM WDB, with the agreement of the CLEO and certain AJCC Partners, including and limited to, Employers' Training Resource ("ETR"), California Employment Development Department, California Department of Rehabilitation and Kern County Department of Human Services (collectively, "colocated AJCC Partners") entered into an MOU Phase II (Kern County Agreement # 652-2017)(hereinafter, referred to as "MOU Phase II"), consistent with WIOA and implementing regulations, which established a functional tool for how the KIM WDB and Core One-Stop Partners will share and allocate the infrastructure costs among Core One-Stop Partners for the Comprehensive AJCC One-Stop Centers in the KIM WDA through resource sharing and Infrastructure Funding Agreements; and

WHEREAS, on June 19, 2018, the KIM WDB, with the agreement of the CLEO and ETR, entered into an MOU Phase II – Affiliate and Specialized AJCC One-Stop Centers (Kern County Agreement # 407-2018)(hereinafter, referred to as "MOU Phase II - Affiliate and Specialized AJCCs"), consistent with WIOA and implementing regulations, concerning the resource sharing and Infrastructure Funding Agreements for the Affiliate and Specialized AJCC One-Stop Centers in the KIM WDA; and

WHEREAS, on June 16, 2019, the KIM WDB, with the agreement of the CLEO and ETR, entered into a WIOA KIM WDB MOU (Kern County Agreement #446-2019)(hereinafter, referred to as "KIM WDB MOU), consistent with WIOA and implementing regulations, concerning the resource sharing and Infrastructure Funding Agreements for the Comprehensive, Affiliate and Specialized AJCC One-Stop Centers in the KIM WDA; and

WHEREAS, this MOU supersedes and replaces MOU Phase I, MOU Phase II, MOU Phase II - Affiliate and Specialized AJCCs, and KIM WDB MOU entered into by and between the above-named parties; and

WHEREAS, it is understood that full implementation of this MOU may require further approvals from governing boards and legal counsel, and is subject to change upon the consent of the KIM WDB.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN ALL PARTIES AS FOLLOWS:

Definitions

- A. Affiliate AJCC: An AJCC location where job seekers and employers can access the programs, services, and activities of one or more AJCC partners. An Affiliate AJCC is not required to provide access to all partner programs pursuant to WIOA Joint Final Rule Section 678.310.
- B. AJCC Network which include and are limited to, any and all Comprehensive AJCC One-Stop Centers, Affiliated AJCC Centers, and/or Specialized AJCC Centers.
- C. AJCC Partners: Includes mandated partners as outlined in WIOA.
- D. America's Job Center of California (AJCC): AJCC is the common identifier used within California to designate One-Stop centers and the One-Stop System.

- E. Chief Local Elected Official: Identified in WIOA Section 3, Definitions (9) as the chief local elected officer of a unit of general local government in a local area or the individual(s) designed under the local agreement pursuant to Section 107(c)(1)(B).
- F. Career Services: The services which shall be available, at a minimum, to individuals who are adults or dislocated workers through the KIM delivery system by the AJCC required Partners as authorized under their programs. The services consist of three categories: basic career services, individual career services, and follow-up services. The career services that must be provided as part of the KIM delivery system are listed in WIOA Section 134(c)(2).
- G. Cash Contributions: Cash funds used to cover a Partner's proportionate share of the AJCC. The funds can be paid either directly from the Partner or through an interagency transfer on behalf of the Partner pursuant to WIOA Joint Final Rule Section 678.720.
- H. Colocated Partners: AJCC Partners who have a physical presence within the Comprehensive AJCC One-Stop Centers, either full-time, part-time, intermittent, or virtually.
- I. Comprehensive AJCC One-Stop Centers: Identifies each of the three comprehensive AJCC One-Stop Centers in the KIM WDA where job seekers and employers can access the programs, services, and activities of all required AJCC partners with at least one Title I staff person physically present pursuant to WIOA Joint Final Rule Section 678.720.
- J. Cost Allocation: Pursuant to 66 Federal Register 29639, cost allocation is the measurement of actual costs in relation to the benefit received in order to determine each partner's fair share of the KIM AJCC operating costs.
- K. Fair Share: The portion of KIM AJCC operating costs allocated to each partner in proportion to the benefits the partner receives from participation in the AJCC Network.
- L. Infrastructure Costs: Infrastructure costs of any one-stop center are non-personnel costs necessary for the general operation of the one-stop center, including, (i) rental of the facilities; (ii) utilities and maintenance; (iii) equipment (including assessment-related products and assistive technology for individuals with disabilities); (iv) technology to facilitate access to the one-stop center, including technology used for the center's planning and outreach activities, and virtual access when face-to-face interaction may endanger the health and safety of system users and staff; and (v) common identifier costs including creating new signage, updating templates and materials, and updating electronic resources.
- M. In-Kind Contributions: Pursuant to 66 Federal Register 29639-29640, in-kind contributions by a non-AJCC Partner to support the AJCC in general, not a specific partner; or contributions by a non-AJCC Partner to an AJCC Partner to support its proportionate share of the infrastructure costs. Any unrestricted contributions that support the AJCC in general would lower the total amount of infrastructure costs prior to proportionate division. Any restricted contributions can be used by the intended partner(s) to lower their share of the infrastructure costs in accordance with WIOA Joint Final Rule Section 678.720. In-kind contributions may include funding from philanthropic organizations or other private entities or through other alternative financing options to provide a stable and

equitable funding stream for the on-going AJCC delivery system operations pursuant to WIOA 121(c)(2)(A)(i).

- N. Memorandum of Understanding Agreement Period: The MOU must not be for a period that exceeds three (3) years. Additionally, pursuant to WIOA 121(c)(2)(v), the duration of the MOU and the procedures for amending the MOU during the duration of the MOU, and assurances that such memorandum shall be reviewed not less than once every three (3) years to ensure appropriate funding.
- O. Non-Cash Contributions: Expenditures made by one partner on behalf of the AJCC or contributions of goods or services contributed by a partner for the center's use. Contributions must be valued consistent with the Uniform Guidance pursuant to WIOA Joint Final Rule Section 678.720.
- P. Non-Colocated Partners: AJCC Partners who do not have a physical presence within the Comprehensive AJCC One-Stop Centers.
- Q. One-Stop Delivery System: Is a collaborative effort among public service agencies, non-profit organizations, and private entities that administer workforce development, educational, and other human resource programs to make the variety of services available under those programs more accessible to eligible job seekers and employers.
- R. Other System Costs: Other system costs which are agreed upon the KIM WDB and all of the AJCC Partners that include services commonly provided by AJCC Partners to any individual, including, but not limited to, initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services to meet needs, referral to other AJCC Partners, and business services, but must include applicable career services.
- S. Proportionate Share: The share of each partners program's infrastructure costs based upon its proportionate use of the AJCC, if the benefit is received from that use (WIOA Joint Final Rule Preamble page 55907).
- T. Physical Presence: Physical presence refers to the place where an entity is physically located in order to provide service delivery, which includes providing such services virtually as authorized by 34 CFR 361.305, subsection (d)(3). However, if an AJCC Partner is delivering services virtually, said AJCC Partner shall enter into an Infrastructure Funding Agreement for its fair share of the infrastructure costs related to such virtual service delivery at the comprehensive, affiliate and/or specialized AJCC One-Stop Center, including, but not limited to, (i) video conferencing equipment; (ii) information technology related expenses, and (iii) data connection fees.
- U. Required Partner: An entity that carries out one or more of the programs or activities identified under WIOA Section 121 (b)(1) and is required under said section to participate in the KIM One-Stop Delivery System and to make the career services under its program or activity available through the KIM system.
- V. Resource Sharing: Pursuant to 66 Federal Register 29639, Resource Sharing is the cash and/or resources each partner will contribute to fund its fair share of the costs for the

operation of the KIM system. This can include In-Kind Contributions from third parties to partner programs as defined above. The KIM WDB, CLEO and KIM Partners may fund the costs of infrastructure of KIM One-Stop Delivery System through methods agreed upon by the KIM WDB, CLEO and KIM Partners through Resource Sharing.

- W. Specialized AJCC: is a location associated with either a Comprehensive or Affiliate AJCC that addresses specific needs of dislocated workers, youth, or key industry sectors, or clusters pursuant to WIOA Joint Final Rule Section 678.720.
- X. Third-Party In-Kind Contribution: Contributions by a non-Partner to support the AJCC in general, not a specific partner; or contributions by a non-AJCC partner to an AJCC partner to support its proportionate share of the infrastructure costs.
- Y. Training Services: Services to adults and dislocated workers as described in WIOA Section 134(c)(3). Pursuant to WIOA Section 134(c)(3)(D), these services may include occupational skills training, including training for nontraditional employment, on-the-job training, incumbent worker training, programs that combine workplace training with related instructions, which may include cooperative education programs, private-sector training programs, skill upgrading and restraining, apprenticeships, transitional jobs, job-readiness training, adult education and literacy activities in combination with a training program, or customized training.
- Z. WIOA: The Workforce Innovation and Opportunity Act amends the Workforce Investment Act of 1998 to strengthen the workforce development system in the United States through innovation in, and alignment and improvement of, employment, training, and education programs in the United States, and to promote individual and national economic growth, and for other purposes.

Article I. Purpose of the MOU

The AJCC is the local One-Stop Center within the KIM WDA which serves as the recruitment center and training access for local employers and job seekers. The AJCC is the cornerstone of Kern, Inyo and Mono counties workforce development system, and its partners are jointly responsible for the workforce and economic development, education, and other resource service programs.

WIOA emphasizes customer choice, job-driven training, provider performance, and continuous improvement. The quality and selection of providers and programs of training services is vital to achieving these core principles.

The parties to this agreement recognize the many benefits to our customers in the collaboration and integration of seamless service and have participated in the development and operation of a one-stop system doing business as the AJCC.

The administrators of the participating AJCC Partners have been granted general authority from their governing boards to work with other agencies in the community and to define their roles in the delivery of services as reflected herein.

It is understood that full implementation of the proposed system may require further approvals

from governing boards and/or legal counsel for contracts, leases and/or sub-grant agreements.

Article II. Local Vision Statement and Mission Statement

Vision Statement: "We will achieve recognition as the leading One-Stop system of professional employment services in California."

Mission Statement: "To provide quality, integrated, seamless, accessible and professional employment services for employers and job seekers."

The partners are committed to a locally-driven system which develops partnerships, and provides programs and services to achieve three main policy objectives established by the California Workforce Development Strategic Plan, which includes the following:

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

These objectives will be accomplished by ensuring access to high-quality AJCC that provide the full range of services available in the community for all customers seeking the following:

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

Article III. Parties to the MOU

A. The following entities are required parties to this MOU:

1. CLEO/s: Kern County Board of Supervisors
1115 Truxtun Avenue, Suite 504
Bakersfield, California 93301
Tel: (661) 868-3680
2. Local Board: KIM WDB
1600 E. Belle Terrace
Bakersfield, California 93307
Tel: (661) 336-6893

B. AJCC Partners, including colocated and non-colocated AJCC Partners:

The following is a list of colocated and non-colocated AJCC Partners in the KIM WDA. The colocated AJCC Partners are presently participating in the Infrastructure Funding Agreements ("IFAs") and Other System Costs Agreements ("OSCs") for the Comprehensive AJCC One-Stop Centers. In addition, the non-colocated AJCC Partners are not currently participating in the IFAs

and OSCAs, but once data becomes available to determine the AJCC benefit to them, the IFAs and OSCAs will be renegotiated to include their proportionate share of contributions.

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Partner Program	Partner Organization	Authorization	Signatory Official	Contact Information
Physically Colocated at SE-AJCC, Delano-AJCC and Ridgecrest-AJCC				
WIOA title I(B) Adult, Dislocated Worker, and Youth Programs	Employers' Training Resource (ETR)	WIOA title I (B) Adult, Dislocated Worker, and Youth Programs	Teresa Hitchcock, Assistant County Administrative Officer	Employers' Training Resource, 1600 E. Belle Terrace Bakersfield, CA 93307 (661) 336-6972 Email: hitchcockt@kerncounty.com
Migrant Seasonal Farm Worker	Employers' Training Resource (ETR)	National Farmworker Jobs Program, (NFJP) 2, WIOA Sec. 167	Teresa Hitchcock, Assistant County Administrative Officer	Employers' Training Resource 1600 E. Belle Terrace Bakersfield, CA 93307 (661) 336-6972 Email: hitchcockt@kerncounty.com
Wagner-Peyser Employment Services (ES)	Employment Development Department (EDD)	Wagner-Peyser Employment Services (ES) program, authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by title III of WIOA, also providing the state's public labor exchange	Shelly Tarver, Deputy Division Chief, Central Valley Region, EDD Southern Workforce Services Division	Employment Development Department 1600 E. Belle Terrace Bakersfield, CA 93307 (661) 635-2608 Email: shelly.tarver@edd.ca.gov
Trade Adjustment Assistance (TAA)	Employment Development Department (EDD)	Trade Adjustment Assistance (TAA), authorized under chapter 2 of title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.)	Shelly Tarver, Deputy Division Chief, Central Valley Region, EDD Southern Workforce Services Division	Employment Development Department 1600 E. Belle Terrace Bakersfield, CA 93307 (661) 635-2608 Email: shelly.tarver@edd.ca.gov

Partner Program	Partner Organization	Authorization	Signatory Official	Contact Information
Physically Colocated at SE-AJCC, Delano-AJCC and Ridgecrest-AJCC				
Jobs for Veterans State Grants (JVSG)	Employment Development Department (EDD)	Jobs for Veterans State Grants (JVSG), authorized under chapter 41 of title 38, U.S.C	Shelly Tarver, Deputy Division Chief, Central Valley Region, EDD Southern Workforce Services Division	Employment Development Department 1600 E. Belle Terrace Bakersfield, CA 93307 (661) 635-2608 Email: shelly.tarver@edd.ca.gov
Temporary Assistance for Needy Families (TANF)	Department of Human Services (DHS)	Temporary Assistance for Needy Families (TANF), authorized under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.)	Lito Morillo, Director	Kern County Department of Human Services 100 E. California Avenue Bakersfield, CA 93307 Telephone: (661) 631-6550 Email: morillol@kerndhs.com
Department of Rehabilitation	California Department of Rehabilitation (DOR)	State Vocational Rehabilitation (VR) program, authorized under Title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.), as amended by title IV of WIOA	Shayn Anderson, MS Regional Director, Department of Rehabilitation, San Joaquin Valley District	California Department of Rehabilitation 2550 Mariposa Mall, Room 2000 Fresno, California 93721 Telephone: (559) 445-6080 Email: shayn.anderson@dor.ca.gov
Not Physically Colocated at AJCC				
Job Corps	Job Corps	Job Corps, WIOA Title I, Subtitle C	Suzanne Schaeffer, Director	Inland Empire Job Corps Center 3173 Kerry Street San Bernardino, CA 92407 Mailing: PO Box 9550 San Bernardino, CA 92427 Telephone: (909) 887-6305 Email: schaeffer.suzanne@jobcorps.org

Partner Program	Partner Organization	Authorization	Signatory Official	Contact Information
Not Physically Colocated at AJCC				
YouthBuild	YouthBuild	YouthBuild WIOA Sec. 171 (29 USC 3226)	N/A	N/A
Community College	Bakersfield College (BC)	Career and technical education (CTE) programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.)	Michael Giacomini, Interim Chief Financial Officer, Kern Community College District, on behalf of Bakersfield College	Bakersfield College 1801 Panorama Drive Bakersfield, CA 93306 Telephone: (661) 336-5124 Email: mike.giacomini@bakersfieldcollege.edu
Community College	Cerro Coso Community College (CCCC)	Career and technical education (CTE) programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.)	Michael Giacomini, Interim Chief Financial Officer, Kern Community College District, on behalf of Cerro Coso Community College	Cerro Coso Community College 3000 College Heights Boulevard Ridgecrest, CA 93555 Telephone : (661) 336-5124 Email: mike.giacomini@bakersfieldcollege.edu

Partner Program	Partner Organization	Authorization	Signatory Official	Contact Information
Not Physically Colocated at AJCC				
Community College	Kern Community College District	Career and technical education (CTE) programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.)	Michael Giacomini, Interim Chief Financial Officer, Kern Community College District	Kern Community College District 2100 Chester Avenue Bakersfield, CA 93301 Telephone: (661) 336-5124 Email: mike.giacomini@bakersfieldcollege.edu
Community College	Taft College (TC)	Career and technical education (CTE) programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.)	Dr. Debra Daniels, Superintendent/President	Taft College 29 Cougar Court Taft, CA 93268 Telephone: (661) 763-7710 ddaniels@taftcollege.edu
Second Chance Act	Latino Coalition for Community Leadership (LCCL)	Reentry Employment Opportunities (REO) programs authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) and WIOA sec. 169	Richard R. Ramos, Executive Director	Latino Coalition for Community Leadership PO Box 61252 Santa Barbara, CA 93160 Telephone: (805) 331-0902 rramos@latinocoalition.org

Partner Program	Partner Organization	Authorization	Signatory Official	Contact Information
Not Physically Colocated at AJCC				
Unemployment Insurance (UI)	Employment Development Department (EDD)	Unemployment Insurance (UI) programs under state unemployment compensation laws	Carlos Beltran, Employment Development Administrator	Employment Development Department – Unemployment Insurance EDD UI Center San Diego #049 1350 Front Street, Room 1047 San Diego, CA 92101 Telephone: (619) 525-4619 Email: carlos.beltran@edd.ca.gov
Community Services Block Grant Act (CSBG)	Community Action Partnership of Kern (CAPK)	Employment and training activities carried out under the Community Services Block Grant Act (CSBG) (42 U.S.C. 9901 et seq.)	Jeremy T. Tobias, Chief Executive Officer	Community Action Partnership of Kern 5005 Business Park North Bakersfield, CA 93309 Telephone: (661) 336-5236 Email: jtobias@capk.org
WIOA Title V Older Workers Program	SER – Jobs for Progress, Inc. (SER Jobs)	Senior Community Service Employment Program (SCSEP), authorized by title V of Older Americans Act of 1965 (42 U.S.C. 3056 et seq.)	Jesus Padron, President/CEO	SER – Jobs for Progress, Inc. 255 N. Fulton Avenue, Suite 106 Fresno, CA 93701 Telephone: (559) 452-0881 Email: jesuspadron@sercalifornia.org
Housing & Urban Development	Housing Authority of Kern County (HACK)	Employment and training activities carried out by the Department of Housing and Urban Development (HUD)	Stephen Pelz, Executive Director	Housing Authority of Kern County 601 24 th Street Bakersfield, CA 93301 Telephone: (661) 631-8500, Ext. 2005 Fax: (661) 631-9500 Email: spelz@kernha.org

Partner Program	Partner Organization	Authorization	Signatory Official	Contact Information
Not Physically Colocated at AJCC				
California Indian Manpower Consortium, Inc.	California Indian Manpower Consortium, Inc. (CIMC)	Indian and Native American Programs (INA), WIOA sec. 166, 29 USC 3221	Lorenda T. Sanchez, Executive Director	California Indian Manpower Consortium, Inc. 738 North Market Boulevard Sacramento, CA 95834 Telephone: (916) 920-0285 Email: lorendas@cimcinc.com
Adult Education	Delano Joint Union High School District (DJTUHSD)	WIOA title II Adult Education and Family Literacy Act (AEFLA) program	Jason Garcia, Superintendent	Delano Joint Union High School District 1720 Norwalk Street Delano, CA 93215 Telephone: (661) 720-4101 Email: igarcia@djhuhsd.org
Adult Education	Farmworker Institute for Education & Leadership Development (FIELD)	WIOA title II Adult Education and Family Literacy Act (AEFLA) program	David Villarino, President/CEO	Farmworker Institute for Education & Leadership Development 122 E. Tehachapi Blvd., Suite C Tehachapi, CA 93561 Telephone: (661) 972-8485 Email: davidv@fieldinstitute.org
Adult Education	Kern High School District (KHSD)	WIOA title II Adult Education and Family Literacy Act (AEFLA) program	Dean McGee, Associate Superintendent	Kern High School District 5801 Sundale Avenue Bakersfield, CA 93309 Telephone: (661) 827-3100 dmcgee@khsd.k12.ca.us
Adult Education	McFarland Unified School District (MUSD)	WIOA title II Adult Education and Family Literacy Act (AEFLA) program	Samuel A. Resendez, Superintendent	McFarland Unified School District 601 Second Street McFarland, CA 93250 (661) 792-3081 saresendez@mcfarland.k12.ca.us

Partner Program	Partner Organization	Authorization	Signatory Official	Contact Information
Not Physically Colocated at AJCC				
Adult Education	Wasco Union High School District (WUHSD)	WIOA title II Adult Education and Family Literacy Act (AEFLA) program	Robert Cobb, Superintendent	Wasco Union High School District 2100 Seventh Street Wasco, CA 93280 Telephone: (661) 758-8447 Email: rocobb@wascohsd.org
WIOA title I(B) Adult and Dislocated Worker Programs	Inyo County Health and Human Services (Inyo)	WIOA Title I (B) Adult and Dislocated Worker Programs	Marilyn Mann, HHS Director	Inyo County Department of Health and Human Services 1360 N. Main Street Bishop, CA 93514 Telephone: (760) 873-3305 Email: mmann@inyocounty.us
WIOA title I(B) Adult, Dislocated Worker, and Youth Programs	Mono County Social Services Department (Mono)	WIOA Title I (B) Adult, Dislocated Worker, and Youth Programs	Kathryn Peterson, Director	Mono County Social Services Department 1290 Tavern Road, Suite 229 Mammoth Lakes, CA 93546 Telephone: (760) 924-1763 Email: kpeterson@mono.ca.gov

The following Basic and Individual Career Services will also be offered by the AJCC Partners within the KIM WDA.

BASIC CAREER SERVICES		Title I Program Eligibility				Non-Title I Eligib	Out-reach	Orientation	Initial Assessment
Agency	Title	Adult	DW	Youth	Oth				
Inyo	Title I(B) Ad/DW/Y	X	X						
Mono	Title I(B) Ad/DW/Y	X	X				X		X
ETR	Title I(B) Adult	X					X	X	X
ETR	Title I(B) DW		X				X	X	X
ETR	Title I(B) Youth			X			X	X	X
ETR	Title I(D)167 MSFW	X		X			X	X	X
Job Corps	Title I(C) Job Corps	X		X		X	X	X	X
None	Title I(D)171 YouthBuild								
CIMC	Title I(D)166 Native American				X		X	X	X
KHSD	Title II Ad Educ Liter	X	X	X	X	X	X	X	X
DJUHSD	Title II AEL					X	X	X	X
MUSD	Title II AEL					X	X	X	X
WUHSD	Title II AEL					X	X	X	X
FIELD	Title II AEL	X	X	X	X	X	X	X	X
EDD	Title III Wagner-Peyser					X	X	X	X
DOR	Title IV Voc Rehab	X	X	X		X	X	X	X
EDD	TAA					X	X	X	X
EDD	Jobs for Veterans State Grants					X	X	X	X
EDD	UI					X			
DHS	CalWORKS					X		X	X
KHSD	Perkins Post-2nd	X	X	X		X	X	X	X
BC	Perkins Post-2nd					X	X	X	X
TC	Perkins Post-2nd					X	X	X	X
CCCC	Perkins Post-2nd					X	X	X	X
SER Jobs	Title V Older Americans Act					X	X	X	X
CAPK	CSBG					X			
HACK	E&T under HUD					X	X	X	X
LCCL	Second Chance Act					X	X	X	X
*Job Search Assistance (Resource Room)									
# - CIMC provides these services through its Eastern Sierra Field Office									

BASIC CAREER SERVICES		Intake	Labor Exchg, JSA*	Referral One-Stop Partner	Labor Market Info	Performance & Cost Info	Support Service Info	UI Info	Financial Aid Info
Agency	Title								
Inyo	Title I(B) Ad/DW/Y	X	X	X				X	
Mono	Title I(B) Ad/DW/Y	X	X	X	X	X	X	X	X
ETR	Title I(B) Adult	X	X	X	X	X	X	X	X
ETR	Title I(B) DW	X	X	X	X	X	X	X	X
ETR	Title I(B) Youth	X	X	X	X	X	X	X	X
ETR	Title I(D) 167 MSFW	X	X	X	X	X	X	X	X
Job Corps	Title I(C) Job Corps	X	X	X	X	X	X	X	X
None	Title I(D) 171 YouthBuild								
CIMC	Title I(D) 166 Native American	X	X	X	X		X	X	X
KHSD	Title II Ad Educ Liter	X	X	X	X	X	X		X
DJUHSD	Title II AEL	X	X	X	X	X	X	X	X
MUSD	Title II AEL	X	X	X	X	X	X	X	X
WUHSD	Title II AEL	X		X			X		X
FIELD	Title II AEL	X							X
EDD	Title III Wagner-Peyser		JSA/LE	X	X		X	X	
DOR	Title IV Voc Rehab	X		X	X	X	X		
EDD	TAA	X	JSA/LE	X	X		X	X	X
EDD	Jobs for Veterans State Grants	X	JSA/LE	X	X		X	X	
EDD	UI							X	
DHS	CalWORKS	X	X	X			X		
KHSD	Perkins Post-2nd	X	X	X	X	X	X		X
BC	Perkins Post-2nd		X	X	X	X	X		assist
TC	Perkins Post-2nd	X	X	X	X	X	X	X	X
CCCC	Perkins Post-2nd	X	X	X	X	X	X		X
SER Jobs	Title V Older Americans Act	X		X	X		X		
CAPK	CSBG						X		
HACK	E&T under HUD			X			X		assist
LCCL	Second Chance Act	X		X	X	X	X		X
*Job Search Assistance (Resource Room)									
# - CIMC provides these services through its Eastern Sierra Field Office									

INDIVIDUAL CAREER SERVICES		Compre- hensive Assess*	Career Plan Counsel	IEP or IPE**	Short Term Pre-Voca- tional***
Agency	Title				
Inyo	Title I(B) Ad/DW/Y	WorkKeys			
Mono	Title I(B) Ad/DW/Y	CASAS	X	IEP	
ETR	Title I(B) Adult	CASAS, WorkKeys	X	IEP	X
ETR	Title I(B) DW	CASAS, WorkKeys	X	IEP	X
ETR	Title I(B) Youth	CASAS, WorkKeys	X	IEP	
ETR	Title I(D) 167 MSFW	CASAS, WorkKeys	X	IEP	X
Job Corps	Title I(C) Job Corps	TABE	X	IEP	X
None	Title I(D) 171 YouthBuild				
CIMC	Title I(D) 166 Native American	COPSystem	X	X	X
KHSD	Title II Ad Educ Liter	CASAS	X	X	X
DJUHSD	Title II AEL	CASAS	X		X
MUSD	Title II AFL	CASAS	X		X
WUHSD	Title II AFL	CASAS	X		
FIELD	Title II AEL	CASAS	X	X	X
EDD	Title III Wagner-Peyser		X	X	
DOR	Title IV Voc Rehab	Fosters/Psych	X	IPE	Youth
EDD	TAA		X	Agency Plan	X
EDD	Jobs for Veterans State Grants		X	Agency Plan	
EDD	UI				
DHS	CalWORKS	Fosters	X	X	X
KHSD	Perkins Post-2nd	CASAS	X	X	X
BC	Perkins Post-2nd	WorkKeys 4 BC Students	X	X	X/Gen Pop
TC	Perkins Post-2nd	WorkKeys	X		X
CCCC	Perkins Post-2nd	CASAS	X	X	X
SER Jobs	Title V Older Americans Act	TABE	X	IEP	Job Training
CAPK	CSBG				
HACK	E&T under HUD			X (ITSP)	Refer
LCCL	Second Chance Act	Criminogenic Risk	X		X

INDIVIDUAL CAREER SERVICES		Intern-/Externship WEX	Out-of-Area Job Search	Financial Literacy	Access or teach ESL	Workforce Prep Title II Ad Educ Lit****
Agency	Title					
Inyo	Title I(B) Ad/DW/Y		X	X		X
Mono	Title I(B) Ad/DW/Y		X	X		X
ETR	Title I(B) Adult	contract out		TAY		
ETR	Title I(B) DW	contract out		SBDC		
ETR	Title I(B) Youth	contract out		X		
ETR	Title I(D)167 MSFW	contract out			X	
Job Corps	Title I(C) Job Corps	X	X	X	X	X
None	Title I(D)171 YouthBuild					
CIMC	Title I(D)166 Native American	X	X	X		X
KHSD	Title II Ad Educ Liter	X		X	ESL	X
DJUHSD	Title II AEL	X		X	X	X
MUSD	Title II AEL	X			X	X
WUHSD	Title II AEL				ESL	X
FIELD	Title II AEL	X		X	ESL	X
EDD	Title III Wagner-Peyser	X	X		Refer	Refer
DOR	Title IV Voc Rehab	X		X		
EDD	TAA	X	X	X	Refer	Refer
EDD	Jobs for Veterans State Grants		X			Refer
EDD	UI					
DHS	CalWORKS	X		X		
KHSD	Perkins Post-2nd	X		X	X	X
BC	Perkins Post-2nd	X	X	X	X	X
TC	Perkins Post-2nd	X	X	Fin.Aid.Counsel	X	X
CCCC	Perkins Post-2nd	X	X	X	X	X
SER Jobs	Title V Older Americans Act		X	X	Refer	Refer
CAPK	CSBG			X	Refer	Refer
HACK	E&T under HUD	X		X		
LCCL	Second Chance Act					
*Assessment: CASAS, WorkKeys						
**Individual Employment Plan or Individual Plan for Employment						
***Develop skills; Learning; communication; interviewing; personal maintenance; punctuality; professional conduct; prep unsubsidized employment or training (soft skills)						
****Acquire skills: basic academic; critical thinking; digital literacy; self-management; teamwork; utilize resources & information; understanding systems; acquire skills to successfully transition into and complete post secondary education or training and employment						
# - CIMC provides these services through its Eastern Sierra Field Office						
## - CAPK provides these services to Opportunity Youth in Bakersfield and Shafter as funding is available						

The above-referenced local agencies are the AJCC partners located in the Local Workforce Development Area (LWDA) which will provide access to programs, activities, and services, including virtual access when face-to-face interaction may endanger the health and safety of system users and staff. Services will also be offered at a comprehensive one-stop center within the LWDA. Attached hereto and incorporated herein as Exhibit "A" is the system map which identifies the locations of every comprehensive, affiliate and specialized AJCC within the LWDA.

Article IV. Phases of the MOU Development

The MOU development process took place in four phases. MOU Phase I addressed service coordination and collaboration amongst the AJCC Partners. MOU Phase II addressed how to function and fiscally sustain the unified system described in MOU Phase I through the use of resource sharing and joint infrastructure costs for the Comprehensive AJCC One-Stop Centers. MOU Phase II – Affiliate and Specialized AJCCs addressed how to function and fiscally sustain the unified system described in Phase I through the use of resource sharing and joint infrastructure costs for the Affiliate and Specialized AJCC One-Stop Centers. KIM WDB MOU consolidated all of the above-referenced MOUs and addressed how to function and fiscally sustain the unified system described in through the use of resource sharing and joint infrastructure costs for the Comprehensive, Affiliate and Specialized AJCC One-Stop Centers.

For this MOU, the KIM WDB has updated and renewed the KIM WDB MOU that addresses shared customers, services and costs.

Article V. Local AJCC One-Stop Delivery System

The purpose of the AJCC One-Stop delivery system is to bring together workforce development, education and other resource services in a seamless, customer-focused network of providers, thereby enhancing customer access. The goal is to improve long-term employment outcomes for individuals receiving assistance. The AJCC Partners administer separately funded programs as a set of integrated streamlined services to customers.

The KIM WDB manages fourteen (14) AJCCs throughout Kern, Inyo and Mono Counties. The KIM WDA has three (3) Comprehensive, nine (9) Affiliate, and two (2) Specialized AJCCs, also known as One-Stop Centers that are designed to provide a full range of assistance to job seekers and businesses. Many of these AJCCs were established under the Workforce Investment Act of 1998 and continued by the Workforce Innovation and Opportunity Act.

A. Comprehensive AJCC One-Stop Centers

These three (3) Comprehensive AJCC One-Stop Centers in the KIM WDA are located as follows:

- a. Southeast Bakersfield AJCC (SE-AJCC) is located at 1600 E. Belle Terrace in Bakersfield, California. The SE-AJCC consists of four (4) colocated AJCC Partners.

- b. Delano AJCC (Delano-AJCC) is temporarily located at 707 Main Street, Suite 4 in Delano, California. The Delano AJCC consists of four (4) colocated AJCC Partners.
- c. Ridgecrest AJCC (Ridgecrest-AJCC) is located at 540 Perdew Avenue, Suite B2, in Ridgecrest, California. The Ridgecrest AJCC consists of four (4) colocated AJCC partners, including EDD which is providing virtual service delivery.

B. Affiliate AJCC One-Stop Centers

These nine (9) Affiliate AJCC One-Stop Centers in the KIM WDA are located as follows:

- a. Oildale AJCC (AJCC - Oildale) is located at 1129 Olive Drive, Suite H, in Bakersfield, Kern County, California. The AJCC – Oildale consists of one (1) AJCC Partner, including and limited to, Employers’ Training Resource.
- b. Shafter AJCC (AJCC - Shafter) is located at 115 Central Valley Highway in Shafter, Kern County, California. The AJCC – Taft consists of one (1) AJCC Partner, including and limited to, Employers’ Training Resource (ETR). On June 22, 2015, ETR and the Department of Human Services (DHS) entered into a Memorandum of Understanding for Job Placement Services relative to this AJCC – Shafter, wherein DHS is required to provide space for one (1) employee of ETR assigned to perform the job placement activities outlined in said MOU and staff the Resource Room in the affiliate AJCC One-Stop Center. A copy of the Memorandum of Understanding for Job Placement Services is attached hereto as Exhibit “B”.
- c. Taft AJCC (AJCC - Taft) is located at 119 North 10th Street in Taft, Kern County, California. The AJCC – Taft consists of one (1) AJCC Partner, including and limited to, ETR.
- d. Lake Isabella AJCC (AJCC – Lake Isabella) is located at 6500 Lake Isabella Boulevard, Suite E-3 in Lake Isabella, Kern County, California. The AJCC – Lake Isabella consists of one (1) AJCC Partner, including and limited to, ETR.
- e. Lamont AJCC (AJCC - Lamont) is located at 8300 Segrue Road in Lamont, Kern County, California. The AJCC – Lamont consists of one (1) AJCC Partner, including and limited to, ETR. On June 22, 2015, ETR and the Department of Human Services (DHS) entered into a Memorandum of Understanding for Job Placement Services relative to this AJCC – Lamont One-Stop Center, wherein DHS is required to provide space for one (1) employee of ETR assigned to perform the job placement activities outlined in said MOU and staff the Resource Room in the affiliate AJCC One-Stop Center.
- f. Mojave AJCC (AJCC - Mojave) is located at 2300 Highway 58 in Mojave, Kern County, California. The AJCC – Mojave consists of one (1) AJCC Partner, including and limited to, ETR.

- g. Walker AJCC (AJCC – Walker) is located at 107384 Highway 395 in Walker, Mono County, California. The AJCC – Walker consists of one (1) AJCC Partner, including and limited to, Mono County Social Services Department which receives monies from ETR to perform Title I (B) Adult, Dislocated Worker, and Youth program and services.
- h. Mammoth Lakes AJCC (AJCC – Mammoth Lakes) is located at 1290 Tavern Toad, Suite 229 in Mammoth Lakes, Mono County, California. The AJCC – Mammoth Lakes consists of one (1) AJCC Partner, including and limited to, Mono County Social Services Department which receives monies from ETR to perform Title I (B) Adult, Dislocated Worker, and Youth program and services.
- i. Inyo AJCC (AJCC - Inyo) is located at 1360 N. Main Street in Bishop, Inyo County, California. The AJCC – Inyo consists of one (1) AJCC Partner, including and limited to, Inyo County Department of Health and Human Services which receives monies from ETR to perform Title I (B) Adult and Dislocated Worker program and services.

C. Specialized AJCC One-Stop Centers

The KIM WDB has established two (2) Specialized One-Stop Centers in the WDA. One of the specialized One-Stop centers was formally located at the Beale Library and named EPIC@The Beale. The EPIC@The Beale has moved and is no longer associated with the Beale Library. The name has been modified to the EPIC to reflect this change and specializes in targeting Opportunity Youth, formally referred to as Disconnected Youth. The other specialized AJCC One-Stop center was formally named the Back-to-Work Center, but has been relocated and renamed the Business Center which was established specifically to respond to a large localized layoffs. Kern County has seen significant layoffs in a variety of industries over the years, particularly during the recent COVID pandemic. These specialized AJCC one-stop centers do not provide access to every required Partner, but has a way to make referrals to AJCC Partners in the comprehensive, affiliate and specialized AJCC One-Stop centers. The specialized one-stop centers have access to the referral system to make sure that services were provided after the referral. These specialized AJCC one-stop centers serve the needs of Kern County by providing dedicated locations where (i) rapid response and layoff aversion activities can be facilitated concurrently with services for re-connecting dislocated workers with opportunities for employment, and (ii) young people can find the support they need to be successful. These two (2) Specialized AJCC One-Stop Centers are located as follows:

- a. Business Center AJCC (AJCC – Business Center) is located at 1129 Olive Drive, Suites C & D, in Bakersfield, Kern County, California. The AJCC – Business Center consists of one (1) AJCC Partner, including and limited to, ETR.
- b. EPIC AJCC (AJCC – EPIC) is located at 2211 H Street, in Bakersfield, Kern County. The AJCC – EPIC consists of one (1) AJCC Partner, including and limited to, ETR.

Article VI. Terms and Conditions

A. AJCC Partner Services:

At a minimum, the AJCC Partners will make the below services available, as applicable to the program, consistent with and coordinated via the Comprehensive AJCC One-Stop Centers. Additional WIOA services may be provided on a case-by-case basis and with the approval of the KIM WDB.

BUSINESS SERVICES		
Consistent with and coordinated through the AJCC Network System		
Serve as a single point of contact for businesses, responding to all requests in a timely manner	Provide information and services related to Unemployment Insurance taxes and claims	Assist with disability and communication accommodations, including job coaches
Conduct outreach regarding Local workforce system's services and products	Conduct on-site Rapid Response activities regarding closures and downsizings; and Layoff aversion	Develop On-the-Job Training (OJT) contracts, incumbent worker contracts, or pay-for-performance contract strategies
Provide access to labor market information	Provide customized recruitment and job applicant screening, assessment and referral services	Provide employer and industry cluster-driven Occupational Skills Training through Individual Training Accounts with eligible training providers
BUSINESS SERVICES		
Consistent with and coordinated through the AJCC Network System		
Assist with the interpretation of labor market information	Conduct job fairs	Develop customized training opportunities to meet specific employer and/or industry cluster needs
Use of one-stop center facilities for recruiting and interviewing job applicants	Consult on human resources issues	Coordinate with employers to develop and implement layoff aversion strategies
Post job vacancies in the state labor exchange system and take and fill job orders	Provide information regarding disability awareness issues	Provide incumbent worker upgrade training through various modalities

BUSINESS SERVICES		
Consistent with and coordinated through the AJCC Network System		
Provide information regarding workforce development initiatives and programs	Provide information regarding assistive technology and communication accommodations	Develop, convene, or implement industry or sector partnerships

JOB SEEKER SERVICES		
Basic Career Services	Individualized Career Services	Training
Outreach, intake and orientation to the information, services, programs, tools and resources available through the Local workforce system	Comprehensive and specialized assessments of skills levels and service needs	Occupational skills training through Individual Training Accounts (ITAs)
Initial assessments of skill level(s), aptitudes, abilities and supportive service needs	Development of an individual employment plan to identify employment goals, appropriate achievement objectives, and appropriate combination of services for the customer to achieve the employment goals	Adult education and literacy activities, including English language acquisition (ELA), provided in combination with the training services described above
Job search and placement assistance (including provision of information on in-demand industry sectors and occupations and non-traditional employment)	Referral to training services	On-the-Job Training (OJT)
Access to employment opportunity and labor market information	Group counseling	Incumbent Worker Training
Performance information and program costs for eligible providers of training, education, and workforce services	Literacy activities related to work readiness	Programs that combine workplace training with related instruction which may include cooperative education
Information on performance of the local workforce system	Individual counseling and career planning	Training programs operated by the private sector

JOB SEEKER SERVICES		
Basic Career Services	Individualized Career Services	Training
Information on the availability of supportive services and referral to such, as appropriate	Case management for customers seeking training services; individual in and out of area job search, referral and placement assistance	Skill upgrading and retraining
Information and meaningful assistance on Unemployment Insurance claim filing	Work experience, transitional jobs, registered apprenticeships, and internships	Entrepreneurial training
Determination of potential eligibility for workforce Partner services, programs, and referral(s)	Workforce preparation services (e.g., development of learning skills, punctuality, communication skills, interviewing skills, personal maintenance, literacy skills, financial literacy skills, and professional conduct) to prepare individuals for unsubsidized employment or training	Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training
Information and assistance in applying for financial aid for training and education programs not provided under WIOA	Post-employment follow-up services and support	Other training services as determined by the workforce partner's governing rules

YOUTH SERVICES	
Tutoring, study skills training, instruction, and evidence based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential.	Alternative secondary school services, or dropout recovery services, as appropriate.

YOUTH SERVICES	
Paid and unpaid work experiences that have as a component academic and occupational education, which may include: Summer employment opportunities and other employment opportunities available throughout the school year, pre-apprenticeship programs, internships and job shadowing, and on-the-job training opportunities.	Occupational skill training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the local area involved.
Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster.	Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate.
Supportive services.	Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 month.
Follow-up services for not less than 12 months after the completion of participation, as appropriate.	Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate.
Financial literacy education.	Entrepreneurial skills training.
Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services.	Activities that help youth prepare for and transition to postsecondary education and training.

B. Training Services

Through the AJCC One-Stop system, individuals interested in training will be evaluated by ETR, Client Services Division, or its subgrantee(s) to determine whether or not they are in need of training, and if they possess the skills and qualifications needed to participate successfully in the training program in which they express an interest. Training services must be directly linked to occupations that are in demand in the local area or in another area to which the individual receiving services is willing to relocate.

Training Services include, but are not limited to, the following:

1. Occupational skills training, including training for nontraditional employment;
2. On-the-job training (OJT);
3. Incumbent worker training;

4. Programs that combine workplace training with related instruction, which may include cooperative education programs;
5. Training programs operated by the private sector;
6. Skills upgrading and retraining;
7. Entrepreneurial training;
8. Transitional jobs (Work Experience);
9. Job readiness training provided in combination with another training service.
10. Adult education and literacy activities, including activities of English language acquisition and integrated education and training programs, provided concurrently or in combination with another training service;
11. Customized Job Training (CJT) conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training; and/or
12. Other trainings available through the AJCC Partners.

C. Follow-up Services

Counseling is available by any of the AJCC Partners for the workplace for Adult, Dislocated Workers and Youth participants in workforce development activities who are placed in unsubsidized employment for up to twelve (12) months after the first day of employment.

D. Equity and Inclusion Statement

All AJCC Partners recognize and understand the diverse nature of the residents of Kern, Inyo and Mono Counties. As services are provided, the partnerships will be working toward increasing equity and inclusion of underrepresented groups. Underrepresented groups may include low-income individuals, immigrants, the unhoused or housing insecure, minority populations, Veterans, English language learners, people with disabilities, justice involved individuals, and residents of disadvantage communities.

E. Access for Individuals with Barriers to Employment

All AJCC Partners agree to prioritize services as outlined under WIOA for adult and dislocated worker and for individuals with barriers to employment. The AJCC Partners agree that “Access” to programs and services means having:

1. Program staff physically present at the location;
2. Having AJCC Partner program staff physically present that are trained to provide information to customers about the programs, services, and activities available through AJCC Partner programs;
3. When available, providing direct linkage through technology (virtually) to program staff who can provide meaningful information and/or services; and/or
4. Providing access to adults with barriers to employment including those with the following barriers as defined in WIOA: displaced homemakers; Indians, Alaskan Natives

and Native Hawaiians; individuals with disabilities including youth with disabilities; older individuals; ex-offenders; homeless individuals; youth who are in or have aged out of the foster care system; individuals who are English language learners, individuals with low levels of literacy and individuals facing cultural barriers; eligible migrant and seasonal farmworkers; individuals within two years of exhausting lifetime eligibility under TANF; single parents to include single pregnant women; and long-term unemployed individuals.

AJCC Partners commit to offer priority of services to recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient when providing individualized career services and training services with WIOA adult funds. Priority of service status is established at the time of eligibility determination and does not change during the period of participation. Priority does not apply to the dislocated worker population.

Veterans and eligible spouses continue to receive priority of service among all eligible individuals; however, they must meet the WIOA adult program eligibility criteria and meet the criteria under WIOA Section 134(c)(3)(E).

“Direct linkage” means providing direct connection at the AJCC one-stop, within a timely manner, by phone, in person or through a real-time Web-based communication to a program staff member who can provide program information or services to the customer.

Services provided through technology must be meaningful, available in a timely manner and not simply a referral to additional services at a later date or time.

The KIM WDB will ensure that information on the availability of basic career services is accessible at all AJCC one-stop physical locations and access points, including electronic access points, regardless of where individuals initially enter the local one-stop system.

The AJCC Partners agree that:

- i. “Registration” is the point at which information that is used in performance information (Core programs, i.e. Title I-IV) begins to be collected.
- ii. “Participation” is the point at which the customer has been determined eligible for program services and has received or is receiving a WIOA service, such as individual career services, and is the point at which they will be included in the performance calculation for the primary indicator.
- iii. The difference between registration and participation: Individuals who are primarily seeking information are not treated as participants and their self-service or informational search (service) requires no registration. When a customer seeks more than minimal assistance from staff in taking the next steps towards self-sufficient employment, the person must be registered and eligibility must be determined.

F. Methods for Referring Customers

The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. The KIM WDB and AJCC Partners developed a flow chart to describe the referral system which is attached hereto and incorporated herein as Exhibit "C". In order to facilitate such a system, AJCC Partners agree to:

1. Familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the Partners' programs represented in the KIM WDA's AJCC Network,
2. Develop materials summarizing their program requirements and making them available for AJCC Partners and customers,
3. Develop and utilize common intake, eligibility determination, assessment, and registration forms,
4. Provide substantive referrals – in accordance with the AJCC Referral Policy – to customers who are eligible for supplemental and complementary services and benefits under AJCC Partner programs,
5. Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys,
6. Commit to robust and ongoing communication required for an effective referral process, and
7. Commit to actively following-up on the results of referrals and assuring that AJCC Partner resources are being leveraged at an optimal level.

G. Shared Technology and System Security

1. AJCC Partners agree that the use of high-quality, integrated data is essential to inform decisions made by policymakers, employers, and job seekers. Additionally, it is vital to develop and maintain an integrated case management system, as appropriate, that informs customer service throughout customers' interaction with the integrated system and allows information collected from customers at intake to be captured once. AJCC Partners further agree that the collection, use, and disclosure of customers' personally identifiable information (PII) is subject to various requirements set forth in Federal and State privacy laws.
2. AJCC Partners acknowledge that the execution of this MOU, by itself, does not function to satisfy all of these requirements.

3. All data, including customer PII, collected, used, and disclosed by AJCC Partners will be subject to the following:
 - a. Customer PII will be properly secured in accordance with the Local WDB's policies and procedures regarding the safeguarding of PII.
 - b. The collection, use, and disclosure of customer education records, and the PII contained therein, as defined under FERPA, shall comply with FERPA and applicable State privacy laws.
 - c. All confidential data contained in Unemployment Insurance (UI) wage records must be protected in accordance with the requirements set forth in 20 CFR part 603.
 - d. All personal information contained in Vehicle Registration (VR) records must be protected in accordance with the requirements set forth in 34 CFR 361.38.
 - e. Customer data may be shared with other programs, for those programs' purposes, within the AJCC network only after the informed written consent of the individual has been obtained, where required.
 - f. Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations.
 - g. All data exchange activity will be conducted in machine readable format, such as HTML or PDF, for example, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 (d)).
 - h. All Comprehensive AJCC One-Stop Centers and staff of AJCC Partners will be trained in the protection, use, and disclosure requirements governing PII and any other confidential data for all applicable programs, including FERPA-protected education records, confidential information in UI records, and personal information in VR records.

Article VII. Roles and Responsibilities of AJCC Partners

- A. The AJCC Partners to this agreement will work closely together to ensure that all Comprehensive AJCC One-Stop Centers are high performing work places with staff who will ensure quality of service.
 1. All AJCC Partners to this Agreement shall comply with the following:
 - a. Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016),

- b. Title VI of the Civil Rights Act of 1964 (Public Law 88-352),
- c. Section 504 of the Rehabilitation Act of 1973, as amended,
- d. The Americans with Disabilities Act of 1990 (Public Law 101-336),
- e. The Jobs for Veterans Act (Public Law 107-288) pertaining to priority of service in programs funded by the U.S. Department of Labor,
- f. Training and Employment Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188,
- g. The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99),
- h. Confidentiality requirements governing the protection and use of personal information held by the VR agency (34 CFR 361.38),
- i. The confidentiality requirements governing the use of confidential information held by the State UI agency (20 CFR part 603),
- j. The above provisions require, in part, that no persons in the United States shall, on the grounds of race, color, national origin, sex, sexual orientation, gender identity and/or expression, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, services or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination,
- k. All amendments to each, and
- l. All requirements imposed by the regulations issued pursuant to these acts.

2. Additionally, all AJCC Partners shall:

- a. Collaborate and reasonably assist each other in the development of necessary service delivery protocols for the services outlined in the AJCC Partner Services section above,
- b. Agree that the provisions contained herein are made subject to all

applicable federal and state laws, implementing regulations, and guidelines imposed on either or all Parties relating to privacy rights of customers, maintenance of records, and other confidential information relating to customers,

- c. Agree that all equipment and furniture purchased by any party for purposes described herein shall remain the property of the purchaser after the termination of this agreement,
- d. Commit to cross-training of staff, as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement,
- e. When applicable, shall include “A proud partner of the American Job Center of California” on any products, programs, activities, services, facilities, and materials used by the combined AJCC partnership of the one-stop system, and
- f. Promote system integration to the maximum extent feasible through:
 - i. Effective communication, information sharing to the extent allowed by state or federal laws, and collaboration with the One-Stop Operator and/or AJCC Partners,
 - ii. Joint planning, policy development, and system design processes,
 - iii. Commitment to the joint mission, vision, goals, strategies, and performance measures,
 - iv. The design and use of common intake, assessment, referral, and case management processes,
 - v. The use of common and/or linked data management systems and data sharing methods, including, Management Information System (MIS) CalJOBS, as appropriate and/or allowable under the AJCC Partner’s state and/or federal funding,
 - vi. Leveraging of resources, including other public agency and non-profit organization services,
 - vii. Making reasonable efforts to participate in a continuous improvement process designed to boost outcomes and increase customer satisfaction,

- viii. Making reasonable efforts to participate in regularly scheduled Partner meetings to exchange information in support of the MOU and encourage program and staff integration, and
- ix. Collaborating and partnering in grants that benefit the LWDA.

Article VIII. Roles and Responsibilities of the KIM WDB

- A. The KIM WDB ensures the workforce-related needs of employers, workers, and job seekers in the KIM WDA are met, to the maximum extent possible with available resources. The KIM WDB will, at a minimum:
 - a. In collaboration and partnership with the CLEO and other applicable AJCC Partners within the planning area, develop the strategic local vision, goals, objectives, and workforce-related policies,
 - b. In cooperation with the CLEO, design and approve the AJCC Network structure. This includes, but is not limited to: adequate, sufficient, and accessible AJCC Network for all employers, workers, and job seekers,
 - c. Provide sufficient types of providers of career and training services (including eligible providers with expertise in assisting individuals with disabilities and eligible providers with expertise in assisting adults in need of adult education and literacy activities),
 - d. In collaboration with the CLEO, designate through a competitive process, procure, oversee, monitor, implement corrective action, and, if applicable, terminate the One-Stop Operator,
 - e. Determine the role and responsibilities of the One-Stop Operator, and
 - f. Review and evaluate performance of the One-Stop Operator.

Article IX. Roles and Responsibilities of the One-Stop Operator

- A. The One-Stop Operator's roles and responsibilities include the following:
 - 1. In conjunction with ETR's oversight and designated administrative staff at ETR, the One-Stop Operator will coordinate the implementation of this MOU, which includes, resource sharing and Infrastructure Funding Agreements (IFA);
 - 2. The convening and facilitation of quarterly AJCC Partner meetings and monthly operational meetings that focus on systems alignment, process improvement and building value added collaboration amongst AJCC partners;

3. The One-Stop Operator will act as a liaison between the KIM WDB and the AJCC Partners and as such will be required to attend meetings of WDB and its Executive Committee to receive direction and to report on progress no less than four times annually;
 4. The One-Stop Operator will perform quarterly customer satisfaction surveys of the colocated AJCC Partners located at the comprehensive AJCC one-stop centers and report its findings to the WDB and its Executive Committee by attending their meetings no less than four times annually; and
 5. Any other assigned duties consistent with the WIOA and related regulations, directives, policies procedures and amendments issued pursuant thereto.
- B. In accordance with WIOA, the One-Stop Operator shall not perform the following functions:
1. Convene system stakeholders to assist in the development of the local plan;
 2. Prepare and submit local plans (as required under sec. 107 of WIOA);
 3. Be responsible for oversight of itself;
 4. Manage or significantly participate in the competitive selection process for one-stop operators;
 5. Select or terminate one-stop operator, career services, and youth providers;
 6. Negotiate local performance accountability measures; and
 7. Develop and submit budget for activities of the KIM WDB.

Article X. Outreach

The KIM WDB and its AJCC Partners will develop and implement a strategic outreach plan that will include, at a minimum the following:

- a. Specific steps to be taken by each AJCC Partner,
- b. An outreach and recruitment plan to the region's job seekers, including targeted efforts for populations most at-risk or most in need,

- c. An outreach and recruitment plan for out-of-school youth,
- d. Sector strategies and career pathways,
- e. Connections to registered apprenticeship,
- f. Regular use of social media, and
- g. Clear objectives and expected outcomes.

Article XI. Accessibility

Accessibility to the services provided by the Comprehensive, Affiliate and/or Specialized AJCC One-Stop Centers (collectively, referred to as "AJCC One-Stop Centers") and all AJCC Partners is essential to meeting the requirements and goals of the KIM WDB. Job seekers and businesses must be able to access all information relevant to them through visits to physical locations, as well as, in virtual spaces, regardless of gender, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or federal law.

- A. **Physical Accessibility.** The Comprehensive One-Stop Operator and colocated AJCC Partners shall ensure that AJCC One-Stop Centers will maintain a culture of inclusiveness and the physical characteristics of the facility, both indoor and outdoor and will meet the requirements as contained in Section 188 of the WIOA and the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016) and the Americans with Disabilities Act (ADA). The AJCC One-Stop Centers may close if local or state government deems such action to be necessary for public safety.
- B. **Virtual Accessibility.** The KIM WDB will work with the California Workforce Development Board (CWDB) and the Employment Development Department to ensure that job seekers and businesses have access to the same information online as they do in a physical facility through CalJOBSSM. Information must be clearly marked and compliant with Section 508 of the U.S. Department of Health and Human Services code. AJCC Partners will comply with the Plain Writing Act of 2010 which requires that federal agencies use "clear Government communication that the public can understand and use" and all information kept virtually will be updated regularly to ensure dissemination of correct information. The AJCC Partners will maintain their own web presence via a website and agree to post content about other AJCC Partners on their own website when applicable, as an in-kind contribution to the AJCC Network.
- C. **Communication Accessibility.** Communications access, for purposes of this MOU, means that individuals with sensory disabilities can communicate (and be communicated with) on an equal footing with those who do not have such disabilities. All AJCC Partners agree that they will provide accommodations for individuals who have communication

challenges, including, but not limited to, individuals who are deaf and hard of hearing, individuals with vision impairments, and individuals with speech-language impairments.

- D. **Programmatic Accessibility.** All AJCC Partners agree that they will not discriminate in their employment practices or services on the basis of gender, gender identity and/or expression, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or federal law. AJCC Partners must assure that they have policies and procedures in place to address these issues, and that such policies and procedures have been disseminated to their employees and otherwise posted as required by law. AJCC Partners further assure that they are currently in compliance with all applicable state and federal laws and regulations regarding these issues. All AJCC Partners will cooperate with compliance monitoring that is conducted at the local level to ensure that all AJCC programs, services, technology, and materials are physically and programmatically accessible and available to all. Additionally, the colocated AJCC Partners agree that their staff members will be trained to provide services to all, regardless of range of abilities, mobility, age, language, learning style, or comprehension or education level. An interpreter, including an American Sign Language (ASL) interpreter will be provided in real time or, if not available, within two (2) business days after a request is made by an AJCC Partner for any customer with a language or hearing barrier. Per current policy, the requesting AJCC Partner shall be responsible for paying for the costs associated with providing an interpreter. Assistive devices, such as screen-reading software programs (e.g., JAWS and DRAGON) and assistive listening devices shall be available to ensure physical and programmatic accessibility within the AJCC Network. Due to the limited space in the Comprehensive AJCC One-Stop Centers, the colocated AJCC Partners agree to share in the costs of a cubicle at each Comprehensive AJCC One-Stop Center to allow the necessary privacy for people with disabilities to use certain assistive devices and equipment, including, but not limited to, Sorenson Communications' ntouch® VP2.

Article XII. Administrative and Operations Management - Day to Day Operations

The AJCC Coordinator, appointed by the consortium of AJCC Partners, coordinates the activities for the AJCC, including resolving the day-to-day operational issues. The AJCC Coordinator will work with designated AJCC Partner manager(s) and supervisor(s) to ensure operational success.

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

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

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

Article XIII. Press Releases and Communications

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

Article XIV. Resource Sharing/Infrastructure Funding

A. KIM AJCC Resource Sharing/Infrastructure Requirements.

- 1. WIOA 121(c)(A)(ii) requires that the funding arrangements for services and operating costs of the KIM service delivery system must be described in this MOU.
- 2. The methodologies described herein must be allowable under each AJCC Partner's respective program and under all applicable federal and state laws and regulations, including the Office of Management and Budget (OMB) Circulars applicable to each AJCC Partner's type of organization. The MOU is required to identify:
 - a. The shared KIM AJCC costs.
 - b. The methodologies that will be used to determine each AJCC Partner's fair share of the KIM AJCC costs.
 - c. The methodologies that will be used to allocate each AJCC Partner's fair share of the costs across specific cost categories.
 - d. The method(s) each AJCC Partner will use to fund its fair share of the shared costs, which may include cash contributions, contributions of staff time, equipment, and/or other resources, or in-kind contributions from a third party.

3. The colocated AJCC Partners met to discuss apportionment of infrastructure costs on a pro rata share basis and agreed upon three methodologies to determine infrastructure costs, as follows:
 - (i) Exclusive Area: Space available to and occupied exclusively by one colocated AJCC Partner;
 - (ii) Shared Area: Space available to and occupied by two or more colocated AJCC Partners; and
 - (iii) Common Area: All areas of the Property other than the space available to and occupied exclusively by one colocated AJCC Partner or space shared by two or more colocated AJCC Partners that is used for the benefit of all colocated AJCC Partners, including, but not limited to, kitchen, bathrooms, storage areas, Resource Room, computer room, passageways, hallways, and similar areas. Such an approach incorporates a reasonable, and equitable apportionment of the one-stop infrastructure costs.
4. The State requires each and every Comprehensive, Affiliate and Specialized AJCC One-Stop Centers to be independently and objectively evaluated every three (3) years to ensure that the LWDA has a network of high-quality and effective AJCCs (WIOA Section 121(g)). The last evaluation was completed on December 31, 2021 (EDD Directive WSD20-8). There are two levels of AJCC certification for the Comprehensive AJCC One-Stop Centers which are: AJCC Certification Baseline Criteria Matrix and AJCC Certification Indicator Assessment. The AJCC Certification Baseline Criteria Matrix is intended to ensure that the AJCC is in compliance with key WIOA statutory and regulatory requirements. The AJCC Certification Indicator Assessment identifies where an AJCC may be exceeding quality expectations, as well as areas where improvement(s) is/are needed. The colocated AJCC Partners agree that in order to meet the AJCC Certification Baseline Criteria Matrix and/or AJCC Certification Indicator Assessment for each Comprehensive, Affiliate and Specialized AJCC One-Stop Centers in the LWDA, colocated AJCC Partners must perform certain infrastructure purchases during each fiscal year. The infrastructure purchases for each Comprehensive, Affiliate and Specialized AJCC One-Stop Centers, include and are limited to, exterior signage, assistive technology devices to ensure equal access and opportunities for individuals with disabilities, and new computers and upgrading computer software in the Resource Room. This list is not exhaustive and is intended as a guide. Additional equipment purchases identified by any of the colocated AJCC Partners will be made with the consent and approval of all of the colocated AJCC Partners.

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B. Network of Comprehensive AJCCs.

1. Each AJCC Partner that carries out a program or activities within a Comprehensive AJCC One-Stop Center must use a portion of the funds available for their program and activities to help maintain the One-Stop Delivery System, including proportional payment of the Infrastructure Costs of the Comprehensive AJCC One-Stop Center.
 - a. If it has been determined that a AJCC Partner is receiving a benefit from the Comprehensive AJCC One-Stop Center, the amount of funds each AJCC Partner is required to contribute must be based on their proportionate use of the Comprehensive AJCC One-Stop Center.
 - b. The amount to be paid by the AJCC Partner for its proportionate share must be in compliance with the federal statute authorizing its program and Uniform Guidance.
 - c. All non-colocated AJCC Partners shall pay their proportionate share of infrastructure costs as soon as sufficient data becomes available to make such a determination.
 - e. WIOA emphasizes customer choice, job-driven training, provider performance, and continuous improvement. The quality and selection of providers and programs of training services is vital to achieving these core principles.
 - f. The parties to this agreement recognize the many benefits to our customers in the collaboration and integration of seamless service and have participated in the development and operation of a One-Stop system doing business as the AJCC.

Article XV. Indemnification

All Parties to this MOU recognize the Partnership consists of various levels of government, not-for-profit, and for-profit entities. Each party to this agreement shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No AJCC Partner assumes any responsibility for any other party for the consequences of any act or omission of any third party. The Parties acknowledge the KIM WDB and Comprehensive AJCC One-Stop Operator have no responsibility and/or liability for any negligent actions of any of the other AJCC Partners' employees, agents, and/or assignees. Likewise, the AJCC Partners have no responsibility and/or liability for any negligent actions of the KIM WDB and Comprehensive AJCC One-Stop Operator's employees, agents, and/or assignees.

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Article XVI. Termination

The AJCC Partners understand that implementation of the AJCC system is dependent on the good faith effort of every AJCC Partner to work together to improve services to the community. The AJCC Partners also agree that this is a project where different ways of working together and providing services are being tried. This MOU will remain in effect until the end date specified in the Effective Period as indicated in Article XVI below, unless:

- a. All Parties mutually agree to terminate this MOU prior to the end date.
- b. Federal oversight agencies charged with the administration of WIOA are unable to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this MOU succeeding the first fiscal period. Any party unable to perform pursuant to MOU due to lack of funding shall notify the other Parties as soon as the party has knowledge that funds may be unavailable for the continuation of activities under this MOU.
- c. WIOA is repealed or superseded by subsequent federal law.
- d. Local area designation is changed under WIOA.
- e. A party breaches any provision of this MOU and such breach is not cured within thirty (30) days after receiving written notice from the Chair of the KIM WDB Chair (or designee) specifying such breach in reasonable detail. In such event, the non-breaching party(s) shall have the right to terminate this MOU by giving written notice thereof to the party in breach, upon which termination will go into effect immediately.

In the event of termination, the Parties to this MOU must convene within thirty (30) days after the breach of the MOU to discuss the formation of the successor MOU. At that time, allocated costs must be addressed and agreed to by the Parties.

Any party may request to terminate its inclusion in this MOU by following the modification process identified in Article XVII below.

Article XVII. Grievances and Complaints Procedure

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

In addition, the AJCC Partners will offer the best customer service possible by attempting to resolve customer issues as quickly as possible. If AJCC Partner's staff is not able to resolve the issue, they should bring the customer's issue to the attention of their supervisor or an AJCC Partner's supervisor at their location. If the supervisor is not able to resolve the issue, the next

highest level employee (i.e., Deputy Director or equivalent position) may be asked to assist. After those attempts to resolve an issue for the customer are made, the customer may still not be satisfied. Filing a formal complaint/grievance is the final step in good customer service.

Any person(s) filing a complaint concerning an AJCC Partner of the local One-Stop will first submit that complaint to that AJCC Partner utilizing the procedures of that agency.

Participants will first utilize procedures, if available to them, at the employer/training agency level. If the employer does not have a grievance/complaint procedure, the procedures under Title 20 Code of Federal Regulations (CFR) Part 667.600, and Title 29 CFR 37 will be used.

The person filing a complaint shall be free from restraint, coercion, reprisal, or discrimination.

Article XVIII. Effective Date, Term and Renewal of MOU

- A. The effective date of this MOU is on July 1, 2022. The term of this MOU is from July 1, 2022 to June 30, 2025, unless it is terminated earlier as provided herein, and shall supersede in its entirety the MOU Phase I, MOU Phase II, and MOU Phase II – Affiliate and Specialized AJCC One-Stop Centers, and WIOA MOU entered into previously by and between the participating AJCC Partners, the KIM WDB, and CLEO.
- B. The MOU is of no force or effect until signed by CLEO and an authorized representative of the KIM WDB.
- C. The MOU will be reviewed annually and renewed not less than once every 3-year period to ensure appropriate funding and delivery of services, and identify any substantial changes that have occurred.

Article XIX. Modifications and Revisions

This MOU constitutes the entire agreement between the AJCC Partners and no oral understanding not incorporated herein shall be binding on any of the AJCC Partners hereto. This MOU may be modified, altered, or revised, as necessary, by mutual consent of all of the AJCC Partners, by the issuance of a written amendment, signed and dated by the AJCC Partners. In addition, the Infrastructure Funding Agreements may be modified and/or updated yearly by the colocated AJCC Partners without having to modify the MOU.

Article XX. Dispute Resolution

The AJCC Partners agree to try to resolve policy or practice disputes at the lowest level, starting with the site supervisor(s) and staff. If the issue(s) cannot be resolved at this level, they shall be referred to the AJCC Partner's management staff of the respective staff employer, for discussion and resolution. The AJCC Partner's management staff's decision regarding the resolution of the issue(s) shall be final.

Article XXI. Hold Harmless/Indemnification/Liability

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

Article XXII. Notice

All notices required or permitted to be given by any party to this MOU shall be deemed tendered upon personal delivery to the all of other AJCC Partners or three (3) days after being deposited in the United States mail, postage prepaid, first class mail addressed to the other Partners at the addresses contained herein or to such other address as the AJCC Partners may provide by written notice tendered in accordance herewith.

Article XXIII. Comprehensive AJCC One-Stop Operating Budget

The purpose of this Article is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the KIM WDA's Comprehensive AJCC One-Stop Centers. The Parties to this MOU agree that joint funding is a necessary foundation for an integrated service delivery system. The goal of the operating budget is to develop a funding mechanism that:

- a. Establishes and maintains the Local workforce delivery system at a level that meets the needs of the job seekers and businesses in the LWDA,
- b. Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among AJCC Partners (thereby improving each program's effectiveness),
- c. Reduces overhead costs for any one AJCC Partner by streamlining and sharing financial, procurement, and facility costs, and
- d. Ensures that costs are appropriately shared by the AJCC's Partners by determining contributions based on the proportionate use of the one-stop centers and relative benefits received, and requiring that all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statutes and all other applicable

legal requirements, including the Uniform Guidance.

The AJCC Partners consider this one-stop operating budget the master budget that is necessary to maintain the KIM WDA's high-standard of AJCC Network. It includes the following cost categories, as required by WIOA and its implementing regulations:

- a. Infrastructure Costs;
- b. Career Services Costs; and
- c. Shared Operating Costs and Shared Services Costs.

All costs must be included in the MOU, allocated according to colocated AJCC Partners' proportionate use and relative benefits received, and reconciled on a quarterly basis against actual costs incurred and adjusted accordingly. The Comprehensive AJCC One-Stop Centers operating budget is expected to be transparent and negotiated among colocated AJCC Partners on an equitable basis to ensure costs are shared appropriately. All colocated AJCC Partners have negotiated in good faith and established outcomes that are reasonable and fair.

Article XXIV. Infrastructure Funding Agreement for Comprehensive AJCCs:

The Infrastructure Funding Agreement (IFA) must include infrastructure costs, and does include Additional Costs and Shared Operating Costs and Shared Services Costs. The colocated AJCC Partners have negotiated the IFA for all of the Comprehensive AJCC One-Stop Centers, including and limited to, Southeast-AJCC, Delano-AJCC, and Ridgecrest-AJCC, as reflected below.

The following reflects the summarized IFA between the colocated AJCC Partners for the Southeast-AJCC:

<u>SOUTHEAST AJCC 2021 - 2022</u>							
Third-Party In-Kind Infrastructure Contributions to Support the AJCC As Whole							
		Contributors					
Cost Categories	Total Cost	ETR	EDD	DHS	DOR	Value	Balance to Allocate
	Partner Share	72.16%	15.26%	6.96%	5.62%	<u>1</u>	=====
Rent	526,716	371,569	135,594	16,373	3,181	526,716	
Operational Costs Including Utilities/Maintenance*	554,042	273,749	84,972	11,997	1,539	554,042	181,786
Operational Costs not included in Lease/Ops Costs*	181,786	131,177	27,740	12,652	10,216	181,786	0
Equipment**	53,000	38,245	8,088	3,689	2,979	53,000	0
Marketing/Outreach Technology	147,799	106,652	22,554	10,287	8,306	147,799	0
Common Identifier****	7,787	5,619	1,188	542	438	7,787	0
Totals with Total Partner Allocations & Remaining Allocation Amt	1,289,344	927,010	280,137	55,539	26,658	1,080,758	0
Per Month Costs	107,445	77,251	23,345	4,628	2,222	90,063	0
Total Infrastructure to Be Allocated to Colocated Partners:						\$ 1,289,344	
These infrastructure costs reflected herein are estimated and serves as a placeholder until such time when supporting documentation is provided to the colocated partners to confirm the infrastructure cost allocations. In addition, Colocated Partners located in the AJCC that are requested to pay for certain services, goods and/or equipment will first meet and confer within a reasonable time following such a request about said services, goods and/or equipment prior to its procurement. Colocated Partners will discuss and define the services, goods and/or equipment, and consider all factors and benefits to the partnership and agree to shared costs accordingly.							

A more thorough and complete IFA for the Southeast-AJCC is attached hereto and incorporated

herein as Exhibit “D”.

The following reflects the summarized IFA between the colocated AJCC Partners for the Delano-AJCC:

DELANO 2021 - 2022							
Third-Party In-Kind Infrastructure Contributions to Support the AJCC As Whole							
		Contributors				39 Capacity (14 Vacancies)	
Cost Categories	Total Cost	ETR (Proteus)	EDD	DHS*	DOR	Value	Balance to Allocate
	Equal Share	1	1	1	1	4	
Equal Share % excluding Rent		25%	25%	25%	25%		
Rent	36,973	22,883	11,500	-	2,590	-	0
Utilities/Maintenance	17,153	4,288	4,288	4,288	4,288	17,153	0
Equipment**	15,500	3,875	3,875	3,875	3,875	15,500	0 X
Marketing/Outreach Technology***	54,517	13,629	13,629	13,629	13,629	54,517	0
Common Identifier****	2,872	718	718	718	718	2,872	0
Totals with Total Partner Allocations & Remaining Allocation Amt	127,015	45,394	34,011	22,510	25,100	90,042	0
Monthly	10,585	3,783	2,834	1,876	2,092	7,503	
Total Infrastructure to Be Allocated to Colocated Partners:						\$	127,015
These infrastructure costs reflected herein are estimated and serves as a placeholder until such time when supporting documentation is provided to the colocated partners to confirm the infrastructure cost allocations. In addition, Colocated Partners located in the AJCC that are requested to pay for certain services, goods and/or equipment will first meet and confer within a reasonable time following such a request about said services, goods and/or equipment prior to its procurement. Colocated Partners will discuss and define the services, goods and/or equipment, and consider all factors and benefits to the partnership and agree to shared costs accordingly.							

A more thorough and complete IFA for the Delano-AJCC is attached hereto and incorporated herein as Exhibit “E”.

The following reflects the summarized IFA between the colocated AJCC Partners for the presently located Ridgecrest-AJCC:

RIDGECREST--540 Perdew 2021 - 2022							
Third-Party In-Kind Infrastructure Contributions to Support the AJCC As Whole							
		Contributors					
Cost Categories	Total Cost	ETR (Note: Net Cost after Partner reimbursement)	DHS	DOR	Value	Balance to Allocate	
	Partner Share	39.66%	37.67%	22.67%	1		
Rent*	43,402	29,180	-	14,222	43,402	(14,222)	
Utilities/Maintenance/Other Ops	30,401	20,267.36	-	10,134	30,401	0	
Equipment	7,200	2,856	2,712	1,632	7,200	0 X	
Marketing/Outreach Technology****	13,778	5,464	5,190	3,123	13,778	0	
Common Identifier*****	726	288	273	165	726	0	
Totals with Total Partner Allocations & Remaining Allocation Amt	95,506	58,055	8,176	29,276	95,506	0	
Estimated Monthly Costs	7,959	4,838	681	2,440	7,959		
Total Infrastructure to Be Allocated to Colocated Partners:						\$	95,506
These infrastructure costs reflected herein are estimated and serves as a placeholder until such time when supporting documentation is provided to the colocated partners to confirm the infrastructure cost allocations. In addition, Colocated Partners located in the AJCC that are requested to pay for certain services, goods and/or equipment will first meet and confer within a reasonable time following such a request about said services, goods and/or equipment prior to its procurement. Colocated Partners will discuss and define the services, goods and/or equipment, and consider all factors and benefits to the partnership and agree to shared costs accordingly.							

A more thorough and complete IFA for the Ridgecrest-AJCC is attached hereto and incorporated herein as Exhibit “F”.

The above matrixes incorporate the specific costs provided below:

A. Infrastructure Costs are defined as non-personnel costs that are necessary for the general

operation of the AJCC network, including, but not limited to:

- a. Rental of the facilities;
 - b. Utilities and maintenance;
 - c. Equipment, including assessment-related products and assistive technology for individuals with disabilities;
 - d. Technology to facilitate access to the AJCC, including technology used for each center's planning and outreach activities; and
 - e. Common identifier costs.
- B. The equipment, including assessment-related products and assistive technology for individuals with disabilities and technology to facilitate access to the AJCC, including technology used for each center's planning and outreach activities identified above as Infrastructure Costs are more thoroughly identified in the Equipment Lists for each Comprehensive AJCC One-Stop Center in the LWDA. The Equipment Lists for the Southeast-AJCC, Delano-AJCC and Ridgecrest-AJCC are attached hereto and incorporated herein as Exhibit "G", "H" and "I", respectfully.

The Marketing/Outreach Technology equipment necessary to facilitate access to the AJCC Network is attached hereto and incorporated herein as Exhibit "J".

- C. All Parties to this MOU and IFA recognize that infrastructure costs are applicable to all required colocated AJCC Partners. The non-colocated Partners agree to pay their proportionate share of infrastructure costs as soon as sufficient data are available to make such a determination. Each AJCC Partner's contributions to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the Partner programs' authorizing laws and regulations and the Uniform Guidance. The Parties desire to have the colocated AJCC Partners pay the total infrastructure costs for the AJCC network for the first fiscal year and the colocated and non-colocated Partners will re-negotiate the partner sharing agreement a minimum of one-hundred and twenty (120) days before the 30st day of June of each year. Each colocated AJCC partner's contributions to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the AJCC Partner programs' authorizing laws and regulations and the Uniform Guidance.
- D. Shared operating costs and shared services costs may include costs of shared services that are authorized for and may be commonly provided through the one-stop Partner programs, including initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services, referrals to other AJCC Partners, and business services.
- E. Under the IFA, there are three different funding types:
- i. Cash are funds provided to the KIM WDB or its designee by AJCC Partners, either

directly or by an interagency transfer, or by a third party.

- ii. Non-Cash are expenditures incurred by AJCC Partners on behalf of the one-stop center; and non-cash contributions or goods or services contributed by an AJCC Partner program and used by the AJCC one-stop center.
 - iii. Third-party In-kind are contributions of space, equipment, technology, non-personnel services, or other like items to support the infrastructure costs associated with one-stop operations, by a non-AJCC Partner to: support the one-stop center in general; or support the proportionate share of one-stop infrastructure costs of a specific AJCC partner.
- F. Contributions for infrastructure and additional costs may be made from cash, non-cash, or third party in-kind contributions. Non-cash and third-party in kind contributions must be fairly evaluated in accordance with the Uniform Guidance at 2 CFR 200.306, 2 CFR 200.434, 34 CFR 361.715 and 34 C.F.R. 463.715.
- G. Career Services Costs align with Article III above which outlines shared customers and services and includes the costs of the provision of career services applicable to each program consistent with the AJCC Partner program's applicable Federal statutes and allocable based on cost principles of the Uniform Guidance at 2 CFR Part 200, as reflected in the table below.

Table for Delivery of Applicable Career Services		
Kern, Inyo and Mono Workforce Development Board		
T-I Adult: WIOA Title I (B) Adult	Employers’ Training Resource (ETR), Inyo County Health & Human Services (Inyo HHS), Mono County Social Services Dept. (Mono SSD), *KHSD (subgrantee of ETR)	
T-I DW: WIOA Title I (B) Dislocated Worker	ETR, Inyo HHS, Mono SSD, *KHSD (subgrantee of ETR)	
T-I Youth: WIOA Title I (B) Youth	ETR, Mono SSD, *KHSD (subgrantee of ETR)	
T-I Job Corps: WIOA Title I (C) Job Corps	Chugach Education Services, Inland Empire Job Corps (JC)	
T-I Native Am: WIOA Title I (D) Sec 166 Native American	California Indian Manpower Consortium, Inc. (CA Indian)	
T-I MSFW: WIOA Title I (D) Sec 167 Migrant Seasonal Farmworkers grantee	ETR	
T-I YouthBuild: WIOA Title I (D) Sec 171 YouthBuild	No Grantee	
T-II AEL: WIOA Title II Adult Education and Literacy grantee	Kern High School District (KHSD), Delano Joint Union High School District (DJUHSD), Farmworker Institute for Education & Leadership Development (FIELD), McFarland Unified School District (MUSD), Wasco Union High School District (WUHSD)	
T-III WP: WIOA Title III Wagner-Peyser	Employment Development Department (EDD)	
T-IV VR: WIOA Vocational Rehabilitation	Department of Rehabilitation (DOR)	
Tech Ed: Carl Perkins Career Technical Education grantee	Bakersfield College (BC), Cerro Coso Community College (CCCC), Taft College (TC)	
T-V OAA: Title V Older Americans Act	SER – Jobs for Progress (SER Jobs)	
JVSG: Jobs for Veterans State grant	EDD	
TAA: Trade Adjustment Assistance Act	EDD	
Comm Act: Community Services Block Grant recipient	Community Action Partnership of Kern (CAPK)	
Housing: Housing & Urban Development	Housing Authority of the County of Kern (HACK)	
UI: Unemployment Compensation	EDD	
SC: Second Chance grantee	Latino Coalition for Community Leadership (LCCL)	
TANF: CalWORKS	Kern County Department of Human Services (DHS), **KHSD (CalWORKS allotment)	
Consolidated Budget for Delivery of Applicable Career Services		

Consolidated budget for applicable career services reflecting each of the Partner's costs for the service delivery of each applicable career service, which includes all costs, including personnel, related to the administration and delivery of those services.							
Applicable Career Services	T-I Adult	T-I DW	T-I Youth	T-I Job Corps	T-I Native Am	T-I MSF	T-I YouthBuild
Basic Career Services: T-I Eligibility, Initial Assess Outreach, Intake, Orient, Labor Exchange, Referrals, LMI Support Service Info, UI Info, Fin Aid Info	ETR: \$1,450,00	ETR: \$1,325,000	ETR: \$784,000	JC: \$83,559	CIMC: \$168,101	ETR: \$585,800	None
	Mono SSD: \$23,164	Mono SSD: \$34,796	Mono SSD: \$25,291			KHSD: \$13,453	
	Inyo HHS: \$48,911	Inyo HHS: \$39,687	Inyo HHS: \$0				
	*KHSD: \$0	*KHSD: \$0	*KHSD: \$790,223				
Applicable Career Services	T-II AEL	T-III WP	T-IV VR	Tech Ed	T-V OAA	JVSG	TAA
Basic Career Services: T-I Eligibility, Initial Assess Outreach, Intake, Orient, Labor Exchange, Referrals, LMI Support Service Info, UI Info, Fin Aid Info	FIELD: \$250,000	EDD: \$2,119,381	DOR: \$1,500,000	BC: \$8,750	SER Jobs: \$46,400	EDD: \$275,467	EDD: \$71,410
	DJUHSD: \$87,094			CCCC: \$18,000			
	MUSD: \$50,000			TC: \$8,750			
	WUHSD: \$30,000						
	KHSD: \$368,631						
Applicable Career Services	Comm Act	Housing	UI	SC	TANF		
Basic Career Services: T-I Eligibility, Initial Assess Outreach, Intake, Orient, Labor Exchange, Referrals, LMI Support Service Info, UI Info, Fin Aid Info	CAPK: \$0.00	HACK: \$150,000	EDD-UI: DCAF=\$380	LCCL: \$60,000	DHS: \$248,348		
			UI Direct (PSP)=\$57,000		**KHSD: \$3,109,042		

Applicable Career Services	T-I Adult	T-I DW	T-I Youth	T-I Job Corps	T-I Native Am	T-I MSF	T-I YouthBuild
Individual Career Services: Comp Assessment, IEP, Career Plan Counsel, Short-Term Pre-Vocational, Internship/Extern/Work Experience, Financial Literacy, ESL, WF Prep	ETR: \$2,100,000 Mono SSD: \$15,442 Inyo HHS: \$20,000 *KHSD: \$249,410	ETR: \$1,850,000 Mono SSD: \$23,198 *KHSD: \$83,137	ETR: \$2,970,000 Mono SSD: \$16,861 Inyo HHS: \$18,000 *KHSD: \$2,249,095	JC: \$55,704	CIMC: \$44,248	ETR: \$1,007,100 KHSD: \$255,607	None
Applicable Career Services	T-II AEL	T-III WP	T-IV VR	Tech Ed	T-V OAA	JVSG	TAA
Individual Career Services: Comp Assessment, IEP, Career Plan Counsel, Short-Term Pre-Vocational, Internship/Extern/Work Experience, Financial Literacy, ESL, WF Prep	FIELD: \$250,000 DIUHSD: \$94,358 WUHSD: \$40,000 MUSD: \$40,000 KHSD: \$1,740,124	EDD: \$374,009	DOR: \$6,500,000	BC: \$3,500 CCCC: \$31,000 TC: \$3,500	SER Jobs: \$30,933	EDD: \$48,611	EDD: \$12,601
Applicable Career Services	Comm Act	Housing	UI	SC	TANF		
Individual Career Services: Comp Assessment, IEP, Career Plan Counsel, Short-Term Pre-Vocational, Internship/Extern/Work Experience, Financial Literacy, ESL, WF Prep	CAPK: \$0.00	HACK: \$150,000	EDD: \$0	LCCL: \$140,000	DHS: \$5,392,124 **KHSD: \$1,078,368		

Article XXV. Infrastructure Funding Agreement for Affiliate and Specialized AJCCs:

The Infrastructure Funding Agreement (IFA) must include infrastructure costs.

The following reflects the summarized IFA for the AJCC - Oildale:

<u>OILDALE--Olive Drive</u>				
Third-Party In-Kind Infrastructure Contributions to Support the AJCC As Whole				
		Contributors		
Cost Categories	Total Cost	ETR	Value	Balance to Allocate
Rent	127,119	127,119	127,119	0
Utilities/Maintenance Other Ops *	118,293	118,293	118,293	0
Equipment**	11,600	11,600	11,600	0
Access Technology***	27,712	27,712	27,712	0
Common Identifier****	13,832	13,832	13,832	0
Totals with Total Partner Allocations & Remaining Allocation Amt	298,556	298,556	298,556	0
Estimated Monthly Costs	24,880	24,880	24,880	
Total Infrastructure to Be Allocated to AJCC Ops: \$ 298,555.85				

A more thorough and complete IFA for the AJCC - Oildale is attached hereto and incorporated herein as Exhibit “K”.

The following reflects the summarized IFA for the AJCC - Taft:

<u>TAFT--119 North 10th Street</u>				
Third-Party In-Kind Infrastructure Contributions to Support the AJCC As Whole				
		Contributors		
Cost Categories	Total Cost	ETR	Value	Balance to Allocate
Rent	332	332	332	0
Utilities/Maintenance Other Ops *	987	987	987	0
Equipment**	4,288	4,288	4,288	0 X
Access Technology***	11,822	11,822	11,822	0
Common Identifier****	852	852	852	0
Totals with Total Partner Allocations & Remaining Allocation Amt	18,281	18,281	18,281	0
Estimated Monthly Costs	1,523	1,523	1,523	
Total Infrastructure to Be Allocated to AJCC Ops: \$ 18,281.08				

A more thorough and complete IFA for the AJCC – Taft is attached hereto and incorporated herein as Exhibit “L”.

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The following reflects the summarized IFA for the AJCC - Shafter:

SHAFTER--115 Central Valley Highway					
Third-Party In-Kind Infrastructure Contributions to Support the AJCC As Whole					
		Contributors			
Cost Categories	Total Cost	ETR	Value	Balance to Allocate	
Rent	748		748	748	
Utilities/Maintenance Other Ops *	875		875	875	
Equipment**	5,214		5,214	5,214	X
Access Technology***	7,413		7,413	7,413	
Common Identifier****	534		534	534	
Totals with Total Partner Allocations & Remaining Allocation Amt	14,784		14,784	14,784	
Estimated Monthly Costs	1,232		1,232		
Total Infrastructure to Be Allocated to AJCC Ops: \$ 14,783.82					

A more thorough and complete IFA for the AJCC - Shafter is attached hereto and incorporated herein as Exhibit "M".

The following reflects the summarized IFA for the AJCC - Lake Isabella:

LAKE ISABELLA--6405 Lake Isabella Blvd					
Third-Party In-Kind Infrastructure Contributions to Support the AJCC As Whole					
		Contributors			
Cost Categories	Total Cost	ETR	Value	Balance to Allocate	
Rent	7,135		7,135	7,135	0
Utilities/Maintenance Other Ops *	16,644		16,644	16,644	0
Equipment**	3,240		3,240	3,240	0 X
Access Technology***	7,223		7,223	7,223	0
Common Identifier****	520		520	520	0
Totals with Total Partner Allocations & Remaining Allocation Amt	34,762		34,762	34,762	0
Estimated Monthly Costs	2,897		2,897	2,897	
Total Infrastructure to Be Allocated to AJCC Ops: \$ 34,761.81					

A more thorough and complete IFA for the AJCC - Lake Isabella is attached hereto and incorporated herein as Exhibit "N".

The following reflects the summarized IFA for the AJCC - Lamont:

LAMONT--8300 Segrue					
Third-Party In-Kind Infrastructure Contributions to Support the AJCC As Whole					
		Contributors			
Cost Categories	Total Cost	ETR	Value	Balance to Allocate	
Rent	1,902		1,902	1,902	0
Utilities/Maintenance Other Ops *	782		782	782	0
Equipment**	4,932		4,932	4,932	0 X
Access Technology***	-		-	-	0
Common Identifier****	-		-	-	0
Totals with Total Partner Allocations & Remaining Allocation Amt	7,616		7,616	7,616	0
Estimated Monthly Costs	635		635	635	
Total Infrastructure to Be Allocated to AJCC Ops: \$ 7,616.00					

A more thorough and complete IFA for the AJCC – Lamont is attached hereto and incorporated herein as Exhibit “O”.

The following reflects the summarized IFA for the AJCC - Mojave:

MOJAVE--2300 Highway 58					
Third-Party In-Kind Infrastructure Contributions to Support the AJCC As Whole					
		Contributors			
Cost Categories	Total Cost	ETR	Value	Balance to Allocate	
Rent	1,389	1,389	1,389	0	
Utilities/Maintenance Other Ops *	1,551	1,551	1,551	0	
Equipment**	5,872	5,872	5,872	0	X
Access Technology***	-	-	-	0	
Common Identifier****	-	-	-	0	
Totals with Total Partner Allocations & Remaining Allocation Amt	8,812	8,812	8,812	0	
Estimated Monthly Costs	734	734	734		
Total Infrastructure to Be Allocated to Colocated Partners: \$					8,812.00

A more thorough and complete IFA for the AJCC - Mojave is attached hereto and incorporated herein as Exhibit “P”.

The following reflects the summarized IFA for the AJCC - Walker:

MONO COUNTY					
WALKER					
		Contributors			
Cost Categories	Total Cost	ETR	DHS	Value	Balance to Allocate
Rent	9,380	4,690	4,690	9,380	0
Utilities/Maintenance Other Ops	5,124	2,562	2,562	5,124	0
Equipment	3,173	3,173	-	3,173	0
Access Technology	-	-	-	-	0
Common Identifier	3,000	3,000	-	3,000	0
Totals with Total Partner Allocations & Remaining Allocation Amt	20,677	13,425	7,252	20,677	0
Estimated Monthly Costs	1,723	1,119	604	1,723	
Total Infrastructure to Be Allocated to Colocated Partners: \$					20,677.00

A more thorough and complete IFA for the AJCC – Walker is attached hereto and incorporated herein as Exhibit “Q”.

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The following reflects the summarized IFA for the AJCC - Mammoth Lakes:

MONO COUNTY						
MAMMOTH LAKES						
		Contributors				
Cost Categories	Total Cost	ETR	DHS	Value	Balance to Allocate	
Rent	248,880	12,444	236,436	248,880	0	
Utilities/Maintenance Other Ops	-	-	-	-	0	
Equipment	1,416	1,416	-	1,416	0	X
Access Technology	-	-	-	-	0	
Common Identifier	-	-	-	-	0	
Totals with Total Partner Allocations & Remaining Allocation Amt	250,296	13,860	236,436	250,296	0	
Estimated Monthly Costs	20,858	1,155	19,703	20,858		
Total Infrastructure to Be Allocated to Colocated Partners: \$ 250,296.00						

A more thorough and complete IFA for the AJCC - Mammoth Lakes is attached hereto and incorporated herein as Exhibit "R".

The following reflects the summarized IFA for the AJCC - Inyo:

INYO COUNTY						
1360 N. Main Street, Bishop						
		Contributors				
Cost Categories	Total Cost	WIOA	County Mental Health	Social Services	Value	Balance to Allocate
	Equal Share	1%	4%	95%	1	
Rent	65,020	650	2,601	61,769	65,020	0
Utilities/Maintenance Other Ops *	22,874	2,281	22	20,571	22,874	0
Equipment**	525	525	-	-	525	0 X
Access Technology***	-	-	-	-	-	0
Common Identifier****	-	-	-	-	-	0
Totals with Total Partner Allocations & Remaining Allocation Amt	88,419	3,456	2,623	82,340	88,419	0
Estimated Monthly Costs	7,368	288	219	6,862	7,368	
Total Infrastructure to Be Allocated to Colocated Partners: \$ 88,419.00						

A more thorough and complete IFA for the AJCC – Inyo is attached hereto and incorporated herein as Exhibit "S".

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The following reflects the summarized IFA for the AJCC – Business Center:

<u>BUSINESS CENTER - 1129 Olive Drive, Suites C & D, Bakersfield</u>					
Third-Party In-Kind Infrastructure Contributions to Support the AJCC As Whole					
		Contributors			
Cost Categories	Total Cost	ETR	Value	Balance to Allocate	
Rent	58,056	58,056	58,056	0	
Utilities/Maintenance Other Ops *	105,440	105,440	105,440	0	
Equipment**	6,700	6,700	6,700	0	X
Access Technology***	1,825	1,825	1,825	0	
Common Identifier****	131	131	131	0	
Totals with Total Partner Allocations & Remaining Allocation Amt	172,152	172,152	172,152	0	
Estimated Monthly Costs	14,346	14,346	14,346	0	
Total Infrastructure to Be Allocated to AJCC Ops: \$ 172,152.17					

A more thorough and complete IFA for the AJCC – Business Center is attached hereto and incorporated herein as Exhibit “T”.

The following reflects the summarized IFA for the AJCC – EPIC:

<u>EPIC</u> <u>2210 H St</u>					
		Contributors			
Cost Categories	Total Cost	ETR	Value	Balance to Allocate	
Rent	10,200	10,200	10,200	0	
Utilities/Maintenance Other Ops *	55,920	55,920	55,920	0	
Equipment**	16,100	16,100	16,100	0	X
Access Technology***	5,075	5,075	5,075	0	
Common Identifier****	366	366	366	0	
Totals with Total Partner Allocations & Remaining Allocation Amt	87,660	87,660	87,660	0	
Estimated Monthly Costs	7,305	7,305	7,305	0	
Total Infrastructure to Be Allocated to AJCC Ops: \$ 87,660.48					

A more thorough and complete IFA for the AJCC – EPIC is attached hereto and incorporated herein as Exhibit “U”.

The above matrixes incorporate the specific costs provided below:

- A. Infrastructure Costs are defined as non-personnel costs that are necessary for the general operation of the AJCC network, including, but not limited to:
 - a. Rental of the facilities;
 - b. Utilities and maintenance;
 - c. Equipment, including assessment-related products and assistive technology for individuals with disabilities;
 - d. Technology to facilitate access to the AJCC, including technology used for each center’s

planning and outreach activities; and
e. Common identifier costs.

- B. The equipment, including assessment-related products and assistive technology for individuals with disabilities and technology to facilitate access to the AJCC, including technology used for each center's planning and outreach activities identified above as Infrastructure Costs are more thoroughly identified in the Equipment Lists for each Affiliate and Specialized AJCC One-Stop Center in the LWDA. The Equipment Lists for the AJCC – Oildale, AJCC – Taft, AJCC – Shafter, AJCC – Lake Isabella, AJCC – Lamont, AJCC – Mojave, AJCC – Business Center, and AJCC – EPIC are attached hereto and incorporated herein as Exhibit "V", "X", "Y", "Z", "AA", "BB", "CC" and "DD" respectfully.
- C. If an affiliate or specialized AJCC only has one colocated AJCC Partner within the AJCC, it is not required to negotiate the IFA as there are no cost sharing AJCC Partners.

Article XXVI. Miscellaneous Provisions

1. Non-Discrimination and Equal Opportunity. The laws and regulations listed herein do not encompass all of the laws and regulations that govern the AJCC Partners in its respective roles under this MOU. The AJCC Partners expressly agree to comply with the federal and state laws and regulations listed below.

A. Consistent with WIOA, the AJCC Partners shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant, or applicant for employment due to gender, race, color, ancestry, religion, national origin, physical disability (including HIV and AIDS), mental disability, medical condition(s), age (over 40), or marital status; nor shall the AJCC Partners deny family and medical care leave or pregnancy disability leave to employees entitled to such leave. The AJCC Partners shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and their employees and applicants or employment are free from such discrimination and harassment. The AJCC Partners shall comply with the provisions of Fair Employment and Housing Act (California Government Code Section 12900, et seq.) and related, applicable regulations promulgated thereunder (Title 2, California Code of Regulations Section 7285 et seq.). Code of Regulations Section 8103 et seq. are incorporated into this MOU by reference and made a part hereof as if set forth in full. The AJCC Partners shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargaining agreement or other such agreement.

B. The KIM WDB and AJCC Partners will ensure that policies and procedures established by the AJCC as the One-Stop Center, and programs and service provided by and through the One-Stop Center are in compliance with the Americans with Disabilities Act of 1990 and its amendments (ADA), which prohibits discrimination on the basis of disability, as well as other applicable regulations and guidelines issued pursuant to the ADA. Additionally, AJCC Partners agree to fully comply with the provisions of WIOA, Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, 29 CFR Part 37, and all other regulations implementing the aforementioned laws.

C. The AJCC Partners agree to provide priority of service to veterans and covered spouses for any qualified job training program pursuant to 38 USC 2813.

D. The AJCC Partners agree to comply with 29 CFR 94 and all other applicable state and federal laws pertaining to a drug-free workplace and to make a good faith effort to maintain a drug-free workplace. Each AJCC Partner will make a good faith effort to ensure that none of its officers, employees, members, and subrecipient(s), and any independent contract(s) will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.

2. Severability. In the event that a provision or several provisions of this MOU is unenforceable or held to be unenforceable under applicable law, this MOU will continue in full force and effect without such provision(s) and will be enforceable in accordance with its terms.
3. Drug and Alcohol-free Workforce. AJCC Partners certify that it will comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR part 182 which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment under 2 CFR part 180, as adopted by the U.S. Department of Education at 2 CFR 3485, and the U.S. Department of Labor regulations at 29 CFR part 94.
4. Certification Regarding Lobbying. AJCC Partners shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), 29 C.F.R. Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The Parties shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.
5. Debarment and Suspension. All Parties shall comply with the debarment and suspension requirements (E.O. 12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.
6. Priority of Service. AJCC Partners certify that it will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA title I Adult program, as required by 38 U.S.C. sec. 4215 and its implementing regulations and guidance, and WIOA sec. 134(c)(3)(E) and its implementing regulations and guidance. The AJCC Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

7. Buy American Provision. AJCC Partners that receives funds made available under title I or II of WIOA or under the Wagner-Peyser Act (29 U.S.C. Section 49, et. seq.) certifies that it will comply with Sections 8301 through 8303 of title 41 of the United States Code (commonly known as the "Buy American Act.") and as referenced in WIOA Section 502 and 20 CFR 683.200(f).
8. Salary Compensation and Bonus Limitations. AJCC Partners certify that, when operating grants funded by the U.S. Department of Labor, it complies with TEGL 05-06, Implementing the Salary and Bonus Limitations in Public Law 109-234, TEGL 17-15, EDD Directive WSD21-02 dated 08.16.21, Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth Activities Program Allotments for Program Year (PY) 2016; Final PY 2016 Allotments for the Wagner-Peyser Act Employment Service (ES) Program Allotments; and Workforce Information Grants to States Allotments for PY 2016, Public Laws 114-113 (Division H, title I, Section 105) and 114-223, and WIOA section 194(15)(A), restricting the use of federal grant funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of the Federal Office of Personnel Management Executive Level II.
9. Non-Assignment. Except as otherwise indicated herein, no Party may, during the term of this MOU or any renewals or extensions of this MOU, assign or subcontract all or any part of the MOU without prior written consent of the KIM WDB.
10. Entire Agreement. This MOU, including all exhibits attached hereto, embodies the entire agreement and understanding between the AJCC Partners hereto with respect to the subject matter of this MOU, and supersedes all prior or contemporaneous agreements and understandings other than this MOU relating to the subject matter hereof.
11. Governing Law. This MOU will be construed, interpreted, and enforced according to the laws of the State of California. All Parties shall comply with all applicable Federal and State laws and regulations, and Local laws to the extent that they are not in conflict with the State of California or Federal requirements.
12. Unenforceable Provisions. In the event that a provision or several provisions of this MOU is/are unenforceable or held to be unenforceable under applicable law, this MOU will continue in full force and effect without such provision(s) and will be enforceable in accordance with its terms.
13. Third Parties. AJCC Partners hereto does not intend to benefit any third parties and this agreement shall not be construed to confer any such benefit.
14. Amendment and Waiver. This MOU may be modified, altered, or revised, as necessary, by the consent of the KIM WDB, by the issuance of a written amendment, signed and dated by the KIM WDB. No provision of this MOU may be waived, except for a written document executed by the KIM WDB. No waiver of a provision will be deemed to be or will constitute a waiver of any other provision of this MOU. A waiver will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver unless stated therein.

15. Construction. The titles of the sections of this MOU are for convenience of reference only and are not to be considered in construing this MOU. Unless the context of this MOU clearly requires otherwise: (a) references to be plural include the singular, the plural, and the part the whole, (b) "or" has the inclusive meaning frequently identified with the phrase "and/or," (c) "including" has the inclusive meaning frequently identified with the phrase "including but not limited to" or "including without limitation," and (d) references to "hereunder," "herein" or "hereof" relate to this Agreement as a whole. Any references in this MOU to any statute, rule, regulation or agreement as it may be modified, varied, amended or supplemental from time to time.
16. Counterparts. This MOU may be in any number of counterparts, each of which will be deemed an original, but all together will constitute one instrument.

Authority and Signature

In WITNESS THEREOF, the KERN, INYO, AND MONO WORKFORCE DEVELOPMENT BOARD and AJCC Partners have caused this Memorandum of Understanding to be executed by their respective officers and agents as of the day and year first above written.

APPROVED AS TO FORM
Office of County Counsel

County of Kern

By: _____
Gurujodha Khalsa, Deputy

By: _____
Zach Scrivner, Chairman, Board of
Supervisors

APPROVED AND RECOMMENDED AS TO
CONTENT

Kern, Inyo, Mono Counties Workforce
Development Board

By: _____
Alissa Reed, Chair

Partner Signatures

**AGREEMENT OF PARTNERSHIP BY
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT
ONE-STOP/AMERICA'S JOB CENTER OF CALIFORNIA MANDATED PARTNER**

EMPLOYERS' TRAINING RESOURCE

In addition to the agreement identified in the main body of this Memorandum of Understanding (MOU), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU.

Mandated Partner contact information:

- 1. Mandated Partner:** Employers' Training Resource
- 2. Mandated Partner Contact Person:** Teresa Hitchcock, Assistant County Administrative Officer
- 3. Mandated Partner Address:** 1600 E. Belle Terrace, Bakersfield, CA 93307
- 4. Phone Number:** (661) 336-6972
- 5. Email Address:** hitchcockt@kerncounty.com

Mandated Partner Federal Funding Streams for WIOA Partnership: (i) WIOA title I (B) Adult, Dislocated Worker, and Youth Programs; and (ii) National Farmworker Jobs Program, (NFJP) 2, WIOA Sec. 167

Signature:

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on July 1, 2022, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

Employers' Training Resource

By: Teresa Hitchcock
Assistant County Administrative Officer

Date

**AGREEMENT OF PARTNERSHIP BY
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT
ONE-STOP/AMERICA'S JOB CENTER OF CALIFORNIA MANDATED PARTNER**

EMPLOYMENT DEVELOPMENT DEPARTMENT

In addition to the agreement identified in the main body of this Memorandum of Understanding (MOU), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU.

Mandated Partner contact information:

- 1. Mandated Partner:** Employment Development Department
- 2. Mandated Partner Contact Person:** Shelly Tarver, Deputy Division Chief, Central Valley Region, EDD Southern Workforce Services Division
- 3. Mandated Partner Address:** 1600 E. Belle Terrace, Bakersfield, CA 93307
- 4. Phone Number:** (661) 635-2608
- 5. Email Address:** shelly.tarver@edd.ca.gov

Mandated Partner Federal Funding Streams for WIOA Partnership: (i) Wagner-Peyser Employment Services (ES) program, authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by Title III of WIOA, also providing the state's public labor exchange; (ii) Trade Adjustment Assistance (TAA), authorized under chapter 2 of Title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.); and (iii) Jobs for Veterans State Grants (JVSG), authorized under chapter 41 of Title 38, U.S.C.

Signature:

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on July 1, 2022, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

Employment Development Department

By: Shelly Tarver, Deputy Division
Chief, Central Valley Region, EDD
Southern Workforce Services Division

Date

**AGREEMENT OF PARTNERSHIP BY
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT
ONE-STOP/AMERICA'S JOB CENTER OF CALIFORNIA MANDATED PARTNER**

KERN COUNTY DEPARTMENT OF HUMAN SERVICES

In addition to the agreement identified in the main body of this Memorandum of Understanding (MOU), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU.

Mandated Partner contact information:

- 1. Mandated Partner:** Kern County Department of Human Services
- 2. Mandated Partner Contact Person:** Lito Morillo, Director
- 3. Mandated Partner Address:** 100 E. California Avenue, Bakersfield, CA 93307
- 4. Phone Number:** (661) 631-6550
- 5. Email Address:** morillol@kerndhs.com

Mandated Partner Federal Funding Streams for WIOA Partnership: Temporary Assistance for Needy Families (TANF), authorized under part A of Title IV of the Social Security Act (42 U.S.C. 601 et seq.).

Signature:

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on July 1, 2022, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

Kern County Department of Human Services

By: Lito Morillo, Director

Date

**AGREEMENT OF PARTNERSHIP BY
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT
ONE-STOP/AMERICA'S JOB CENTER OF CALIFORNIA MANDATED PARTNER**

CALIFORNIA DEPARTMENT OF REHABILITATION

In addition to the agreement identified in the main body of this Memorandum of Understanding (MOU), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU.

Mandated Partner contact information:

- 1. Mandated Partner:** California Department of Rehabilitation
- 2. Mandated Partner Contact Person:** Shayn Anderson, MS Regional Director, Department of Rehabilitation, San Joaquin Valley District
- 3. Mandated Partner Address:** 2550 Mariposa Mall, Room 2000, Fresno, California 93721
- 4. Phone Number:** (559) 445-6080
- 5. Email Address:** shayn.anderson@dor.ca.gov

Mandated Partner Federal Funding Streams for WIOA Partnership: State Vocational Rehabilitation (VR) program, authorized under title I of the Rehabilitation Act of 1973 (29 U.S.C.720 et seq.), as amended by Title IV of WIOA.

Signature:

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on July 1, 2022, and agrees that when data becomes available to determine the AJCC benefit to the non-located partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

California Department of Rehabilitation

By: Shayn Anderson, MS Regional Director,
Department of Rehabilitation,
San Joaquin Valley District

Date

**AGREEMENT OF PARTNERSHIP BY
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT
ONE-STOP/AMERICA'S JOB CENTER OF CALIFORNIA MANDATED PARTNER**

INLAND EMPIRE JOB CORPS CENTER

In addition to the agreement identified in the main body of this Memorandum of Understanding (MOU), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU.

Mandated Partner contact information:

- 1. Mandated Partner:** Inland Empire Job Corps Center
- 2. Mandated Partner Contact Person:** Suzanne Schaeffer, Director
- 3. Mandated Partner Address:** 3173 Kerry Street, San Bernardino, CA 92427
- 4. Phone Number:** (562) 983-1777
- 5. Email Address:** schaeffer.suzanne@jobcorps.org

Mandated Partner Federal Funding Streams for WIOA Partnership: Job Corps, WIOA Title I, Subtitle C.

Signature:

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on July 1, 2022, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

Inland Empire Job Corps Center

By: Suzanne Schaeffer, Director

Date

**AGREEMENT OF PARTNERSHIP BY
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT
ONE-STOP/AMERICA'S JOB CENTER OF CALIFORNIA MANDATED PARTNER**

NONE

In addition to the agreement identified in the main body of this Memorandum of Understanding (MOU), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU.

Mandated Partner contact information:

- 1. Mandated Partner:** None
- 2. Mandated Partner Contact Person:** None
- 3. Mandated Partner Address:** None
- 4. Phone Number:** None
- 5. Email Address:** None

Mandated Partner Federal Funding Streams for WIOA Partnership: YouthBuild WIOA Section 171 (29 USC 3226).

Signature:

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on July 1, 2022, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

By:

Date

**AGREEMENT OF PARTNERSHIP BY
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT
ONE-STOP/AMERICA'S JOB CENTER OF CALIFORNIA MANDATED PARTNER**

CERRO COSO COMMUNITY COLLEGE

In addition to the agreement identified in the main body of this Memorandum of Understanding (MOU), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU.

Mandated Partner contact information:

- 1. Mandated Partner:** Cerro Coso Community College
- 2. Mandated Partner Contact Person:** Michael Giacomini, Interim Chief Financial Officer , Kern Community College District, on behalf of Cerro Coso Community College
- 3. Mandated Partner Address:** 3000 College Heights Boulevard, Ridgecrest, CA 93555
- 4. Phone Number:** (661) 395-4011
- 5. Email Address:** mike.giacomini@bakersfieldcollege.edu

Mandated Partner Federal Funding Streams for WIOA Partnership: Career and technical education (CTE) programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 20 U.S.C. 2301 et seq.

Signature:

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on July 1, 2022, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

Cerro Coso Community College

By: Michael Giacomini, Interim Chief
Financial Office Kern Community College
District, on behalf of
Cerro Coso Community College

Date

**AGREEMENT OF PARTNERSHIP BY
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT
ONE-STOP/AMERICA'S JOB CENTER OF CALIFORNIA MANDATED PARTNER**

BAKERSFIELD COLLEGE

In addition to the agreement identified in the main body of this Memorandum of Understanding (MOU), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU.

Mandated Partner contact information:

- 1. Mandated Partner:** Bakersfield College
- 2. Mandated Partner Contact Person:** Michael Giacomini, Interim Chief Financial Officer, Kern Community College District, on behalf of Bakersfield College
- 3. Mandated Partner Address:** 1801 Panorama Drive, Bakersfield, CA 93306
- 4. Phone Number:** (661) 395-4011
- 5. Email Address:** mike.giacomini@bakersfieldcollege.edu

Mandated Partner Federal Funding Streams for WIOA Partnership: Career and technical education (CTE) programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 20 U.S.C. 2301 et seq.

Signature:

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU, including the terms prescribed in the sharing of the infrastructure and other shared under the Workforce Innovation and Opportunity Act commencing on July 1, 2022, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

Bakersfield College

By: Michael Giacomini, Interim Chief
Financial Officer, on behalf of Bakersfield
College

Date:

**AGREEMENT OF PARTNERSHIP BY
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT
ONE-STOP/AMERICA'S JOB CENTER OF CALIFORNIA MANDATED PARTNER**

KERN COMMUNITY COLLEGE DISTRICT

In addition to the agreement identified in the main body of this Memorandum of Understanding (MOU), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU.

Mandated Partner contact information:

- 1. Mandated Partner:** Kern Community College District
- 2. Mandated Partner Contact Person:** Michael Giacomini, Interim Chief Financial Officer, Kern Community College District
- 3. Mandated Partner Address:** 2100 Chester Avenue, Bakersfield, CA 93301
- 4. Phone Number:** (661) 336-5124
- 5. Email Address:** mike.giacomini@bakersfieldcollege.edu

Mandated Partner Federal Funding Streams for WIOA Partnership: Career and technical education (CTE) programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 20 U.S.C. 2301 et seq.

Signature:

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on July 1, 2022, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

Kern Community College District

By: Michael Giacomini, Interim Chief
Financial Officer, Kern Community College
District

Date

**AGREEMENT OF PARTNERSHIP BY
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT
ONE-STOP/AMERICA'S JOB CENTER OF CALIFORNIA MANDATED PARTNER**

TAFT COLLEGE

In addition to the agreement identified in the main body of this Memorandum of Understanding (MOU), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU.

Mandated Partner contact information:

- 1. Mandated Partner:** Taft College
- 2. Mandated Partner Contact Person:** Dr. Debra Daniels, Superintendent/President
- 3. Mandated Partner Address:** 29 Cougar Court, Taft, CA 93268
- 4. Phone Number:** (661) 763-7710
- 5. Email Address:** ddaniels@taftcollege.edu

Mandated Partner Federal Funding Streams for WIOA Partnership: Career and technical education (CTE) programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 20 U.S.C. 2301 et seq.

Signature:

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on July 1, 2022, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

Taft College

By: Dr. Debra Daniels,
Superintendent/President

Date

**AGREEMENT OF PARTNERSHIP BY
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT
ONE-STOP/AMERICA'S JOB CENTER OF CALIFORNIA MANDATED PARTNER**

KERN HIGH SCHOOL DISTRICT

In addition to the agreement identified in the main body of this Memorandum of Understanding (MOU), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU.

Mandated Partner contact information:

- 1. Mandated Partner:** Kern High School District
- 2. Mandated Partner Contact Person:** Dean McGee, Assistant Superintendent
- 3. Mandated Partner Address:** 5801 Sundale Avenue, Bakersfield, CA 93309
- 4. Phone Number:** (661) 827-3100
- 5. Email Address:** dmcgee@khsd.k12.ca.us

Mandated Partner Federal Funding Streams for WIOA Partnership: WIOA title II Adult Education and Family Literacy Act (AEFLA) program.

Signature:

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on July 1, 2022, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

Kern High School District

By: Dean McGee, Assistant
Superintendent

Date

**AGREEMENT OF PARTNERSHIP BY
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT
ONE-STOP/AMERICA'S JOB CENTER OF CALIFORNIA MANDATED PARTNER**

EMPLOYMENT DEVELOPMENT DEPARTMENT – UNEMPLOYMENT INSURANCE

In addition to the agreement identified in the main body of this Memorandum of Understanding (MOU), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU.

Mandated Partner contact information:

1. **Mandated Partner:** Employment Development Department – Unemployment Insurance
2. **Mandated Partner Contact Person:** Carlos Beltran, Employment Development Administrator
3. **Mandated Partner Address:** EDD UI Center San Diego #049, 1350 Front Street, Room 1047, San Diego, CA 92101
4. **Phone Number:** (619) 525-4619
5. **Email Address:** carlos.beltran@edd.ca.gov

Mandated Partner Federal Funding Streams for WIOA Partnership: Unemployment Insurance (UI) programs under state unemployment compensation laws.

Signature:

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on July 1, 2022, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

Employment Development Department
Unemployment Insurance

By: Carlos Beltran,
Employment Development Administrator

Date

**AGREEMENT OF PARTNERSHIP BY
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT
ONE-STOP/AMERICA'S JOB CENTER OF CALIFORNIA MANDATED PARTNER**

COMMUNITY ACTION PARTNERSHIP OF KERN

In addition to the agreement identified in the main body of this Memorandum of Understanding (MOU), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU.

Mandated Partner contact information:

1. **Mandated Partner:** Community Action Partnership of Kern
2. **Mandated Partner Contact Person:** Jeremy Tobias, Chief Executive Officer
3. **Mandated Partner Address:** 5005 Business Park North, Bakersfield, CA 93309
4. **Phone Number:** (661) 336-5236
5. **Email Address:** jtobias@capk.org

Mandated Partner Federal Funding Streams for WIOA Partnership: Employment and training activities carried out under the Community Services Block Grant Act (CSBG) (42 U.S.C. 9901 et seq.).

Signature:

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU, including the terms prescribed in the sharing of the infrastructure and other shared under the Workforce Innovation and Opportunity Act commencing on July 1, 2022, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

Community Action Partnership of Kern

By: Jeremy Tobias, Executive Director

Date

**AGREEMENT OF PARTNERSHIP BY
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT
ONE-STOP/AMERICA'S JOB CENTER OF CALIFORNIA MANDATED PARTNER**

SER – JOBS FOR PROGRESS, INC.

In addition to the agreement identified in the main body of this Memorandum of Understanding (MOU), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU.

Mandated Partner contact information:

- 1. Mandated Partner:** SER – Jobs for Progress, Inc.
- 2. Mandated Partner Contact Person:** Jesus Padron, President/CEO
- 3. Mandated Partner Address:** 255 N. Fulton Avenue, Suite 106, Fresno, CA 93701
- 4. Phone Number:** (559) 452-0881
- 5. Email Address:** jesuspadron@sercalifornia.org

Mandated Partner Federal Funding Streams for WIOA Partnership: Senior Community Service Employment Program (SCSEP), authorized by title V of Older Americans Act of 1965 (42 U.S.C. 3056 et seq.).

Signature:

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on July 1, 2022, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

SER – Jobs for Progress, Inc.

By: Jesus Padron, President/CEO

Date

**AGREEMENT OF PARTNERSHIP BY
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT
ONE-STOP/AMERICA'S JOB CENTER OF CALIFORNIA MANDATED PARTNER**

CALIFORNIA INDIAN MANPOWER CONSORTIUM, INC.

In addition to the agreement identified in the main body of this Memorandum of Understanding (MOU), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU.

Mandated Partner contact information:

- 1. Mandated Partner:** California Indian Manpower Consortium, Inc.
- 2. Mandated Partner Contact Person:** Lorenda T. Sanchez, Executive Director
- 3. Mandated Partner Address:** 738 North Market Boulevard, Sacramento, CA 95834
- 4. Phone Number:** (916) 920-0285
- 5. Email Address:** lorendas@cimcinc.com

Mandated Partner Federal Funding Streams for WIOA Partnership: Indian and Native American Programs (INA), WIOA sec. 166, 29 USC 3221.

Signature:

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on July 1, 2022, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

California Indian Manpower Consortium, Inc.

By: Lorenda T. Sanchez, Executive Director

Date

**AGREEMENT OF PARTNERSHIP BY
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT
ONE-STOP/AMERICA'S JOB CENTER OF CALIFORNIA MANDATED PARTNER**

DELANO JOINT UNION HIGH SCHOOL DISTRICT

In addition to the agreement identified in the main body of this Memorandum of Understanding (MOU), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU.

Mandated Partner contact information:

1. **Mandated Partner:** Delano Joint Union High School District
2. **Mandated Partner Contact Person:** Jason Garcia, Superintendent
3. **Mandated Partner Address:** 1720 Norwalk Street, Delano, CA 93215
4. **Phone Number:** (661) 720-4101
5. **Email Address:** jgarcia@diuhsd.org

Mandated Partner Federal Funding Streams for WIOA Partnership: WIOA title II Adult Education and Family Literacy Act (AEFLA) program.

Signature:

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on July 1, 2022, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

Delano Joint Union High School District

By: Jason Garcia, Superintendent

Date

**AGREEMENT OF PARTNERSHIP BY
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT
ONE-STOP/AMERICA'S JOB CENTER OF CALIFORNIA MANDATED PARTNER**

MCFARLAND UNIFIED SCHOOL DISTRICT

In addition to the agreement identified in the main body of this Memorandum of Understanding (MOU), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU.

Mandated Partner contact information:

- 1. Mandated Partner:** McFarland Unified School District
- 2. Mandated Partner Contact Person:** Samuel A. Resendez, Superintendent
- 3. Mandated Partner Address:** 601 Second Street, McFarland, CA 93250
- 4. Phone Number:** (661) 792-3081
- 5. Email Address:** saresendez@mcfarland.k12.ca.us

Mandated Partner Federal Funding Streams for WIOA Partnership: WIOA title II Adult Education and Family Literacy Act (AEFLA) program.

Signature:

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on July 1, 2022, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

McFarland Unified School District

By: Samuel A. Resendez, Superintendent

Date

**AGREEMENT OF PARTNERSHIP BY
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT
ONE-STOP/AMERICA'S JOB CENTER OF CALIFORNIA MANDATED PARTNER**

WASCO UNION HIGH SCHOOL DISTRICT

In addition to the agreement identified in the main body of this Memorandum of Understanding (MOU), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU.

Mandated Partner contact information:

- 1. Mandated Partner:** Wasco Union High School District
- 2. Mandated Partner Contact Person:** Robert Cobb, Superintendent
- 3. Mandated Partner Address:** 2100 Seventh Street, Wasco, CA 93280
- 4. Phone Number:** (661) 758-8447
- 5. Email Address:** rocobb@wascohsd.org

Mandated Partner Federal Funding Streams for WIOA Partnership: WIOA title II Adult Education and Family Literacy Act (AEFLA) program.

Signature:

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on July 1, 2022, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

Wasco Union High School District

By: Robert Cobb, Superintendent

Date

**AGREEMENT OF PARTNERSHIP BY
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT
ONE-STOP/AMERICA'S JOB CENTER OF CALIFORNIA MANDATED PARTNER**

FARMWORKER INSTITUTE FOR EDUCATION & LEADERSHIP DEVELOPMENT

In addition to the agreement identified in the main body of this Memorandum of Understanding (MOU), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU.

Mandated Partner contact information:

- 1. Mandated Partner:** Farmworker Institute for Education & Leadership Development
- 2. Mandated Partner Contact Person:** David Villarino, President/CEO
- 3. Mandated Partner Address:** 122 E. Tehachapi Blvd., Suite C, Tehachapi, CA 93561
- 4. Phone Number:** (661) 972-8485
- 5. Email Address:** davidv@fieldinstitute.org

Mandated Partner Federal Funding Streams for WIOA Partnership: WIOA title II Adult Education and Family Literacy Act (AEFLA) program.

Signature:

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on July 1, 2022, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

Farmworker Institute for Education
& Leadership Development

By: David Villarino, President/CEO

Date

**AGREEMENT OF PARTNERSHIP BY
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT
ONE-STOP/AMERICA'S JOB CENTER OF CALIFORNIA MANDATED PARTNER**

LATINO COALITION FOR COMMUNITY LEADERSHIP

In addition to the agreement identified in the main body of this Memorandum of Understanding (MOU), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU.

Mandated Partner contact information:

- 1. Mandated Partner:** Latino Coalition for Community Leadership
- 2. Mandated Partner Contact Person:** Richard R. Ramos, Executive Director
- 3. Mandated Partner Address:** PO Box 61252, Santa Barbara, CA 93160
- 4. Phone Number:** (805) 331-0902
- 5. Email Address:** rramos@latinocoalition.org

Mandated Partner Federal Funding Streams for WIOA Partnership: Reentry Employment Opportunities (REO) programs authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) and WIOA sec. 169.

Signature:

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on July 1, 2022, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

Latino Coalition for Community Leadership

By: Richard R. Ramos, Executive Director

Date

**AGREEMENT OF PARTNERSHIP BY
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT
ONE-STOP/AMERICA'S JOB CENTER OF CALIFORNIA MANDATED PARTNER**

INYO COUNTY HEALTH AND HUMAN SERVICES

In addition to the agreement identified in the main body of this Memorandum of Understanding (MOU), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU.

Mandated Partner contact information:

- 1. Mandated Partner:** Inyo County Department of Health and Human Services
- 2. Mandated Partner Contact Person:** Marilyn Mann, HHS Director
- 3. Mandated Partner Address:** 1360 N. Main Street, Bishop, CA 93514
- 4. Phone Number:** (760) 873-3305
- 5. Email Address:** mmann@inyocounty.us

Mandated Partner Federal Funding Streams for WIOA Partnership: WIOA Title I (B) Adult and Dislocated Worker Programs.

Signature:

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on July 1, 2022, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

Inyo County Department of Health and
Human Services

By: Marilyn Mann, HHS Director

Date

**AGREEMENT OF PARTNERSHIP BY
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT
ONE-STOP/AMERICA'S JOB CENTER OF CALIFORNIA MANDATED PARTNER**

MONO COUNTY SOCIAL SERVICES DEPARTMENT

In addition to the agreement identified in the main body of this Memorandum of Understanding (MOU), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU.

Mandated Partner contact information:

- 1. Mandated Partner:** Mono County Social Services Department
- 2. Mandated Partner Contact Person:** Kathryn Peterson, Director
- 3. Mandated Partner Address:** 1290 Tavern Road, Suite 229, Mammoth Lakes, CA 93546
- 4. Phone Number:** (760) 924-1763
- 5. Email Address:** kpeterson@mono.ca.gov

Mandated Partner Federal Funding Streams for WIOA Partnership: WIOA Title I (B) Adult, Dislocated Worker, and Youth Programs.

Signature:

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on July 1, 2022, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

Mono County Social Services Department

By: Kathryn Peterson, Director

Date

**AGREEMENT OF PARTNERSHIP BY
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT
ONE-STOP/AMERICA'S JOB CENTER OF CALIFORNIA MANDATED PARTNER**

HOUSING AUTHORITY OF THE COUNTY OF KERN

In addition to the agreement identified in the main body of this Memorandum of Understanding (MOU), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU.

Mandated Partner contact information:

- 1. Mandated Partner:** Housing Authority of the County of Kern
- 2. Mandated Partner Contact Person:** Stephen Pelz, Executive Director
- 3. Mandated Partner Address:** 601 24th Street, Bakersfield, CA 93301
- 4. Phone Number:** (661) 631-8500
- 5. Email Address:** spelz@kernha.org

Mandated Partner Federal Funding Streams for WIOA Partnership: Housing & Urban Development.

Signature:

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on July 1, 2022, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

Housing Authority of the County of Kern

By: Stephen Pelz, Executive Director

Date

EXHIBIT "A"
System Map

KERN, INYO & MONO COUNTIES AJCC LOCATIONS

COMPREHENSIVE ONE STOPS

America's Job Center - Bakersfield
1600 E. Belle Terrace
Bakersfield, CA 93307
661.325.HIRE • Fax 661.635.2768

America's Job Center - Delano
707 Main Street, Suite #4
Delano, CA 93215
661.721.5800 • Fax 661.721.5850

America's Job Center - Ridgecrest
540 Perdew Avenue, Suite B2
Ridgecrest, CA 93555
760.384.5995 • Fax 760.446.0732

MONO COUNTY AJCC AFFILIATE SITES

1290 Tavern Road, Suite 229
Mammoth Lakes, CA 93546
760.924.1770 • Fax 760.924.5431

107384 Highway 395
Walker, CA 96107
530.495.1262 • Fax 530.495.1483

INYO COUNTY AJCC AFFILIATE SITE

1360 N. Main Street
Bishop, CA 93514
760.872.1394 • Fax 760.872.4950

www.americasjobcenterofkern.com



325-HIRE

1.800.203.2823 • TDD 661.635.2629



KERN COUNTY AJCC AFFILIATE & SPECIALIZED SITES

● indicates Specialized Site

● The Business Center
1129 Olive Drive, Suite C
Bakersfield, CA 93308
661.336.6650 • Fax 661.392.3611

● 5540 Lake Isabella Blvd., Ste. E-3
Lake Isabella, CA 93240
760.417.55123 • Fax 760.379.1542

● EPIC (Youth Center)
2211 74th Street
Bakersfield, CA 93301
661.336.6460 • Text 661.742.2812

● 2300 State Highway 58
Mojave, CA 93501
661.824.7800 • Fax 661.824.7801

● 1129 Olive Drive, Suite H
Bakersfield, CA 93308
661.336.6700 • Fax 661.393.8724

● 115 N. Central Valley Highway
Shafter, CA 93263
661.746.8400 • Fax 661.746.8402

● 8300 Segre Road
Lamont, CA 93241
661.635.4029 • Fax 661.635.4002

● 119 N. 10th Street
Taft, CA 93268
661.763.0214 • Fax 661.763.0293

The AJCC & WIOA are an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities.

EXHIBIT "B"
MOU with DHS

**MEMORANDUM OF UNDERSTANDING
FOR
JOB PLACEMENT SERVICES**
(Department of Human Services – Employers' Training Resource)

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into on 5/10/2021 ("Execution Date"), by and between the Department of Human Services ("DHS") and Employers' Training Resource ("ETR"), both departments of the County of Kern ("County"), a political subdivision of the State of California.

WHEREAS:

- a. Welfare and Institutions Code Section 11320 et. seq. requires each county to offer a range of services adequate to ensure that California Work Opportunity and Responsibility to Kids ("CalWORKs") participants have access to needed activities and services to assist them in seeking unsubsidized and subsidized employment; and
- b. DHS requires the provision of job placement activities for participants in the CalWORKs Program as more particularly described herein below; and
- c. ETR represents it is qualified, experienced and willing to provide such services pursuant to the terms and conditions set forth herein; and
- d. This partnership targets the federal Temporary Assistance for Needy Families ("TANF") goals to provide assistance to CalWORKs families and to end the dependence of needy parents by promoting job preparation, work and marriage.

NOW, THEREFORE, IT IS AGREED between the parties as follows:

1. TERM

This MOU shall be deemed effective as of July 1, 2021 and shall remain in effect until June 30, 2022 unless sooner terminated as provided for in this Agreement.

2. RESPONSIBILITIES OF ETR

ETR shall provide job placement services for up to 1,480 CalWORKs referrals by DHS. ETR staffing will be based on a target caseload size of 40 assigned participants per Program Specialist.

- A. ETR shall coordinate job referrals with the America's Job Center of California (AJCC) Job Development team.
- B. ETR shall provide supervised job search services to participants referred by DHS for up to four consecutive weeks. In addition to providing services to participants who job search on a full-time basis, ETR shall provide services to participants who, in conjunction with other welfare to work ("WTW") activities, will job search on a part-time basis. Job search services shall include the following:



- 1) ETR shall prepare participants' resumes and will e-mail copies of the resumes to the assigned DHS Social Services Worker ("SSW").
- 2) ETR shall register and train participants on the California Job Opening Browse System ("CalJOBS") website. ETR shall ensure that the participants access CalJOBS at a minimum, on a weekly basis in order to have their resumes maintained in the CalJOBS database.
- 3) ETR shall ensure that participants complete the minimum weekly employer contacts. One employer contact shall equal one hour of participation unless otherwise noted by the participants on their job search records.
- 4) ETR staff shall ensure that participants complete the required weekly hours Participation per the following:
 - a) 20 hours per week for participants in one-parent assistance units with a child under six.
 - b) 30 hours per week for participants in one-parent assistance units with a child six and over; and
 - c) 35 hours per week for participants in two-parent assistance units.
- 5) Upon receipt of a Job Placement Referral, ETR shall immediately contact the participant to schedule an intake appointment for the following Monday to begin job search placement. After the intake appointment ETR shall meet with the participant to review job search progress, make appropriate job referrals, and have the participant conduct a CalJOBS search at the time of contact.
- 6) ETR shall enter the case journal directly into C-IV following each contact with the participant. The case journal should be completed within one business day of contact and include the following:
 - a) Date ETR made contact with the participant
 - b) Attendance and progress of Job Search activities by the participant
 - c) Name of ETR staff member providing services to the participant
 - d) ETR shall enter daily participation hours on at least a weekly basis into the C-IV Activity Progress Detail Page.
 - e) ETR shall e-mail the assigned ("SSW") their participants' job search record on a weekly basis so that the verification can be imaged into C-IV.



- 7) ETR shall notify the DHS ("SSW") by phone, e-mail, or written documentation other than C-IV, within one business day when participants are terminated from the Job Services activity. Terminations include participants entering employment or those receiving services for four consecutive weeks without obtaining employment.
- C. ETR shall monitor all participants' work activities to ensure they meet the minimum participation hours as stated on the CalWORKs Referral form, as presented in Exhibit "A".
- D. ETR shall coordinate participants' supportive service needs with the DHS SSW that referred the participant.
- E. ETR shall coordinate with DHS to effectively resolve non-participation or non-compliance issues within two business days of the date of discovery. ETR shall, at a minimum, initiate one contact with the participant may include telephone calls and/or home calls (at the discretion of ETR). If a participant is re-referred back to ETR within thirty days of their original referral date due to non-compliance, this will not constitute a new referral and will not be included as part of the total number of job placement referrals to be provided under this MOU.

If attempts to resume participation are not successful, the participant shall be referred back to the SSW as non-compliant. ETR shall document the non-compliance situation in the C-IV journal, including a list of the attempts to contact the participant, and a brief summary of telephone calls/e-mail conversations with the assigned DHS SSW within three working days.

- F. ETR shall ensure that no less than 35% of all CalWORKs participants who receive job placement services from ETR for up to four consecutive weeks obtain paid employment. This percentage is based on the formula of completions divided by the number of obtained employments reported. For this purpose, total completions include participants entering subsidized or unsubsidized employment and those participants who are returned without employment. Obtained employment may be reported up to 90 days following the month of completion of ETR services.
- G. ETR shall allocate sufficient Program Support Supervisor and Program Technician/Specialist staff to each office served. ETR will communicate with each DHS District Supervisor to arrange an ETR/DHS panel to interview potential Program Specialist staff. ETR will assign a Program Specialist "Floater" to fill in for District offices to ensure resource room coverage when the normally assigned staff member is absent. Staffing for each office will be based on the number of referrals received from DHS for each office. The target size of each caseload will be 40.
- H. ETR shall staff the Resource Rooms in the Taft, Mojave, Lamont, and Shafter Offices.

3. ETR'S REPORTING RESPONSIBILITIES



ETR shall provide an Employers' Training Resource Job Placement Services Monthly Participant Report in an Excel database format, as presented in **Exhibit "B"**, of CalWORKs participants receiving services during the report month. The report shall include the following information about each participant:

- 1) Participant's name;
- 2) Participant's case number;
- 3) Date DHS referred participant to ETR;
- 4) DHS Social Services Worker (Case Manager);
- 5) ETR Program Technician/Specialist or Job Developer;
- 6) Date hired;
- 7) Employer's name;
- 8) Hourly pay rate or monthly salary rate;
- 9) Medical benefits (yes or no);
- 10) Subsidized employment (yes or no);
- 11) Hours of work per week; and
- 12) Date returned to DHS for non-compliance.

ETR shall maintain on file the participant's Job Search Record as presented in **Exhibit "D"**. These logs shall be completed by the job seeker and indicate the hours of participation completed each week. ETR will e-mail the log to the assigned SSW on a weekly basis so that the document can be imaged into C-IV.

4. RESPONSIBILITIES OF DHS

- A. The DHS SSWs in Bakersfield and the District offices shall refer CalWORKs participants for job placement activities by completing the referral form, **Exhibit "A"**, and emailing it to the assigned ETR staff.
- B. DHS shall provide space for one ETR employee assigned to work on this MOU in the following DHS District Offices: Lamont, Mojave, Taft, Ridgecrest, Delano and Shafter. ETR must obtain prior approval of DHS for any changes in staff or requests to alter facility space.

5. COMPENSATION

DHS shall reimburse ETR for all necessary and reasonable costs incurred on behalf of DHS as set forth in **Exhibit "E"**, in an amount not to exceed \$1,421,344. No additional compensation will be paid for secretarial, clerical support staff or overhead costs. No funds



paid to ETR through this MOU shall be utilized to compensate employees of ETR for overtime or compensatory time off, except to the extent that ETR is required pay for overtime or compensatory time off pursuant to the Fair Labor Standards Act of 1938, 29 USCS Section 201 et seq., or applicable State law. All compensation is subject to the availability of State and Federal funding.

6. REIMBURSEMENT POLICY AND BILLING REQUIREMENTS

ETR shall submit monthly to DHS an invoice for reimbursement of allowable expenditures incurred in the performance of this MOU. Costs claimed under this MOU are subject to the following federal publications from the Office of Management and Budget ("OMB") (current publications are available online and can be found at www.whitehouse.gov/omb/circulars/):

- Uniform Guidance: 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements

- A. ETR shall adjust from its billings to DHS all charges not fully reimbursable under the applicable cost principle and this MOU. ETR accepts fiscal responsibility for any future audit findings resulting from ETR's billings under this MOU. ETR shall refund DHS for all costs related to this MOU which are disallowed by California Department of Social Services ("CDSS") as a result of audit findings or insufficient funds available from the State.

ETR shall comply with all audit exceptions by appropriate federal, State and COUNTY audit agencies as prescribed by the auditing agency, and provide all required audit documentation to DHS pertaining to the services required by this MOU.

- B. Invoices shall be sent to DHS' Accounts Payable Unit for processing by the 25th calendar day of the month following the month in which services were rendered. Invoices shall be addressed as follows:

Kern County Department of Human Services
Attn: Accounts Payable Unit
P.O. Box 511
Bakersfield, CA 93302

- C. Payment will be made to ETR within 30 days of receipt and approval of each complete invoice by DHS. A complete invoice will include request for reimbursement of allowable expenditures with all required documentation, and the receipt of the ETR Job Placement Services Monthly Participant Report, Exhibit "B", and Monthly Summary Report, Exhibit "C", by the DHS Program Liaison assigned to this program. If the invoice is not complete, the 30 day period will start upon receipt of the complete invoice.

- E. Documentation to substantiate charges shall be provided for each invoice and shall be arranged in the same order as the MOU budget categories, detailing the charges for each category. A subtotal for each category shall correlate with the figures on the invoice. Documentation for monitoring shall include, but not limited to, the following items:



- 1) A simplified worksheet that explains how salary changes on invoices were calculated and list employees by name, position, location and amount charged as set forth in **Exhibit "F"**, which is attached hereto and incorporated herein by this reference.
 - 2) A list of charges for each subcategory: Office Supplies, Equipment Repairs, and Travel.
- F. Budget funds are restricted for use within the budget fiscal year. Administrative transfers of funds between budget line items accounts or the addition of budget line items cannot be approved without prior submission of a revised budget by ETR and prior written approval by DHS.
- G. Monthly claims for reimbursement of allowable expenditures shall be summarized from the Auditor-Controller –County Clerk's Financial Management System using the budget unit and expenditure key to which expenditures were applied. Claims of ETR subcontractors under this agreement may require funds transfer by DHS to ETR to allow compensation or reimbursement of subcontractors by ETR. Subcontractor invoices requiring funds transfer shall be documented by attaching a copy of the subcontractor invoice to the monthly claim submitted by ETR to DHS. ETR shall provide to DHS information required to process journal voucher transfers for reimbursement of costs.
- H. DHS shall provide ETR with written confirmation of invoiced costs that are deducted from payment due to non-compliance with the OMB circulars hereinabove mentioned and/or the MOU budget categories. ETR shall have 30 days to respond in writing to letters regarding the questioned costs.
- I. DHS reserves the right to withhold payment if ETR falls behind schedule or submits substandard work.
- J. Final invoices must be received by DHS no later than 60 days following termination of this MOU.

7. REPRESENTATIONS

DHS and ETR make the following representations, which are agreed to be material to and form a part of the inducement for this MOU:

- A. ETR agrees that its subcontractors shall be held to the same standards, requirements and expectations as stated in this MOU; and
- B. ETR has the expertise and support staff necessary to provide the services described in this MOU; and
- C. ETR shall diligently provide all required services in a timely and professional manner in accordance with the terms and conditions stated in this MOU.



8. EVALUATION

Services to be provided by ETR shall be evaluated by DHS on a continuing basis. Evaluation may be accomplished by written or verbal communication and/or by site visits to view fiscal and/or program processes and information. Any deficiencies noted during an evaluation shall be stated and placed in detailed written form, with a copy submitted to ETR. ETR shall respond in writing to the deficiencies statement within 20 days from the date of receipt. A plan to remedy these deficiencies, where applicable, shall be implemented within 60 days from the date of the deficiencies statement. Failure to remedy the stated deficiencies may result in termination of the MOU by DHS.

Deficiencies that may be subject to non-payment of future invoices by DHS shall include:

- A. Failure to notify DHS and receive prior written approval for any changes to Program delivery within 15 days of change for:
 - 1) Change in assigned program staff.
 - 2) Change in program or service hours and days.
 - 3) Change in program or service locations and access for participants.
- B. Failure to request, in writing, and receive written pre-approval from DHS for changes to, or the addition of line items in, the approved budget.
- C. Failure to provide written assurance of required civil rights training as detailed in Paragraph 21, below.

9. CONTRACT DISPUTE

Should a dispute arise between ETR and DHS relating to performance under this MOU, ETR will, prior to exercising any other remedy which may be available, provide DHS with written notice of the particulars of the dispute within 30 calendar days of the dispute. DHS will meet with ETR, review the factors in the dispute, and recommend a means of resolving the dispute before a written response is given to ETR. DHS will provide a written response to ETR within 30 days of receipt of ETR's written notice.

10. TERMINATION

Either party may terminate this MOU, with or without cause, upon 30 days prior written notice to the other party. In the event of termination of this MOU for any reason, DHS shall have no further obligation to pay for any services rendered or expenses incurred by ETR after the effective date of the termination, and ETR shall be entitled to receive compensation for services satisfactorily rendered, calculated on a prorated basis up to the effective date of termination.

11. NON-APPROPRIATION



DHS reserves the right to terminate this MOU in the event insufficient funds are appropriated or budgeted for this MOU in any fiscal year. Upon such termination, DHS will be released from any further financial obligation to ETR, except for services performed prior to the date of termination or any liability due to any default existing at the time this clause is exercised. ETR will be given 30 days written notice in the event that such an action is required by DHS.

12. NOTICES

Notices to be given by one party to the other under this MOU shall be given in writing by personal delivery, by certified mail, return receipt requested, or express delivery service at the addresses specified below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received four days after deposit. A party may change the address to which notice is to be given by giving notice as provided above.

Notice to DHS shall be addressed as follows:

Director
Kern County Department of Human Services
P.O. Box 511
Bakersfield, CA 93302

Notice to ETR shall be addressed as follows:

Assistant County Administrative Officer
Employers' Training Resource
1600 East Belle Terrace
Bakersfield, CA 93307

Nothing in this MOU shall be construed to prevent or render ineffective delivery of notices required or permitted under this MOU by personal service.

13. OWNERSHIP OF DOCUMENTS

All reports, documents and other items generated or gathered in the course of providing services to DHS under this MOU are and shall remain the property of DHS, and shall be returned to DHS upon full completion of all services by ETR or termination of this MOU, whichever first occurs.

14. SOLE AGREEMENT

This document, including all attachments hereto, contains the entire agreement between the parties relating to the services, rights, obligations and covenants contained herein and assumed by the parties respectively. No inducements, representations or promises have been made, other than those recited in this MOU. No oral promise, modification, change or inducement shall be effective or given any force or effect.

15. MODIFICATION OF MOU



This MOU may be modified in writing only, signed by the parties in interest at the time of the modification.

16. CONFIDENTIALITY

No party to this MOU shall, without the written consent of the other party, communicate confidential information, designated in writing or identified in this MOU as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this MOU, the provisions of this paragraph shall continue to survive.

- A. During the term of this Agreement, Parties may receive or create certain confidential Personal Identifiable Information ("PII"). This PII is subject to protection under State and federal law, including the Information Practices Act of 1997 (Cal. Civ. Code §§ 1798 et seq.), and other applicable laws. The Parties represent that the Parties have in place policies and procedures that will adequately safeguard any PII the Parties receive or create, and the Parties specifically agree, on behalf of themselves, the Parties' subcontractors and agents, to safeguard and protect the confidentiality of PII consistent with applicable law, including currently effective provisions of the Information Practices Act of 1997.
- B. For purposes of this section, PII means any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information whether oral or recorded in any form or medium.
- C. The Parties acknowledge that State and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The Parties hereto specifically agree to take such action as is necessary to implement the requirements and other applicable laws relating to the security or confidentiality of PII. The Parties understand and agree that the Parties must provide, when requested, written evidence that the Parties are in compliance with applicable Regulations.
- D. Notwithstanding any other provision of this Agreement, the Parties may terminate this Agreement upon twenty (20) days' notice in the event: (a) the Parties do not promptly provide written evidence of compliance with the Information Practices Act of 1997, or (b) the Parties become aware that the Parties or any of the Parties' subcontractors or agents discloses PII in a manner that is not authorized by the Parties or by applicable law.

17. COMPLIANCE WITH LAW



ETR shall observe and comply with all applicable COUNTY, State and federal laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.

18. CAPTIONS AND INTERPRETATION

Paragraph headings in this MOU are used solely for convenience, and shall be wholly disregarded in the construction of this MOU.

No provision of this MOU shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this MOU shall be construed as if jointly prepared by the parties.

19. TIME OF ESSENCE

Time is hereby expressly declared to be of the essence of this MOU and of each and every provision hereof, and each such provision is hereby made and declared to be a material, necessary and essential part of this MOU.

20. COUNTERPARTS

This MOU may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

21. NONDISCRIMINATION

Neither ETR, nor any officer, agent, employee, servant or subcontractor of ETR, shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of age, sex, color, disability, national origin, race, marital status, sexual orientation, religion, political affiliation, or any other classification protected by law, either directly, indirectly or through contractual or other arrangements as described in CDSS Manual of Policies and Procedures ("MPP"), Chapter 21. ETR will further adhere to all mandated requirements as described in the CDSS MPP, Chapter 21 which can be found at <http://www.dss.cahwnet.gov/getinfo/pdf/3cfcman.pdf>.

ETR understands and acknowledges that its assurance is given in consideration of and for the purpose of receiving compensation for service as provided in this MOU, which compensation is funded through federal and State assistance. In the event DHS is subject to any fiscal sanction or other legal remedies as a result of ETR's failure to comply with the requirements of this section, ETR shall indemnify and hold harmless DHS from any such fiscal sanction or other legal remedy imposed against DHS as provided in the indemnification provisions of this MOU. ETR shall participate in and pay DHS's costs incurred in DHS's defense in any judicial or administrative hearing or process to determine where a violation of this section has occurred.

22. AUDIT, INSPECTION, AND RETENTION OF RECORDS



ETR agrees to maintain and make available to DHS accurate books and records relative to all its activities under this MOU. ETR shall comply with all applicable OMB requirements related to the respective funding utilized in the payment of services specified in this MOU. ETR shall permit DHS to audit, examine and make excerpts and transcripts from such records, and to conduct audits of all invoices, materials, records of personnel or other data related to all other matters covered by this MOU. Audits may be accomplished by written or verbal communication and/or by site visits to view fiscal and/or program processes and information. ETR shall maintain such data and records in an accessible location and condition for a period of not less than three years from the date of final payment under this MOU, or until after the conclusion of any fiscal audit, whichever occurs last. The State of California and/or any federal agency having an interest in the subject of this MOU shall have the same rights conferred upon DHS herein.

23. NON-COLLUSION COVENANT

ETR represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this MOU with DHS. ETR has received from DHS no incentive or special payments or considerations related to the provision of services under this MOU.

24. NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that the enforcement of these terms and conditions and all rights of action relating to such enforcement shall be strictly reserved to DHS. Nothing contained in this MOU shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of DHS that any such person or entity, other than DHS, receiving services or benefits under this MOU shall be deemed an incidental beneficiary only.

25. SIGNATURE AUTHORITY

Each party represents that they have full power and authority to enter into and perform this MOU, and the person signing this MOU on behalf of each party has been properly authorized and empowered to enter into this MOU.

26. EXHIBITS

Each Exhibit attached to this Agreement is incorporated into this Agreement by reference.

[Remainder of this page is intentionally left blank.]



The Parties have executed this Agreement on the Execution Date.

Dated: 5/10/2021

Kern County Department of Human Services

By 
Dena Murphy, Director
"DHS"

Dated: 5/4/2021

Employers' Training Resource

By 
Teresa Hitchcock,
Assistant County Administrative Officer
"ETR"

APPROVED AS TO FORM:
Office of the County Counsel

Dated: 5/10/2021

By 
Bryan Walters, Deputy County Counsel
For Department of Human Services

Dated: 5/7/2021

By 
Gurujodha Khalsa, Chief Deputy County Counsel
For Employers' Training Resource





Exhibit "A"
CalWORKs REFERRAL
Job Placement Services
And
Paid Work Experience Program



A IDENTIFYING INFORMATION

Appointment (complete for Job Placement Services only):

Date of Appointment:

Time: ☐ 10:00a.m. Monday
☐ 2:00 p.m. Monday

Name:

Address:

Phone: () -

SSN: - -

Case Number:

(Telephone # is MANDATORY)

B JOB PLACEMENT SERVICES ONLY

Note: Use TAB key to move through form; Space Bar to mark box(es). DHS SSWs in **Bakersfield** send completed form to **Jessica Solano** via GroupWise. DHS SSWs in **District Career Services Centers** send completed form to the on-site **ETR Program Specialist** via GroupWise.

Number of hours per week assigned to Job Search Activity::

Is participant on a Compliance Plan or a Curing Plan? Yes ☐ No ☐

Employed? Yes ☐ No ☐ Hours per week: Name of Employer:

Comments: (maximum five rows of typing)

Supporting documents (FACTS and Work History form) can be given to the ETR Program Specialist before the appointment date.

C SUBSIDIZED/PAID WORK EXPERIENCE SITE

Note: Use TAB key to move through form; Space Bar to mark box(es). Send completed form to: **Linda Asbridge** via GroupWise.

☐ Assign to subsidized work experience site for _____ hours per week

EPP Site Information:

EPP Start Date: EPP

Work Site:

Job Title:

Work Site Contact Name and Phone #:

SSW Name:

SSW Caseload:

Phone: () -

(Revised 07/20/2015)



EXHIBIT C

ETR CalWORKs JOB PLACEMENT SERVICES
MONTHLY ACTION SUMMARY REPORT

Category	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	FYTD
Planned Number of Enrollments	123	123	123	123	123	123	123	123	123	123	123	127	1480
Actual Number of Referrals Received	0	0	0	0	0	0	0	0	0	0	0	0	0
Actual Number of Clients Enrolled	0	0	0	0	0	0	0	0	0	0	0	0	0
Percent of Plan	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Number Returned as Non-Compliant within 4 Weeks of Initial Referral	0	0	0	0	0	0	0	0	0	0	0	0	0
Number Returned In-Compliance Without Employment within 4 Weeks of Initial Referral	0	0	0	0	0	0	0	0	0	0	0	0	0
Number Obtained Employment Thru ETR's Efforts within 4 Weeks	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Participants Completing Activity	0	0	0	0	0	0	0	0	0	0	0	0	0
Planned Entered Employment Rate	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%
Actual Entered Employment Rate													
Average Wage at Placement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
Average Number of Days in Activity Prior to Employment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Number returned at DHS request	0	0	0	0	0	0	0	0	0	0	0	0	0
Number of no-shows for initial appointment	0	0	0	0	0	0	0	0	0	0	0	0	0

Name:		Week from _____ to _____	
Your next appointment is on: _____ at _____ A.M./P.M.			
With Program Specialist:		Phone	

Date of Search	Company Name and Address	Contact Person / Phone Number	Job Title or Type of Work	How Did You Submit the Application or Resume?				ETR Use Only	
				In Person	On-Line	E-Mail	Fax or Mail	Verified	Hours
	Weekly Meeting with ETR Staff								
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15			Page 1 of 2						

Job Search Record (Continued)

Job Search Record (continued)

0

DocuSign Envelope ID: 806EAB1E-7D80-405F-B84A-A62B9C3FCD2

Date of Search	Company Name and Address	Contact Person / Phone Number	Job Title or Type of Work	How Did You Submit the Application or Resume				ETR Use Only	
				In Person	On-Line	E-Mail	Fax or Mail		
16									
17									
18									
19									
20									
21									
22									
23									
24									
25									
26									
27									
28									
29									
30									
31									
32									

Signature _____

Date _____

I certify by my signature that I completed this form and that it is an accurate and true record of my job search activities.

Exhibit "E"

EMPLOYERS' TRAINING RESOURCE CALWORKS JOB PLACEMENT SERVICES Fiscal Year: 2021-2022	
Line Item	Budget Amount
SALARIES/BENEFITS	\$1,209,344
ADMINISTRATION COSTS	\$65,000
OPERATIONAL COSTS	\$147,000
TOTAL PROGRAM COSTS	\$1,421,344



Exhibit "E"

EMPLOYERS' TRAINING RESOURCE CALWORKS JOB PLACEMENT SERVICES Fiscal Year: 2021-2022	
Line Items	Descriptive Narratives
SALARIES/BENEFITS	\$1,209,344
Program Staff:	Salaries/benefits are for CAO Manager and Program Coordinator who provide oversight for personnel and program activities; Program Specialist/Technician who assist clients with services, track and record client activities, and create reports for DHS; Office Services Assistant/Technician who provide clerical and general assistance with the program; and Job Developers who work with CalWORKs clients in Bakersfield and outlying offices. Benefits include payroll taxes, retirement, medical/dental/vision, Workers' Compensation, and others as authorized by the County of Kern.
CAO Manager	
Program Coordinator	
Program Specialist/Technician	
Office Services Assistant/Technician	
Job Developer	
ADMINISTRATION COSTS	\$65,000
Administration Staff:	Salaries/benefits for Administrative staff who provide personnel, contract and facilities management; monitoring; and accounting for the program.
Administrative Services Officer	
Office Services Coordinator	
Administrative Coordinator	
Sr. Workforce Development Analyst	
Departmental Analyst	
Accountant I/II/III	
Senior Information Systems Spec.	
Fiscal Support Supervisor	
Fiscal Support Technician	
Maintenance Worker	
OPERATIONAL COSTS	\$147,000
Facilities/Rent	Facilities/rent expenses are prorated amounts based on staff occupied square footage allocation methodology. Operating expenses include supplies, materials, services, mileage, etc., which are utilized during the administration and operation of the program.
Supplies	
Equipment Leases	
Repair and Maintenance	
Professional Services	
Phone/Telecommunications	
Utilities	
Travel	
TOTAL PROGRAM COSTS	\$1,421,344



Exhibit "F"

Sample Exhibit for Staffing Charges

Administrative/ Management Personnel		Monthly Salary	Location	FTE*	Charges to the Agreement		
Position	Name				Salary	Benefits	Costs to Agreement
1					0		0
2					0		0
3					0		0
4					0		0
5					0		0
6					0		0
7					0		0
8					0		0
9					0		0
Total Administrative/Management Personnel							0

* Full time equivalent

Program Staff		Monthly Salary	Location	FTE*	Charges to the Agreement		
Position	Name				Salary	Benefits	Costs to Agreement
1					0		0
2					0		0
3					0		0
4					0		0
5					0		0
6					0		0
7					0		0
8					0		0
9					0		0
10					0		0
Total Program Staff							0



EXHIBIT "C"
Referral Chart

AJCC PARTNER REFERRAL FLOW CHART

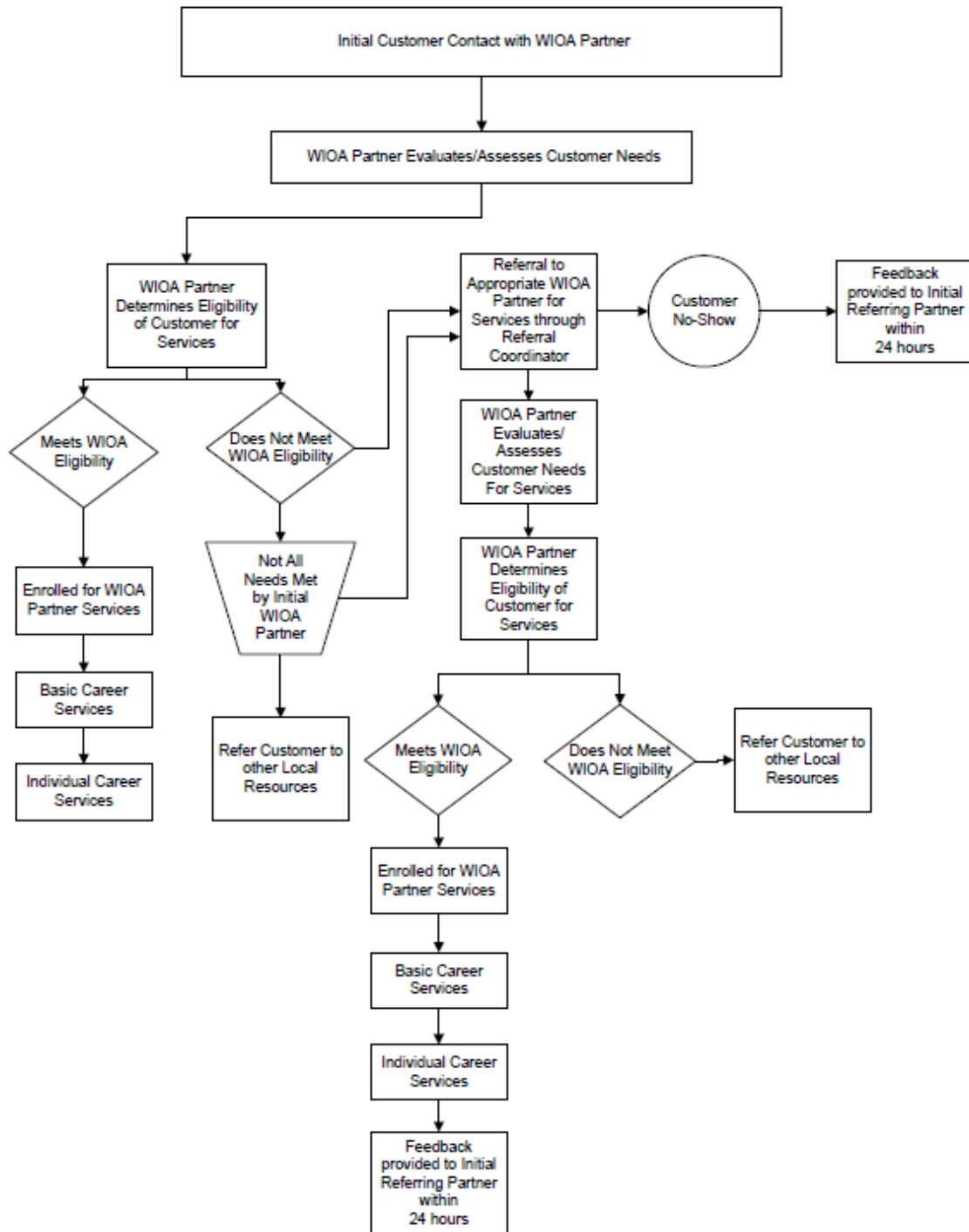


EXHIBIT "D"

SOUTHEAST AJCC 2021 - 2022							
Third-Party In-Kind Infrastructure Contributions to Support the AJCC As Whole							
		Contributors					
Cost Categories	Total Cost	ETR	EDD	DHS	DOR	Value	Balance to Allocate
	Partner Share	72.16%	15.26%	6.96%	5.62%	1	=====
Rent	526,716	371,569	135,594	16,373	3,181	526,716	
Operational Costs Including Utilities/Maintenance*	554,042	273,749	84,972	11,997	1,539	554,042	181,786
Operational Costs not included in Lease/Ops Costs*	181,786	131,177	27,740	12,652	10,216	181,786	0
Equipment**	53,000	38,245	8,088	3,689	2,979	53,000	0
Marketing/Outreach Technology	147,799	106,652	22,554	10,287	8,306	147,799	0
Common Identifier****	7,787	5,619	1,188	542	438	7,787	0
Totals with Total Partner Allocations & Remaining Allocation Amt	1,289,344	927,010	280,137	55,539	26,658	1,080,758	0
Per Month Costs	107,445	77,251	23,345	4,628	2,222	90,063	0
Total Infrastructure to Be Allocated to Colocated Partners:						\$	1,289,344
AJCC Infrastructure Budget							
Southeast AJCC							
KIM's Network of Comprehensive AJCCs							
Cost Category/Line Item	Line Item Cost Detail					Cost	
RENT							
Rental of Facilities ETR	Paid directly to County by Agency					\$	371,569
Rental of Facilities EDD	Paid directly to County by Agency					\$	135,594
Rental of Facilities DHS	Paid directly to County by Agency					\$	16,373
Rental of Facilities DOR-updated	Paid directly to County by Agency					\$	3,181
Rental Cost Subtotals:						\$	526,716
Utilities & Maintenance							
Ops for ETR	Paid directly to County by Agency					\$	273,749
Ops for EDD	Paid directly to County by Agency					\$	84,972
Ops for DHS	Paid directly to County by Agency					\$	11,997
Ops for DOR--updated	Paid directly to County by Agency					\$	1,539
Brighthouse High-Speed Internet	Based upon Price Agreement for SEAICC					\$	1,406
Telephone Infrastructure	Annualized Telecom Charges to SEAICC					\$	30,000
Security - guards	R Stanley current Price Agreement					\$	143,440
Security - alarm monitoring	Tel-Tec current Price Agreement					\$	6,940
Utilities & Maintenance Cost Subtotals:						\$	554,042
Equipment							
Reception Equipment	PCs, Scanners, & other					\$	10,000
Assistive technology for individuals with disabilities	Navigator System					\$	5,500
Copiers	Annual Rental as needed for AJCC Shared Ops					\$	40,000
Fax Machines	As needed for AJCC Shared Ops					\$	1,000
AJCC Computers	Estimated Replacement Costs (\$80,000 x .75)					\$	60,000
Licensing for AJCC Computers	Office, A/V, SQL, etc (90 licenses)					\$	13,000
Printers	As needed for AJCC Shared Ops					\$	4,000
Other:						\$	-
(with "x" value of equipment is deleted in cost spread) Value with New Equipment:						\$	133,500
Value without New Equipment						\$	53,000
Marketing/Outreach Technology to Facilitate Access to the AJCC (See COMMON AJCC COSTS for Details)							
Common Costs for ALL AJCCs	Based on Location From All AJCC Costs					\$	147,799
Technology to Facilitate Access to the AJCC						\$	147,799
Common Identifier Costs (Local Option, If Agreed To By All Colocated Partners)(See COMMON AJCC COSTS for Details)							
Common Identifier Costs for SEAICC	Based on Location From All AJCC Costs					\$	7,787
Common Identifier Subtotal:						\$	7,787
SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS							
SEAICC							
COST CATEGORY						TOTAL COST	
Subtotal: Rental Costs						\$	526,716
Subtotal: Utilities & Maintenance Costs						\$	554,042
Subtotal: Equipment Costs						\$	53,000
Subtotal: Technology to Facilitate Access Costs						\$	147,799
Subtotal: Common Identifier Costs						\$	7,787
TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/NETWORK:						\$	1,289,344

These infrastructure costs reflected herein are estimated and serves as a placeholder until such time when supporting documentation is provided to the colocated partners to confirm the infrastructure cost allocations. In addition, Colocated Partners located in the AJCC that are requested to pay for certain services, goods and/or equipment will first meet and confer within a reasonable time following such a request about said services, goods and/or equipment prior to its procurement. Colocated Partners will discuss and define the services, goods and/or equipment, and consider all factors and benefits to the partnership and agree to shared costs accordingly.

* Utilities & Ops to include electric, gas, water, sewer, trash, custodial, telephones, high-speed internet, contracted maintenance, contracted security, & any other similar item for necessary for operations

** Computers, including Assessment-related products, assistive technology for individuals with disabilities, copiers, fax, & other tangible equipment used to serve all center customers

*** Technology used to facilitate access to the One-Stop Center, including technology used for the center's planning and outreach activities, cost of creation and maintenance of center website (not specific to an individual partner.

**** Creating Signage, updating templates & materials, updating electronic resources

**** AJCC Equipment is valued at Cost of Current Market Prices. Replacement schedule is to be determined. Costs are shown/not shown for understanding of Infrastructure Costs.

EXHIBIT "E"

These infrastructure costs reflected herein are estimated and serves as a placeholder until such time when supporting documentation is provided to the colocated partners to confirm the infrastructure cost allocations. In addition, Colocated Partners located in the AJCC that are requested to pay for certain services, goods and/or equipment will first meet and confer within a reasonable time following such a request about said services, goods and/or equipment prior to its procurement. Colocated Partners will discuss and define the services, goods and/or equipment, and consider all factors and benefits to the partnership and agree to shared costs accordingly.

* Based upon DHS not having any staff in AJCC

** AJCC Equipment is valued at Cost of Current Market Prices. Replacement schedule is to be determined. Costs are shown/not shown for understanding of Infrastructure Costs. Computers, including Assessment-related products, assistive technology for individuals with disabilities, copiers, fax, & other tangible equipment used to serve all center customers

*** Technology used to facilitate access to the One-Stop Center, including technology used for the center's planning and outreach activities, cost of creation and maintenance of center website (not specific to an individual partner).

**** Creating Signage, updating templates & materials, updating electronic resources

***** Utilities went beyond 3 months due to services still needed and necessary for cleanup

^^^ AJCC Equipment is valued at Cost of Current Market Prices. Replacement schedule is to be determined. Costs are shown/not shown for understanding of Infrastructure Costs

EXHIBIT "F"

RIDGECREST--540 Perdwew 2021 - 2022						
Third-Party In-Kind Infrastructure Contributions to Support the AJCC As Whole						
		Contributors				
Cost Categories	Total Cost	ETR (Note: Net Cost after Partner reimbursement)	DHS	DOR	Value	Balance to Allocate
	Partner Share	39.66%	37.67%	22.67%	1	
Rent*	43,402	29,180	-	14,222	43,402	(14,222)
Utilities/Maintenance/Other Ops	30,401	20,267.36	-	10,134	30,401	0
Equipment	7,200	2,856	2,712	1,632	7,200	0
Marketing/Outreach Technology****	13,778	5,464	5,190	3,123	13,778	0
Common Identifier*****	726	288	273	165	726	0
Totals with Total Partner Allocations & Remaining Allocation Amt	95,506	58,055	8,176	29,276	95,506	0
Estimated Monthly Costs	7,959	4,838	681	2,440	7,959	
Total Infrastructure to Be Allocated to Colocated Partners:					\$	95,506
AJCC Infrastructure Budget Ridgecrest AJCC KIM's Network of Comprehensive AJCCs						
Cost Category/Line Item	Line Item Cost Detail				Cost	
RENT						
Rental of Facilities ETR	\$3617 Monthly--Annualized				\$	43,402
Reimbursement to ETR from DHS	\$1945.12 Monthly Annualized				\$	23,341
Reimbursement to ETR from DOR	\$1185.18 Monthly Annualized				\$	14,222
Other:					\$	-
Rental Cost Subtotals:					\$	80,966
Utilities & Maintenance						
Gas & Electric, Water & Trash	*Included in rent consideration fee				\$	8,907
Media Com High-Speed Internet	Based on current charges				\$	6,715
Telephone (Landlines)	*Included in rent consideration fee				\$	-
Facility Maint. Contract (Janitorial)	*Included in rent consideration fee				\$	13,891
Security (Monitoring)	Based on current charges				\$	888
Security Contract	**No charges				\$	-
Utilities & Maintenance Cost Subtotals:					\$	30,401
Equipment						
Reception Equipment	PCs, Scanners, & other				\$	2,000
Assistive technology for individuals	Navigator System				\$	5,500
Copiers	Annual Rental Estimates for AJCC Shared Ops				\$	4,000
Fax Machines	As needed for AJCC Shared Ops				\$	500
AJCC Computers	Estimated Replacement Costs				\$	10,800
Licensing for AJCC Computers	Office, A/V, SQL, etc				\$	2,700
Printers	As needed for AJCC Shared Ops				\$	2,250
Other:						
Value with New Equipment:					\$	27,750
(with "x" value of equipment is deleted in cost spread) Value without New Equipment					\$	7,200
Marketing/Outreach Technology to Facilitate Access to the AJCC (See COMMON AJCC COSTS for Details)						
Common Costs for ALL AJCC	Based on Location From All AJCC Costs				\$	13,778
Marketing/Outreach Subtotal:					\$	13,778
Common Identifier Costs (Local Option, If Agreed To By All Colocated Partners)						
Common Identifier Costs for	Based on Location From All AJCC Costs				\$	726
Updating Electronic Resources	Estimated					In-house
Common Identifier Subtotal:					\$	726
SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS						
RIDGECREST						
COST CATEGORY					TOTAL COST	
Subtotal: Rental Costs					\$	80,966
Subtotal: Utilities & Maintenance Costs					\$	30,401
Subtotal: Equipment Costs					\$	7,200
Subtotal: Technology to Facilitate Access Costs					\$	13,778
Subtotal: Common Identifier Costs					\$	726
TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/NETWORK:					\$	133,070
These infrastructure costs reflected herein are estimated and serves as a placeholder until such time when supporting documentation is provided to the colocated partners to confirm the infrastructure cost allocations. In addition, Colocated Partners located in the AJCC that are requested to pay for certain services, goods and/or equipment will first meet and confer within a reasonable time following such a request about said services, goods and/or equipment prior to its procurement. Colocated Partners will discuss and define the services, goods and/or equipment, and consider all factors and benefits to the partnership and agree to shared costs accordingly. *DHS pays their rent share by JV on a monthly basis. DOR does not pay. **Currently no services due to COVID but anticipate this will restart soon *** Computers, including Assessment-related products, assistive technology for individuals with disabilities, copiers, fax, & other tangible equipment used to serve all center customers **** Technology used to facilitate access to the One-Stop Center, including technology used for the center's planning and outreach activities, cost of creation and maintenance of center website (not specific to an individual partner.) ***** Creating Signage, updating templates & materials, updating electronic resources ^^^ AJCC Equipment is valued at Cost of Current Market Prices. Replacement schedule is to be determined. Costs are shown/not shown for understanding of Infrastructure Costs.						

EXHIBIT "G"

SOUTHEAST AJCC				Total Item Cost	
EQUIPMENT COSTS			\$ 56,345.59	\$ 161,017.53	Y if Leased
1st Floor Reception/Lobby					
2	PC for FOB	ETR	\$ 1,035.83	\$ 2,071.66	
2	Monitor for FOB	ETR	\$ 289.99	\$ 579.98	
1	FOB	ETR	\$ 246.93	\$ 246.93	
2	PCs for AJCC Reception	ETR	\$ 1,035.83	\$ 2,071.66	
2	Monitors for AJCC Reception	ETR	\$ 289.99	\$ 579.98	
2	Reception Phones	ETR		\$ -	
1	TTY Phone	ETR	\$ 336.88	\$ 336.88	
1	Fax/Copier	ETR	\$ 2,687.50	\$ 2,687.50	
1	HP Printer	ETR	\$ 949.99	\$ 949.99	
Resource Room					
25	PCs	ETR	\$ 1,035.83	\$ 25,895.75	
1	Navigator PC	ETR	\$ 289.99	\$ 289.99	
1	Panasonic Copier (Estimated Annual Cost)	ETR	\$ 1,096.56	\$ 1,096.56	N
1	Bizhub Copier (Annual Lease--Not counting Click Charges)	ETR	\$ 3,289.56	\$ 3,289.56	Y
1	Printer	ETR	\$ 949.99	\$ 949.99	
1	FOB	ETR	\$ 246.93	\$ 246.93	
1	Scanner	ETR	\$ 2,687.50	\$ 2,687.50	
1	Navigator Workstation Accessories	ETR	\$ 6,000.00	\$ 6,000.00	
1	Navigator PC	ETR	\$ 1,035.83	\$ 1,035.83	
4	Client Job-Search Phones	ETR		\$ -	
1	Client Direct-Connect UI Phone	ETR		\$ -	
Classroom #1					
1	Panasonic Copier	ETR	\$ 1,096.56	\$ 1,096.56	N
1	Large Wall-Mounted Monitor	ETR	\$ 615.60	\$ 615.60	
1	PC for Wall-Mounted Monitor	ETR	\$ 1,035.83	\$ 1,035.83	
7	Client PCs	ETR	\$ 1,035.83	\$ 7,250.81	
7	Client Monitors	ETR	\$ 289.99	\$ 2,029.93	
2	HP Printers	ETR	\$ 949.99	\$ 1,899.98	
1	Large Wall-Mounted Vizio Monitor	ETR	\$ 615.60	\$ 615.60	
1	PC for Wall-Mounted Monitor	ETR	\$ 1,035.83	\$ 1,035.83	
Classroom #2					
4	Testing PCs	ETR	\$ 1,035.83	\$ 4,143.32	
4	Testing Monitors	ETR	\$ 289.99	\$ 1,159.96	
1	Small Printer	ETR	\$ 549.99	\$ 549.99	
1	EDD Large monitor	EDD		\$ -	
1	EDD DVD	EDD		\$ -	
1	EDD Speakers	EDD		\$ -	
1	EDD PC	EDD		\$ -	
1	Overhead Projector	EDD		\$ -	

Classroom #3				
20	Customer PCs Typing Tests/WK/WinSolutions	ETR	\$ 1,035.83	\$ 20,716.60
20	Monitors	ETR	\$ 289.99	\$ 5,799.80
1	Staff PC	ETR	\$ 1,035.83	\$ 1,035.83
1	Staff Monitor	ETR	\$ 289.99	\$ 289.99
1	FOB	ETR	\$ 246.93	\$ 246.93
1	FOB PC	ETR	\$ 1,035.83	\$ 1,035.83
1	FOB Monitor	ETR	\$ 289.99	\$ 289.99
1	Sony DVD/VHS	ETR	\$ 79.47	\$ 79.47
1	Panasonic Copier (Estimated Annual Cost)	ETR	\$ 1,096.56	\$ 1,096.56
1	Magnavox TV	ETR		\$ -
1	HP Printer	ETR	949.99	\$ 949.99
1	Canon Copier/Fax/Scanner	ETR	\$ 2,687.50	\$ 2,687.50
Classroom #4				
20	Customer PCs	ETR	\$ 1,035.83	\$ 20,716.60
20	Customer Monitors	ETR	289.99	\$ 5,799.80
1	HPLaserJet 5475	ETR	949.99	\$ 949.99
1	Sony DVD/VHS	ETR	79.46	\$ 79.46
2	Phones	ETR		\$ -
Upstairs West Wing Lobby Area				
1	Wall-Mounted SMART TV	ETR	598.49	\$ 598.49
Upstairs West Wing Office Area				
1	Wall-Mounted SMART TV	ETR	598.49	\$ 598.49
Room #227				
1	Conference Phone	ETR		\$ -
1	PC	ETR	1035.83	\$ 1,035.83
1	Web-Cam for Video Conferencing	ETR	61.99	\$ 61.99
1	Large-Wall Mounted Samsung Monitor	ETR	1513.72	\$ 1,513.72
1	Speakers	ETR	22.99	\$ 22.99
Large Conference Room				
1	PC	ETR	\$ 1,035.83	\$ 1,035.83
1	Large Wall-Mounted Monitor	ETR	\$ 1,513.72	\$ 1,513.72
1	VHS/DVD	ETR	79.46	\$ 79.46
1	Speakerss	ETR	22.99	\$ 22.99
1	Web-Cam for Video Conferencing	ETR	61.99	\$ 61.99
2nd Floor East				
1	PC for Room Reservations			
1	Monitor for Room Reservations			

2nd Floor West Wing Lobby					
1	PC	ETR	\$ 1,035.83	\$ 1,035.83	
1	Monitor	ETR	289.99	\$ 289.99	
1	HP Printer	ETR	949.99	\$ 949.99	
1	Panasonic Copier (Estimated Annual Cost)	ETR	\$ 1,096.56	\$ 1,096.56	
1	Digital Sender	DHS			
1	HP Printer	DHS			
1	Digital Sender	ETR			
1	Refrigerator	ETR			
2nd Floor Copy Room West					
1	Copier/Scanner/Fax	EDD			
1	HP Printer	EDD			
1	Fax	EDD			
1	EDD Copier Scanner	EDD			
Phone Infrastructure for 1600 E. Belle Terrace					
	BroadBand Equipment (included w/Brighthouse Costs)	Brighthouse	\$ -	\$ -	
6	Phone Switches	ETR	\$ 2,779.37	\$ 16,676.22	
1	DHCP Firewall		\$ 199.00	\$ 199.00	

EXHIBIT "H"

DELANO				Total Item Cost	
EQUIPMENT COSTS			\$ 36,621.09	\$ 79,512.41	Y if Leased
Reception/Lobby					
1	PC for FOB	ETR	\$ 1,305.83	\$ 1,305.83	
1	Monitor for FOB	ETR	\$ 289.99	\$ 289.99	
1	FOB	ETR	\$ 246.93	\$ 246.93	
2	PCs for AJCC Reception	ETR	\$ 1,305.83	\$ 2,611.66	
2	Monitors for AJCC Reception	ETR	\$ 289.99	\$ 579.98	
1	EDD Copier (Per Staff Breaks down & doesn't work)	EDD		\$ -	
1	DHS Copier (Per Staff Busy & used only by DHS)	DHS		\$ -	
3	DHS PCs (Used by DHS for DHS)	DHS		\$ -	
3	DHS Monitors (Used by DHS for DHS)	DHS		\$ -	
1	Large Wall Mounted Monitor (Used by DHS for DHS)	DHS		\$ -	
1	PC for Wall Mounted Monitor (Used by DHS for DHS)	DHS		\$ -	
Resource Room					
15	PCs	ETR	\$ 1,305.83	\$ 19,587.45	
15	Monitors	ETR	\$ 289.99	\$ 4,349.85	
1	PC For FOB	ETR	\$ 1,305.83	\$ 1,305.83	
1	Monitor for FOB	ETR	\$ 289.99	\$ 289.99	
1	FOB	ETR	\$ 246.93	\$ 246.93	
1	Navigator PC	ETR	\$ 1,305.83	\$ 1,305.83	
1	Navigator Monitor	ETR	\$ 289.99	\$ 289.99	
1	Navigator Workstation Accessories	ETR	\$ 6,000.00	\$ 6,000.00	
1	Canon Copier/Fax/Scanner	ETR	\$ 2,687.50	\$ 2,687.50	
1	HP Printer	ETR	\$ 949.99	\$ 949.99	
5	Phones	ETR	\$ 350.00	\$ 1,750.00	
1	TTY	ETR	\$ 336.88	\$ 336.88	
1	Desktop Scanner	ETR	\$ 2,133.60	\$ 2,133.60	
Classroom					
12	PCs	ETR	\$ 1,305.83	\$ 15,669.96	
12	Monitors	ETR	\$ 289.99	\$ 3,479.88	
1	Staff PC	ETR	\$ 1,305.83	\$ 1,305.83	
1	Staff Monitor	ETR	\$ 289.99	\$ 289.99	
1	HP LaserPrint	ETR	\$ 949.99	\$ 949.99	
				\$ -	
Behind Reception					
1	Canon FAX (Per Staff used for Clients)	ETR	\$ 2,687.50	\$ 2,687.50	
1	HP Printer used by Reception Staff	ETR	\$ 949.99	\$ 949.99	
				\$ -	
Copy Room					
1	HP Printer	ETR	\$ 949.99	\$ 949.99	
1	Shredder	ETR		\$ -	
1	Panasonic Copier (Estimated Annual Cost)	ETR	\$ 1,096.56	\$ 1,096.56	N
1	Bizhub Copier (Annual Lease--Not counting Click Charges)	ETR	\$ 3,289.56	\$ 3,289.56	Y
	Plus Click Charges (.012 BW & .068 Color)	ETR		\$ -	

Conference Room #1					
1	Large Wall Mounted Monitor	ETR		\$ -	
1	PC	ETR		\$ -	
Conference Romm #2					
1	Large Wall Mounted Monitor	ETR			
1	PC	ETR			
Hallway					
1	Fax Machine	EDD		\$ -	
1	HP Printer	ETR	949.99	\$ 949.99	
1	Industrial Shredder	ETR	1624.94	\$ 1,624.94	
East Side Wall Area					
2	Printers (To be disposed of)	EDD			

EXHIBIT "I"

RIDGECREST--540 Perdew Avenue				Total Item Cost	
			\$ 3,730.56	\$ 12,877.62	Y if Leased
Reception/Lobby/Resource Room					
1	PC for FOB	ETR	\$ 1,305.83	\$ 1,305.83	
1	Monitor for FOB	ETR	\$ 289.99	\$ 289.99	
1	FOB	ETR	\$ 246.93	\$ 246.93	
6	PCs Computer Lab	ETR	\$ 1,305.83	\$ 7,834.98	
6	Monitors for Computer Lab	ETR	\$ 289.99	\$ 1,739.94	
5	PCs Resource Room	ETR	\$ 2.00	\$ 10.00	
5	Monitors for Resource Room	ETR	\$ 289.99	\$ 1,449.95	
1	Copier	DHS	\$ -	\$ -	

EXHIBIT "J"

EXHIBIT "K"

OILDALE--Olive Drive				
Third-Party In-Kind Infrastructure Contributions to Support the AJCC As Whole				
		Contributors		
Cost Categories	Total Cost	ETR	Value	Balance to Allocate
Rent	127,119	127,119	127,119	0
Utilities/Maintenance Other Ops *	118,293	118,293	118,293	0
Equipment**	11,600	11,600	11,600	0
Access Technology***	27,712	27,712	27,712	0
Common Identifier****	13,832	13,832	13,832	0
Totals with Total Partner Allocations & Remaining Allocation Amt	298,556	298,556	298,556	0
Estimated Monthly Costs	24,880	24,880	24,880	
Total Infrastructure to Be Allocated to AJCC Ops: \$ 298,555.85				
AJCC Infrastructure Budget Oildale AJCC KIM's Network of Affiliate AJCCs				
Cost Category/Line Item	Line Item Cost Detail		Cost	
RENT				
Rental of Facilities	\$10,593.26 Monthly--Annualized		\$ 127,119	
Other:			\$ -	
Other:			\$ -	
Rental Cost Subtotals:			\$ 127,119	
Utilities & Maintenance				
Utilities	Estimated		\$ 38,000	
High-Speed Internet	Based upon Brighthouse		\$ -	
Telephone (Landlines)	Based upon Communication Charges for FY2016-17		\$ 10,821	
Facility Maint. Contract (Janitorial)	Based on current charges		\$ 16,272	
Security (Monitoring)	Based upon Tel-Tec's current Price Agreement		\$ 1,200	
Security Contract	Based upon Estimated Actual		\$ 50,000	
Other:	Based upon Property Management Fees		\$ 2,000	
Utilities & Maintenance Cost Subtotals:			\$ 118,293	
Equipment				
Reception Equipment	PCs, Scanners, & other		\$ 2,000	
Assistive technology for individuals	Navigator System		\$ 5,500	
Copiers	Annual Rental Estimates for AJCC Ops		\$ 8,000	
Fax Machines	As needed for AJCC Shared Ops		\$ 500	
AJCC Computers	As needed for AJCC Shared Ops		\$ 10,800	
Licensing for AJCC Computers	Office, A/V, SQL, etc		\$ 3,600	
Printers	As needed for AJCC Shared Ops		\$ 2,250	
Other:				
Value with New Equipment:			\$ 32,650	
(with "x" value of equipment is deleted in cost spread)Value without New Equipment			\$ 11,600	
Marketing/Outreach Technology to Facilitate Access to the AJCC (See COMMON AJCC COSTS for Details)				
Common Costs for ALL AJCC	Based on Location From All AJCC Costs		\$ 27,712	
Marketing/Outreach Subtotal:			\$ 27,712	
Common Identifier Costs (Local Option, If Agreed To By All Colocated Partners)				
Common Identifier Costs for	Based on Location From All AJCC Costs		\$ 13,832	
Updating Electronic Resources	Estimated		In-house	
Common Identifier Subtotal:			\$ 13,832	
SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS				
OILDALE				
COST CATEGORY			TOTAL COST	
Subtotal: Rental Costs			\$ 127,119	
Subtotal: Utilities & Maintenance Costs			\$ 118,293	
Subtotal: Equipment Costs			\$ 11,600	
Subtotal: Technology to Facilitate Access Costs			\$ 27,712	
Subtotal: Common Identifier Costs			\$ 13,832	
TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/NETWORK:			\$ 298,556	

** AJCC Equipment is valued at Cost of Current Market Prices. Replacement schedule is to be determined. Costs are shown/not shown for understanding of Infrastructure Costs.

EXHIBIT "L"

TAF--119 North 10th Street				
Third-Party In-Kind Infrastructure Contributions to Support the AJCC As Whole				
		Contributors		
Cost Categories	Total Cost	ETR	Value	Balance to Allocate
Rent	332	332	332	0
Utilities/Maintenance	987	987	987	0
Other Ops *				
Equipment**	4,288	4,288	4,288	0
Access Technology***	11,822	11,822	11,822	0
Common Identifier****	852	852	852	0
Totals with Total Partner Allocations & Remaining Allocation Amt	18,281	18,281	18,281	0
Estimated Monthly Costs	1,523	1,523	1,523	
Total Infrastructure to Be Allocated to AJCC Ops: \$ 18,281.08				
AJCC Infrastructure Budget				
Taft AJCC				
KIM's Network of Affiliate AJCCs				
Cost Category/Line Item	Line Item Cost Detail		Cost	
RENT				
Rental of Facilities	No Charge (Expenses shown are from FY 2016-17 7650 rent expense allocation)		\$	332
Other:			\$	-
Rental Cost Subtotals:			\$	332
Utilities & Maintenance				
Utilities are all included in Rent	Included above		\$	-
Telephone (Landlines)	Based on FY 2016-17-Communication Charges		\$	710
Facility Maint. Contract (Janitorial)	Included above with misc charges to ETR		\$	277
Other:			\$	-
Utilities & Maintenance Cost Subtotals:			\$	987
Equipment				
Reception Equipment	PCs, Scanners, & other		\$	1,050
Copiers	Annual Rental Estimates for AJCC Ops		\$	2,000
Fax Machines	As needed for AJCC Shared Ops		\$	500
AJCC Computers	As needed for AJCC Shared Ops		\$	1,800
Licensing for AJCC Computers	Office, A/V, SQL, etc		\$	288
Printers	As needed for AJCC Shared Ops		\$	500
Other:				
Value with New Equipment:			\$	6,138
(with "x" value of equipment is deleted in cost spread)Value without New Equipment			\$	4,288
Marketing/Outreach Technology to Facilitate Access to the AJCC (See COMMON AJCC COSTS for Details)				
Common Costs for ALL AJCC	Based on Location From All AJCC Costs		\$	11,822
Marketing/Outreach Subtotal:			\$	11,822
Common Identifier Costs (Local Option, If Agreed To By All Colocated Partners)				
Common Identifier Costs for	Based on Location From All AJCC Costs		\$	852
Updating Electronic Resources	Estimated			In-house
Common Identifier Subtotal:			\$	852
SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS				
TAFT				
COST CATEGORY			TOTAL COST	
Subtotal: Rental Costs			\$	332
Subtotal: Utilities & Maintenance Costs			\$	987
Subtotal: Equipment Costs			\$	4,288
Subtotal: Technology to Facilitate Access Costs			\$	11,822
Subtotal: Common Identifier Costs			\$	852
TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/NETWORK:			\$	18,281

**** AJCC Equipment is valued at Cost of Current Market Prices. Replacement schedule is to be determined. Costs are shown/not shown for understanding of Infrastructure Costs.**

** AJCC Equipment is valued at Cost of Current Market Prices. Replacement schedule is to be determined. Costs are shown/not shown for understanding of Infrastructure Costs.

EXHIBIT "M"

SHAFTER--115 Central Valley Highway				
Third-Party In-Kind Infrastructure Contributions to Support the AJCC As Whole				
		Contributors		
Cost Categories	Total Cost	ETR	Value	Balance to Allocate
Rent	748		748	748
Utilities/Maintenance	875		875	875
Other Ops *				
Equipment**	5,214		5,214	5,214
Access Technology***	7,413		7,413	7,413
Common Identifier****	534		534	534
Totals with Total Partner Allocations & Remaining Allocation Amt	14,784		14,784	14,784
Estimated Monthly Costs	1,232		1,232	
Total Infrastructure to Be Allocated to AJCC Ops: \$ 14,783.82				
AJCC Infrastructure Budget Shafter AJCC KIM's Network of Affiliate AJCCs				
Cost Category/Line Item	Line Item Cost Detail		Cost	
RENT				
Rental of Facilities	No Charge (Expenses shown are from FY 2016-17 7650 rent expense allocation)		\$	748
Other:			\$	-
Rental Cost Subtotals:			\$	748
Utilities & Maintenance				
Utilities	Included above		\$	-
Media Com High-Speed Internet	Included above		\$	-
Telephone (Landlines)	Based upon Communication Charges for FY2016-17		\$	875
Facility Maint. Contract (Janitorial)	Included in Rent		\$	-
Other:			\$	-
Utilities & Maintenance Cost Subtotals:			\$	875
Equipment				
Reception Equipment	PCs, Scanners, & other		\$	2,000
Assistive technology for individuals	Navigator System		\$	5,500
Copiers	Estimated Rental as needed for AJCC Shared Ops		\$	2,000
Fax Machines	As needed for AJCC Shared Ops		\$	350
AJCC Computers	As needed for AJCC Shared Ops (6)		\$	5,400
Licensing for AJCC Computers	Office, A/V, SQL, etc		\$	864
Printers	As needed for AJCC Shared Ops		\$	1,000
Other:				
Value with New Equipment:			\$	17,114
(with "x" value of equipment is deleted in cost spread)Value without New Equipment			\$	5,214
Marketing/Outreach Technology to Facilitate Access to the AJCC (See COMMON AJCC COSTS for Details)				
Common Costs for ALL AJCC	Based on Location From All AJCC Costs		\$	7,413
Marketing/Outreach Subtotal:			\$	7,413
Common Identifier Costs (Local Option, If Agreed To By All Colocated Partners)				
Common Identifier Costs for	Based on Location From All AJCC Costs		\$	534
Updating Electronic Resources	Estimated			In-house
Common Identifier Subtotal:			\$	534
SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS				
SHAFTER				
COST CATEGORY			TOTAL COST	
Subtotal: Rental Costs			\$ 748	
Subtotal: Utilities & Maintenance Costs			\$ 875	
Subtotal: Equipment Costs			\$ 5,214	
Subtotal: Technology to Facilitate Access Costs			\$ 7,413	
Subtotal: Common Identifier Costs			\$ 534	
TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/NETWORK:			\$ 14,784	

** AJCC Equipment is valued at Cost of Current Market Prices. Replacement schedule is to be determined. Costs are shown/not shown for understanding of Infrastructure Costs.

EXHIBIT "N"

LAKE ISABELLA--6405 Lake Isabella Blvd				
Third-Party In-Kind Infrastructure Contributions to Support the AJCC As Whole				
		Contributors		
Cost Categories	Total Cost	ETR	Value	Balance to Allocate
Rent	7,135	7,135	7,135	0
Utilities/Maintenance	16,644	16,644	16,644	0
Other Ops *				
Equipment**	3,240	3,240	3,240	0
Access Technology***	7,223	7,223	7,223	0
Common Identifier****	520	520	520	0
Totals with Total Partner Allocations & Remaining Allocation Amt	34,762	34,762	34,762	0
Estimated Monthly Costs	2,897	2,897	2,897	
Total Infrastructure to Be Allocated to AJCC Ops: \$ 34,761.81				
AJCC Infrastructure Budget Lake Isabella AJCC KIM's Network of Affiliate AJCCs				
Cost Category/Line Item	Line Item Cost Detail		Cost	
RENT				
Rental of Facilities	Based on FY 2016-17 (7650 & 7630 Charges)		\$	7,135
Other:			\$	-
Rental Cost Subtotals:			\$	7,135
Utilities & Maintenance				
Utilities	Based on FY 2016-17-Utility Charges		\$	4,846
Media Com High-Speed Internet	Based on FY 2016-17-Communication Charges		\$	3,100
Telephone (Landlines)	Based on FY 2016-17-Communication Charges		\$	2,474
Facility Maint. Contract (Janitorial)	Based on current charges		\$	4,224
Other:	Property Management Fees estimated		\$	2,000
Utilities & Maintenance Cost Subtotals:			\$	16,644
Equipment				
Reception Equipment	PCs, Scanners, & other		\$	1,050
Copiers	Annual Rental Estimates for AJCC Ops		\$	2,520
Fax Machines	As needed for AJCC Shared Ops		\$	500
AJCC Computers	As needed for AJCC Shared Ops		\$	3,600
Licensing for AJCC Computers	Office, A/V, SQL, etc		\$	720
Printers	As needed for AJCC Shared Ops		\$	500
Other:				
Value with New Equipment:			\$	8,890
(with "x" value of equipment is deleted in cost spread)Value without New Equipment			\$	3,240
Marketing/Outreach Technology to Facilitate Access to the AJCC (See COMMON AJCC COSTS for Details)				
Common Costs for ALL AJCC	Based on Location From All AJCC Costs		\$	7,223
Marketing/Outreach Subtotal:			\$	7,223
Common Identifier Costs (Local Option, If Agreed To By All Colocated Partners)				
Common Identifier Costs for	Based on Location From All AJCC Costs		\$	520
Updating Electronic Resources	Estimated		In-house	
Common Identifier Subtotal:			\$	520
SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS				
LAKE ISABELLA				
COST CATEGORY			TOTAL COST	
Subtotal: Rental Costs			\$ 7,135	
Subtotal: Utilities & Maintenance Costs			\$ 16,644	
Subtotal: Equipment Costs			\$ 3,240	
Subtotal: Technology to Facilitate Access Costs			\$ 7,223	
Subtotal: Common Identifier Costs			\$ 520	
TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/NETWORK:			\$ 34,762	

** AJCC Equipment is valued at Cost of Current Market Prices. Replacement schedule is to be determined. Costs are shown/not shown for understanding of Infrastructure Costs.

EXHIBIT "O"

LAMONT--8300 Segroe				
Third-Party In-Kind Infrastructure Contributions to Support the AJCC As Whole				
		Contributors		
Cost Categories	Total Cost	ETR	Value	Balance to Allocate
Rent	1,902	1,902	1,902	0
Utilities/Maintenance Other Ops *	782	782	782	0
Equipment**	4,932	4,932	4,932	0
Access Technology***	-	-	-	0
Common Identifier****	-	-	-	0
Totals with Total Partner Allocations & Remaining Allocation Amt	7,616	7,616	7,616	0
Estimated Monthly Costs	635	635	635	
Total Infrastructure to Be Allocated to AJCC Ops: \$ 7,616.00				
AJCC Infrastructure Budget Lamont AJCC KIM's Network of Affiliate AJCCs				
Cost Category/Line Item	Line Item Cost Detail		Cost	
RENT				
Rental of Facilities	No Charge (Expenses shown are from FY 2016-17 7650, 6970 & 6973 rent expense allocation)		\$ 1,902	
Other:			\$ -	
Rental Cost Subtotals:			\$ 1,902	
Utilities & Maintenance				
Utilities	Included above		\$ -	
Media Com High-Speed Internet	Included above		\$ -	
Telephone (Landlines)	Based on FY 2016-17-Communication Charges		\$ 782	
Facility Maint. Contract (Janitorial)	Included above		\$ -	
Security	Included above		\$ -	
Other:			\$ -	
Utilities & Maintenance Cost Subtotals:			\$ 782	
Equipment				
Reception Equipment	PCs, Scanners, & other		\$ 2,000	
Copiers	Annual Rental Estimates for AJCC Ops		\$ 2,000	
Fax Machines	As needed for AJCC Shared Ops		\$ 500	
AJCC Computers	As needed for AJCC Shared Ops		\$ 2,700	
Licensing for AJCC Computers	Office, A/V, SQL, etc		\$ 432	
Printers	As needed for AJCC Shared Ops		\$ 950	
Other:				
Value with New Equipment:			\$ 8,582	
(with "x" value of equipment is deleted in cost spread)Value without New Equipment			\$ 4,932	
Marketing/Outreach Technology to Facilitate Access to the AJCC (See COMMON AJCC COSTS for Details)				
Common Costs for ALL AJCC	Based on Location From All AJCC Costs			
Marketing/Outreach Subtotal:			\$ -	
Common Identifier Costs (Local Option, If Agreed To By All Colocated Partners)				
Common Identifier Costs for	Based on Location From All AJCC Costs			
Updating Electronic Resources	Estimated		In-house	
Common Identifier Subtotal:			\$ -	
SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS				
LAMONT				
COST CATEGORY			TOTAL COST	
Subtotal: Rental Costs			\$ 1,902	
Subtotal: Utilities & Maintenance Costs			\$ 782	
Subtotal: Equipment Costs			\$ 4,932	
Subtotal: Technology to Facilitate Access Costs			\$ -	
Subtotal: Common Identifier Costs			\$ -	
TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/NETWORK:			\$ 7,616	

** AJCC Equipment is valued at Cost of Current Market Prices. Replacement schedule is to be determined. Costs are shown/not shown for understanding of Infrastructure Costs.

EXHIBIT "P"

MOJAVE--2300 Highway 58				
Third-Party In-Kind Infrastructure Contributions to Support the AJCC As Whole				
		Contributors		
Cost Categories	Total Cost	ETR	Value	Balance to Allocate
Rent	1,389	1,389	1,389	0
Utilities/Maintenance Other Ops *	1,551	1,551	1,551	0
Equipment**	5,872	5,872	5,872	0
Access Technology***	-	-	-	0
Common Identifier****	-	-	-	0
Totals with Total Partner Allocations & Remaining Allocation Amt	8,812	8,812	8,812	0
Estimated Monthly Costs	734	734	734	
Total Infrastructure to Be Allocated to Colocated Partners: \$ 8,812.00				
AJCC Infrastructure Budget Mojave AJCC KIM's Network of Affiliate AJCCs				
Cost Category/Line Item	Line Item Cost Detail		Cost	
RENT				
Rental of Facilities	No Charge (Expenses shown are from FY 2016-17 7650,6970,6973,7001 expense allocation)		\$	1,389
Other:			\$	-
Rental Cost Subtotals:			\$	1,389
Utilities & Maintenance				
Utilities	Included above		\$	-
Media Com High-Speed Internet	Included above		\$	-
Telephone (Landlines)	Based on FY 2016-17-Communication Charges		\$	1,551
Facility Maint. Contract (Janitorial)	Included above		\$	-
Security	Included above		\$	-
Other:			\$	-
Utilities & Maintenance Cost Subtotals:			\$	1,551
Equipment				
Reception Equipment	PCs, Scanners, & other		\$	2,000
Assistive technology for individuals	Navigator System		\$	5,500
Copiers	As needed for AJCC Shared Ops		\$	2,000
Fax Machines	As needed for AJCC Shared Ops		\$	500
AJCC Computers	As needed for AJCC Shared Ops		\$	11,700
Licensing for AJCC Computers	Office, A/V, SQL, etc		\$	1,872
Printers	As needed for AJCC Shared Ops		\$	2,250
Other:				
Value with New Equipment:			\$	25,822
(with "x" value of equipment is deleted in cost spread)Value without New Equipment			\$	5,872
Marketing/Outreach Technology to Facilitate Access to the AJCC (See COMMON AJCC COSTS for Details)				
Common Costs for ALL AJCC	Based on Location From All AJCC Costs			
Marketing/Outreach Subtotal:			\$	-
Common Identifier Costs (Local Option, If Agreed To By All Colocated Partners)				
Common Identifier Costs for	Based on Location From All AJCC Costs			
Updating Electronic Resources	Estimated			In-house
Common Identifier Subtotal:			\$	-
SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS				
MOJAVE				
COST CATEGORY			TOTAL COST	
Subtotal: Rental Costs			\$	1,389
Subtotal: Utilities & Maintenance Costs			\$	1,551
Subtotal: Equipment Costs			\$	5,872
Subtotal: Technology to Facilitate Access Costs			\$	-
Subtotal: Common Identifier Costs			\$	-
TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/NETWORK:			\$	8,812

** AJCC Equipment is valued at Cost of Current Market Prices. Replacement schedule is to be determined. Costs are shown/not shown for understanding of Infrastructure Costs.

EXHIBIT "Q"

MONO COUNTY WALKER						
		Contributors				
Cost Categories	Total Cost	ETR	DHS	Value	Balance to Allocate	
Rent	9,380	4,690	4,690	9,380	0	
Utilities/Maintenance Other Ops	5,124	2,562	2,562	5,124	0	
Equipment	3,173	3,173	-	3,173	0	X
Access Technology	-	-	-	-	0	
Common Identifier	3,000	3,000	-	3,000	0	
Totals with Total Partner Allocations & Remaining Allocation Amt	20,677	13,425	7,252	20,677	0	
Estimated Monthly Costs	1,723	1,119	604	1,723		
Total Infrastructure to Be Allocated to Colocated Partners: \$ 20,677.00						
AJCC Infrastructure Budget Walker AJCC KIM's Network of Affiliate AJCCs						
Cost Category/Line Item	Line Item Cost Detail			Cost		
RENT						
Rental of Facilities	Annual Rent			\$	8,340	
Storage Facility	Annual Rental Cost			\$	1,040	
Other:						
Rental Cost Subtotals:				\$	9,380	\$ 9,380
Utilities & Maintenance						
Liberty Utilities	50% Split with DHS			\$	1,820	
Amerigas	50% Split with DHS			\$	638	
Telephone (Landlines)	50% Split with DHS			\$	2,110	
PO Box	50% Split with DHS			\$	116	
Alarm System	50% Split with DHS--Tyco Alarm Service			\$	440	
Other:						
Utilities & Maintenance Cost Subtotals:				\$	5,124	
Equipment						
Technology Equipment	PCs, Monitors, UPS			\$	1,040	**Value
A/C Units	For Center Cooling			\$	592	**Value
Copier Charges	For AJCC			\$	3,173	
Fax Machines	For AJCC			\$	743	
Other:	Resource Room Office Furnishings & Supplies			\$	1,612	
Value with New Equipment:				\$	7,160	
(with "x" value of equipment is deleted in cost spread) Value without New Equipment				\$	3,173	
Marketing/Outreach Technology to Facilitate Access to the AJCC (See COMMON AJCC COSTS for Details)						
No identifiable costs				\$	-	
				\$	-	
Common Identifier Costs (Local Option, If Agreed To By All Colocated Partners)						
Signage	Walker Signage			\$	3,000	
Common Identifier Subtotal:				\$	3,000	
SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS						
Walker						
COST CATEGORY				TOTAL COST		
Subtotal: Rental Costs				\$ 9,380		
Subtotal: Utilities & Maintenance Costs				\$ 5,124		
Subtotal: Equipment Costs				\$ 3,173		
Subtotal: Technology to Facilitate Access Costs				\$ -		
Subtotal: Common Identifier Costs				\$ 3,000		
TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/NETWORK:				\$ 20,677		

^^^ AJCC Equipment is valued at Cost provided by Mono County. Replacement schedule is to be determined. Costs are shown/not shown for understanding of Infrastructure Costs.

EXHIBIT "R"

MONO COUNTY MAMMOTH LAKES						
		Contributors				
Cost Categories	Total Cost	ETR	DHS	Value	Balance to Allocate	
Rent	248,880	12,444	236,436	248,880	0	
Utilities/Maintenance Other Ops	-	-	-	-	0	
Equipment	1,416	1,416	-	1,416	0	X
Access Technology	-	-	-	-	0	
Common Identifier	-	-	-	-	0	
Totals with Total Partner Allocations & Remaining Allocation Amt	250,296	13,860	236,436	250,296	0	
Estimated Monthly Costs	20,858	1,155	19,703	20,858		
Total Infrastructure to Be Allocated to Colocated Partners: \$ 250,296.00						
AJCC Infrastructure Budget Mammoth AJCC KIM's Network of Affiliate AJCCs						
Cost Category/Line Item	Line Item Cost Detail			Cost		
RENT						
Rental of Facilities	5% of Annual Rent paid by DHS			\$	12,444	
Other:						
Rental Cost Subtotals:				\$	12,444	
Utilities & Maintenance						
Included in Rent Costs				\$	-	
Other:						
Utilities & Maintenance Cost Subtotals:				\$	-	
Equipment						
AJCC Furnishings	Resource Room Office Furnishings & Supplies			\$	1,416	
AJCC Computers & Printers	Computers, Printers, UPS			\$	2,007	**Value
Other:						
Value with New Equipment:				\$	3,423	
(with "x" value of equipment is deleted in cost spread) Value without New Equipment				\$	1,416	
Marketing/Outreach Technology to Facilitate Access to the AJCC (See COMMON AJCC COSTS for Details)						
No identifiable costs				\$	-	
				\$	-	
Common Identifier Costs (Local Option, If Agreed To By All Colocated Partners)						
No identifiable costs				\$	-	
Common Identifier Subtotal:				\$	-	
SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS						
Mammoth Lakes						
COST CATEGORY				TOTAL COST		
Subtotal: Rental Costs				\$ 12,444		
Subtotal: Utilities & Maintenance Costs				\$ -		
Subtotal: Equipment Costs				\$ 1,416		
Subtotal: Technology to Facilitate Access Costs				\$ -		
Subtotal: Common Identifier Costs				\$ -		
TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/NETWORK:				\$ 13,860		

^^^ AJCC Equipment is valued at Cost provided by Mono County. Replacement schedule is to be determined. Costs are shown/not shown for understanding of Infrastructure Costs.

EXHIBIT "S"

^^^ AJCC Equipment is valued at Cost provided by Inyo County. Replacement schedule is to be determined. Costs are shown/not shown for understanding of Infrastructure Costs.

EXHIBIT "T"

BUSINESS CENTER - 1129 Olive Drive, Suites C & D, Bakersfield				
Third-Party In-Kind Infrastructure Contributions to Support the AJCC As Whole				
		Contributors		
Cost Categories	Total Cost	ETR	Value	Balance to Allocate
Rent	58,056	58,056	58,056	0
Utilities/Maintenance Other Ops *	105,440	105,440	105,440	0
Equipment**	6,700	6,700	6,700	0 X
Access Technology***	1,825	1,825	1,825	0
Common Identifier****	131	131	131	0
Totals with Total Partner Allocations & Remaining Allocation Amt	172,152	172,152	172,152	0
Estimated Monthly Costs	14,346	14,346	14,346	0
Total Infrastructure to Be Allocated to AJCC Ops: \$ 172,152.17				
AJCC Infrastructure Budget Business Center AJCC KIM's Network of Affiliate (Specialized) AJCCs				
Cost Category/Line Item	Line Item Cost Detail		Cost	
RENT				
Rental of Facilities	\$3,663+\$1,175 Monthly--Annualized		\$	58,056
Other:			\$	-
Rental Cost Subtotals:			\$	58,056
Utilities & Maintenance				
Utilities	Billed Monthly by Landlord		\$	22,000
Brighthouse	Communication Link		\$	11,000
Telephone (Landlines)	Based upon Communication Charges for FY2016-17		\$	8,957
Facility Maint. Contract (Janitorial)	Based on current charges		\$	10,043
Security (Monitoring)	Based upon Tel-Tec's current Price Agreement		\$	1,440
Security Contract	As needed for AJCC Ops		\$	50,000
Other:	Property Management Fees		\$	2,000
Utilities & Maintenance Cost Subtotals:			\$	105,440
Equipment				
Reception Equipment	PCs & other		\$	2,000 **Value
Assistive technology for individuals	Navigator System		\$	5,500 **Value
Copiers	Annual Rental Estimates for AJCC Shared Ops		\$	4,000
Fax Machines	As needed for AJCC Ops		\$	500 **Value
AJCC Computers	As needed for AJCC Ops		\$	10,800 **Value
Licensing for AJCC Computers	Office, A/V, SQL, etc		\$	2,700
Printers	As needed for AJCC Ops		\$	1,500
Other:				
Value with New Equipment:			\$	27,000
(with "x" value of equipment is deleted in cost spread)Value without New Equipment			\$	6,700
Marketing/Outreach Technology to Facilitate Access to the AJCC (See COMMON AJCC COSTS for Details)				
Common Costs for ALL AJCC	Based on Location From All AJCC Costs		\$	1,825
Marketing/Outreach Subtotal:			\$	1,825
Common Identifier Costs (Local Option, If Agreed To By All Colocated Partners)				
Common Identifier Costs for	Based on Location From All AJCC Costs		\$	131
Updating Electronic Resources	Estimated		In-house	
Common Identifier Subtotal:			\$	131
SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS				
BTWC				
COST CATEGORY			TOTAL COST	
Subtotal: Rental Costs			\$	58,056
Subtotal: Utilities & Maintenance Costs			\$	105,440
Subtotal: Equipment Costs			\$	6,700
Subtotal: Technology to Facilitate Access Costs			\$	1,825
Subtotal: Common Identifier Costs			\$	131
TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/NETWORK:			\$	172,152
** AJCC Equipment is valued at Cost of Current Market Prices. Replacement schedule is to be determined. Costs are shown/not shown for understanding of Infrastructure Costs.				
* Utilities & Ops to include electric, gas, water, sewer, trash, custodial, telephones, high-speed internet, contracted maintenance, contracted security, & any other similar item for necessary for operations				
** Computers, including Assessment-related products, assistive technology for individuals with disabilities, copiers, fax, & other tangible equipment used to serve all center customers				
maintenance of center website (not specific to an individual partner.				
*** Creating Signage, updating templates & materials, updating electronic resources				
^^^ AJCC Equipment is valued at Cost of Current Market Prices. Replacement schedule is to be determined. Costs are shown/not shown for understanding of Infrastructure Costs.				

EXHIBIT "U"

EPIC - 2210 H Street				
		Contributors		
Cost Categories	Total Cost	ETR	Value	Balance to Allocate
Rent	10,200	10,200	10,200	0
Utilities/Maintenance Other Ops *	55,920	55,920	55,920	0
Equipment**	16,100	16,100	16,100	0
Access Technology***	5,075	5,075	5,075	0
Common Identifier****	366	366	366	0
Totals with Total Partner Allocations & Remaining Allocation Amt	87,660	87,660	87,660	0
Estimated Monthly Costs	7,305	7,305	7,305	0
Total Infrastructure to Be Allocated to AJCC Ops: \$ 87,660.48				
AJCC Infrastructure Budget				
EPIC				
KIM's Network of Affiliate (Specialized) AJCCs				
Cost Category/Line Item	Line Item Cost Detail		Cost	
RENT				
Rental of Facilities	MOU with Library		\$	10,200
Other:			\$	-
Rental Cost Subtotals:			\$	10,200
Utilities & Maintenance				
Utilities	Included in Rent		\$	-
Brighthouse	Communication Link		\$	10,200
Telephone (Landlines)	Estimated		\$	8,000
Facility Maint. (Janitorial)	Included in Rent		\$	-
Security (Monitoring)	Estimated		\$	720
Security Contract	As needed for Center Ops		\$	35,000
Other:	Property Management Fees		\$	2,000
Utilities & Maintenance Cost Subtotals:			\$	55,920
Equipment				
Reception Equipment	PCs & other		\$	2,000
Assistive technology for individuals	Navigator System		\$	5,500
Copiers	Estimated Rental		\$	5,800
Fax Machines	As needed for Ops		\$	500
AJCC Computers	As needed for Ops		\$	11,700
Licensing for AJCC Computers	Office, A/V, SQL, etc		\$	4,500
Printers	As needed for AJCC Ops		\$	1,500
Other:				
Value with New Equipment:			\$	31,500
(with "x" value of equipment is deleted in cost spread)Value without New Equipment			\$	16,100
Marketing/Outreach Technology to Facilitate Access to the AJCC (See COMMON AJCC COSTS for Details)				
Common Costs for ALL AJCC	Based on Location From All AJCC Costs		\$	5,075
Marketing/Outreach Subtotal:			\$	5,075
Common Identifier Costs (Local Option, If Agreed To By All Colocated Partners)				
Common Identifier Costs for	Based on Location From All AJCC Costs		\$	366
Updating Electronic Resources	Estimated			In-house
Common Identifier Subtotal:			\$	366
SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS				
BTWC				
COST CATEGORY			TOTAL COST	
Subtotal: Rental Costs			\$	10,200
Subtotal: Utilities & Maintenance Costs			\$	55,920
Subtotal: Equipment Costs			\$	16,100
Subtotal: Technology to Facilitate Access Costs			\$	5,075
Subtotal: Common Identifier Costs			\$	366
TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/NETWORK:			\$	87,660

** AJCC Equipment is valued at Cost of Current Market Prices. Replacement schedule is to be determined. Costs are shown/not shown for understanding of Infrastructure Costs.

* Utilities & Ops to include electric, gas, water, sewer, trash, custodial, telephones, high-speed internet, contracted maintenance, contracted security, & any other similar item for necessary for operations

*** Computers, including Assessment-related products, assistive technology for individuals with disabilities, copiers, fax, & other tangible equipment used to serve all center customers

**** Technology used to facilitate access to the One-Stop Center, including technology used for the center's planning and outreach activities, cost of creation and maintenance of center website (not specific to an individual partner.

**** Creating Signage, updating templates & materials, updating electronic resources

*** AJCC Equipment is valued at Cost of Current Market Prices. Replacement schedule is to be determined. Costs are shown/not shown for understanding of Infrastructure Costs.

EXHIBIT "V"

OILDALE				Total Item Cost	
EQUIPMENT COSTS			\$ 15,808.20	\$ 127,515.60	Y if Leased
Reception/Lobby					
2	PC for FOB	ETR	\$ 1,305.83	\$ 2,611.66	
2	Monitor for FOB	ETR	\$ 289.99	\$ 579.98	
1	FOB	ETR	\$ 246.93	\$ 246.93	
1	Copier	ETR	\$ 3,864.00	\$ 3,864.00	Y
Resource Room					
27	PCs	ETR	\$ 1,305.83	\$ 35,257.41	
27	Monitors	ETR	\$ 289.99	\$ 7,829.73	
1	HP Printer	ETR	\$ 949.99	\$ 949.99	
1	Fax	ETR	\$ 500.00	\$ 500.00	
1	Copier	ETR	\$ 3,864.00	\$ 3,864.00	Y
Classroom #1					
20	PCs	ETR	\$ 1,305.83	\$ 26,116.60	
20	Monitors	ETR	\$ 289.99	\$ 5,799.80	
Classroom #2					
25	PCs	ETR	\$ 1,305.83	\$ 32,645.75	
25	Monitors	ETR	\$ 289.99	\$ 7,249.75	

EXHIBIT "X"

TAFT				Total Item Cost	
EQUIPMENT COSTS			\$ 8,752.56	\$ 10,348.38	Y if Leased
Reception/Lobby					
1 PC for FOB	DHS	\$ 1,305.83	\$ 1,305.83		
1 Monitor for FOB	DHS	\$ 289.99	\$ 289.99		
1 FOB	DHS	\$ 246.93	\$ 246.93		
Resource Room					
2 PCs	ETR	\$ 1,305.83	\$ 2,611.66		
2 Monitors	ETR	\$ 289.99	\$ 579.98		
1 HP Printer	ETR	\$ 949.99	\$ 949.99		
1 Fax	DHS	\$ 500.00	\$ 500.00		
1 Copier	DHS	\$ 3,864.00	\$ 3,864.00		Y

EXHIBIT "Y"

SHAFTER				Total Item Cost	
EQUIPMENT COSTS			\$ 8,752.56	\$ 16,731.66	Y if Leased
Reception/Lobby					
1	PC for FOB	DHS	\$ 1,305.83	\$ 1,305.83	
1	Monitor for FOB	DHS	\$ 289.99	\$ 289.99	
1	FOB	DHS	\$ 246.93	\$ 246.93	
Resource Room					
6	PCs	ETR	\$ 1,305.83	\$ 7,834.98	
6	Monitors	ETR	\$ 289.99	\$ 1,739.94	
1	HP Printer	ETR	\$ 949.99	\$ 949.99	
1	Fax	DHS	\$ 500.00	\$ 500.00	
1	Copier	DHS	\$ 3,864.00	\$ 3,864.00	Y

EXHIBIT "Z"

LAKE ISABELLA				Total Item Cost	
EQUIPMENT COSTS			\$ 8,752.56	\$ 13,540.02	Y if Leased
Reception/Lobby					
1	PC for FOB	ETR	\$ 1,305.83	\$ 1,305.83	
1	Monitor for FOB	ETR	\$ 289.99	\$ 289.99	
1	FOB	ETR	\$ 246.93	\$ 246.93	
Resource Room					
4	PCs	ETR	\$ 1,305.83	\$ 5,223.32	
4	Monitors	ETR	\$ 289.99	\$ 1,159.96	
1	HP Printer	ETR	\$ 949.99	\$ 949.99	
1	Fax	ETR	\$ 500.00	\$ 500.00	
1	Copier	ETR	\$ 3,864.00	\$ 3,864.00	Y

EXHIBIT "AA"

LAMONT				Total Item Cost	
EQUIPMENT COSTS			\$ 10,058.39	\$ 14,555.86	Y if Leased
Reception/Lobby					
1	PC for FOB	DHS	\$ 1,305.83	\$ 1,305.83	
1	Monitor for FOB	DHS	\$ 289.99	\$ 289.99	
1	FOB	DHS	\$ 246.93	\$ 246.93	
2	PCs for AJCC Reception	DHS	\$ 1,305.83	\$ 2,611.66	
Resource Room					
3	PCs	DHS	\$ 1,305.83	\$ 3,917.49	
3	Monitors	DHS	\$ 289.99	\$ 869.97	
1	Cannon Printer	DHS	\$ 949.99	\$ 949.99	
1	Fax	DHS	\$ 500.00	\$ 500.00	
1	Copier	DHS	\$ 3,864.00	\$ 3,864.00	Y

EXHIBIT "BB"

MOJAVE				Total Item Cost	
EQUIPMENT COSTS			\$ 10,348.38	\$ 29,498.22	Y if Leased
Reception/Lobby					
2 PC for FOB	DHS	\$ 1,305.83	\$ 2,611.66		
2 Monitor for FOB	DHS	\$ 289.99	\$ 579.98		
1 FOB	DHS	\$ 246.93	\$ 246.93		
Resource Room					
2 PCs	ETR	\$ 1,305.83	\$ 2,611.66		
11 PCs	DHS	\$ 1,305.83	\$ 14,364.13		
2 Monitors	ETR	\$ 289.99	\$ 579.98		
11 Monitors	DHS	\$ 289.99	\$ 3,189.89		
1 HP Printer	DHS	\$ 949.99	\$ 949.99		
1 Fax	DHS	\$ 500.00	\$ 500.00		
1 Copier	DHS	\$ 3,864.00	\$ 3,864.00		Y

EXHIBIT "CC"

BACK-TO-WORK CENTER				Total Item Cost	
EQUIPMENT COSTS			\$ 9,702.55	\$ 24,064.93	Y if Leased
Reception/Lobby					
2 PC	ETR	\$ 1,305.83	\$ 2,611.66		
2 Monitor	ETR	\$ 289.99	\$ 579.98		
1 FOB	ETR	\$ 246.93	\$ 246.93		
1 HP Printer	ETR	\$ 949.99	\$ 949.99		
Resource Room					
9 PCs	ETR	\$ 1,305.83	\$ 11,752.47		
9 Monitors	ETR	\$ 289.99	\$ 2,609.91		
1 HP Printer	ETR	\$ 949.99	\$ 949.99		
1 Fax	ETR	\$ 500.00	\$ 500.00		
1 Copier	ETR	\$ 3,864.00	\$ 3,864.00		Y

Exhibit “DD”

EPIC				Total Item Cost	
EQUIPMENT COSTS			\$ 11,958.99	\$ 32,339.95	Y if Leased
Reception/Lobby					
5 PC for FOB	ETR	\$ 950.00	\$ 4,750.00		
5 Monitor for FOB	ETR	\$ 289.99	\$ 1,449.95		
1 Copier Rental	ETR	\$ 5,800.00	\$ 5,800.00		Y
Resource Room					
10 PCs	ETR	\$ 900.00	\$ 9,000.00		
10 Monitors	ETR	\$ 219.00	\$ 2,190.00		
2 Disability Table Monitors	ETR	\$ 300.00	\$ 600.00		
2 Disability Table CPUs	ETR	\$ 1,100.00	\$ 2,200.00		
3 Laptops	ETR	\$ 1,300.00	\$ 3,900.00		
2 HP Printer	ETR	\$ 650.00	\$ 1,300.00		
3 Mobile Printers	ETR	\$ 350.00	\$ 1,050.00		
1 Fax--Data Card	ETR	\$ 100.00	\$ 100.00		

EMPLOYERS' TRAINING RESOURCE

June 28, 2022

Kern, Inyo and Mono
Workforce Development Board
1600 E. Belle Terrace
Bakersfield, CA 93307

REGIONAL EQUITY AND RECOVERY PARTNERSHIPS GRANT

Dear Board Member:

On May 6, 2022, Employers' Training Resource (ETR), in partnership with members of the San Joaquin Valley and Associated Counties - Regional Planning Unit (SJVAC RPU), including the counties of Kern, Inyo, Mono, Fresno, Kings, Madera, Merced, San Joaquin, Stanislaus and Tulare have applied for the Regional Equity and Recovery Partnerships Grant (RERP). The grant award is \$4,274,500 to fund the RERP in the SJVAC RPU of which ETR will receive the amount of \$983,031. Although Stanislaus County Workforce Development Board will be the administrator of the RERP, each Local Workforce Development Board (LWDB) in the SJVAC RPU will be administering its own program.

The award announcement is expected in June and the grant term is estimated to be December 1, 2022 through September 30, 2025. The RERP represents an acceleration and deepening of the existing Regional Plan Implementation efforts which will support and invest in partnerships attempting to add high road approaches to existing sector strategies and career pathway programs. "High Road" is a set of economic and workforce development strategies to achieve economic growth, economic equity, shared prosperity, and a clean environment. The strategies include, but are not limited to, interventions that:

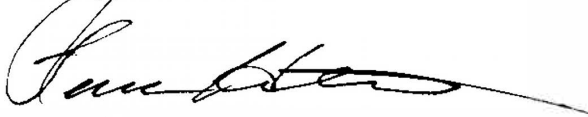
- i. Improve job quality and job access, including for women and people from underserved and underrepresented populations;
- ii. Meet the skill and profitability needs of employers; and
- iii. Meet the economic, social, and environmental needs of the community.

The RERP project identified by ETR will provide quality jobs in the healthcare industry and build pathways to those jobs in close partnership with Kern Community College District, West Kern Community College District, multiple employers, and other stakeholders in the healthcare industry. The RERP will permit ETR to serve 120 participants and place those who complete the program in career pathways that are needed in Registered Nurses (RNs), Licensed Vocation Nurses (LVNs), Medical

Assistants (MAs), Nursing Assistants (NAs) and Emergency Medical Technicians (EMTs). The current system does not have the capacity to meet industry's needs for trained workers. The collaboration between workforce and community colleges is designed to address industry needs and educational capacity to increase the pipeline of health care workers in Kern County. The health care sector accounts for the largest generator of jobs. Growth among health care jobs, which are resilient to economic disruptions, is predicted to remain strong. The collaboration will re-imagine existing health care career pathways for the English Language Learners, Veterans, First Generation College Students, Low Income communities and households, and Dislocated Workers, as well as upskill existing workers to fill in-demand quality jobs. This will be accomplished through a collaborative approach among industry, education, workforce and economic development, social support partners, and organized labor. The re-imagined system will address unmet needs and expand access to health care careers and quality jobs—especially those with the highest barriers to employment. Health care employers across Kern County are experiencing critical staff shortages in a variety of these positions. The collaboration will focus on expanding the system to increase access to programs and training, recruit local workers and provide additional needed supports to help candidates succeed.

ETR will continue to update your Board on the status of the Regional Equity and Recovery Partnerships grant and provide more specifics when additional information is forthcoming.

Sincerely,

A handwritten signature in black ink, appearing to read 'Teresa Hitchcock', with a long, sweeping horizontal line extending to the right.

Teresa Hitchcock
Assistant County Administrative Officer

TH:ms



Kern, Inyo, and Mono Counties WDB and WIOA Partners

**1. Increase
Demand Driven
Skills Attainment**

**2. Enable Upward
Mobility for all
Californians**

**3. Align,
Coordinate, and
integrate
programs and
services**

Gary Beaudette, One Stop AJCC Operator

REPORT SECTIONS

Monthly Partner Meetings Recap

Customer Service Data

Opportunities

AJCC PARTNER MEETINGS

- Tuesday July 13, 2021, AJCC Partner Meeting
- Tuesday August 10, 2021, AJCC Partner Meeting
- Tuesday September 14, 2021, AJCC Partner Meeting
- Tuesday October 12, 2021, AJCC Partner Meeting
- Tuesday November 9, 2021, AJCC Partner Meeting
- Tuesday December 14, 2021, AJCC Partner Meeting
- Tuesday January 25, 2022, AJCC Partner Meeting
- Tuesday February 15, 2022, AJCC Partner Meeting
- Tuesday March 8, 2022, AJCC Partner Meeting
- Tuesday April 12, 2022, AJCC Partner Meeting
- Tuesday May 24, 2022, AJCC Partner Meeting

47 People Invited

AJCC MOU/IFA MEETINGS

- Wednesday January 26, 2022, Executive MOU/IFA Review Meeting
- Wednesday February 2, 2022, Executive MOU/IFA Review Meeting
- Wednesday February 16, 2022, Executive MOU/IFA Review Meeting
- Wednesday March 9, 2022 ,Executive MOU/IFA Review Meeting
- Friday May 13, 2022, MOU/IFA Review Meeting












14 People

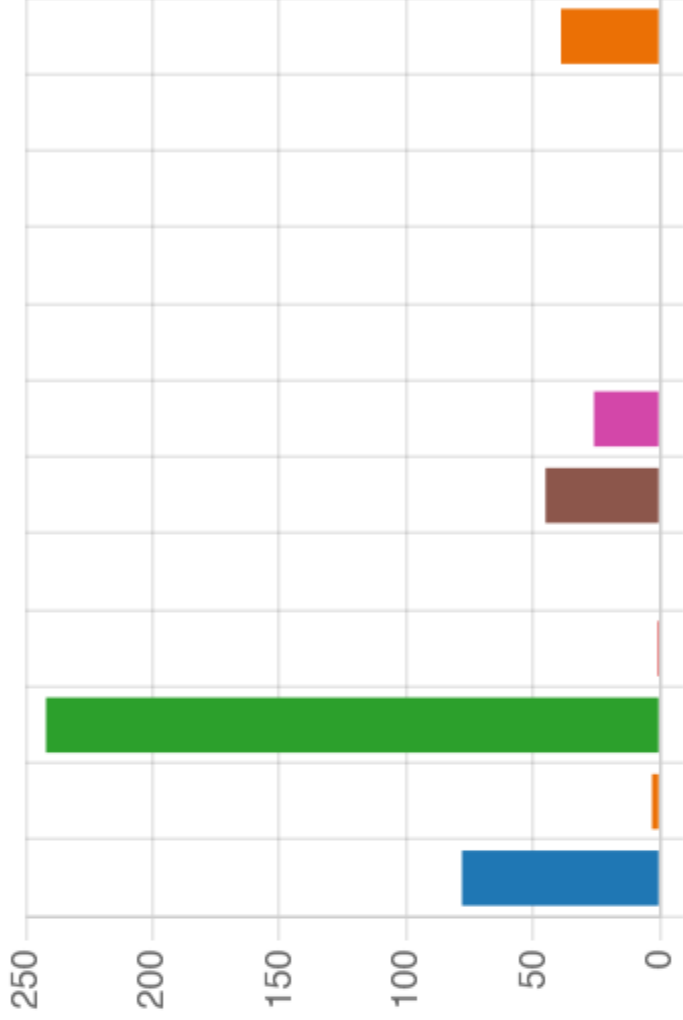
CUSTOMER SERVICE – LOCATIONS

2. Which America's Job Center (AJCC) Office location did you recently visit?

[More Details](#)

 [Insights](#)

	Delano - Comprehensive AJCC ...	78
	Ridgecrest - Comprehensive AJ...	3
	Bakersfield Southeast - Compre...	242
	The Business Center - Specialize...	1
	EPIC Youth Center - Specialized ...	0
	Lake Isabella - Affiliate AJCC Off...	45
	Oildale - Affiliate AJCC Office	26
	DHS - Lamont Affiliate AJCC Off...	0
	DHS - Mojave Affiliate AJCC Offi...	0
	DHS - Shafter Affiliate AJCC Offi...	0
	DHS - Taft Affiliate AJCC Office	0

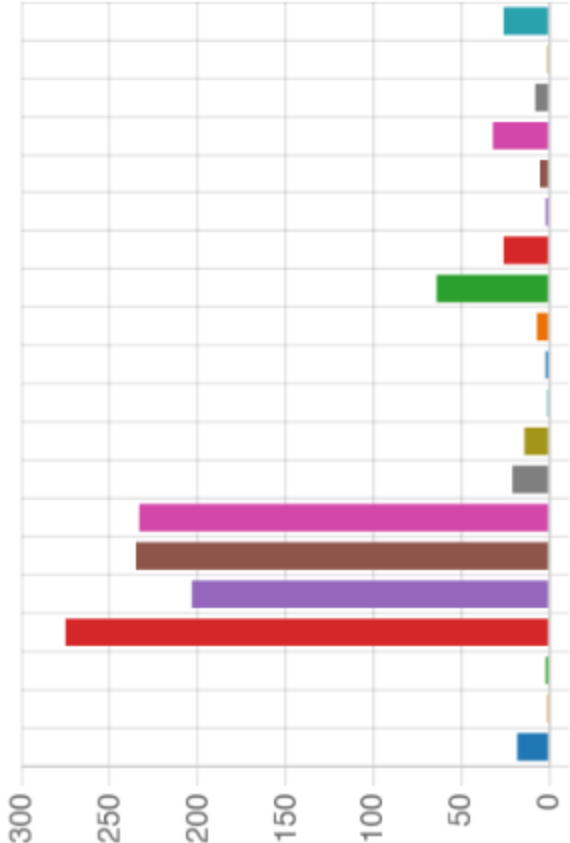


4. What service(s) were you seeking assistance for?

CUSTOMER SERVICE – SERVICES PEOPLE ARE SEEKING

[More Details](#)

CA Employment Development ...	18
CA Department of Rehabilitatio...	1
KC Department of Human Servic...	2
Job Search	275
Job Referrals	203
Job Training	235
Resume	233
High School Diploma or GED Pr...	21
Typing Certificate	14
Workshop (i.e. Job Readiness)	1
Job Squad	2
Assessment / Testing	7
Employer's Training Resource Se...	64
CA Employment Development ...	26



CUSTOMER SERVICE – SATISFACTION

8. Did the staff member(s) provide you with the information you requested?

[More Details](#)



9. Overall, how would you rate your experience with America's Job Center?

[More Details](#)

 Insights

434

Responses

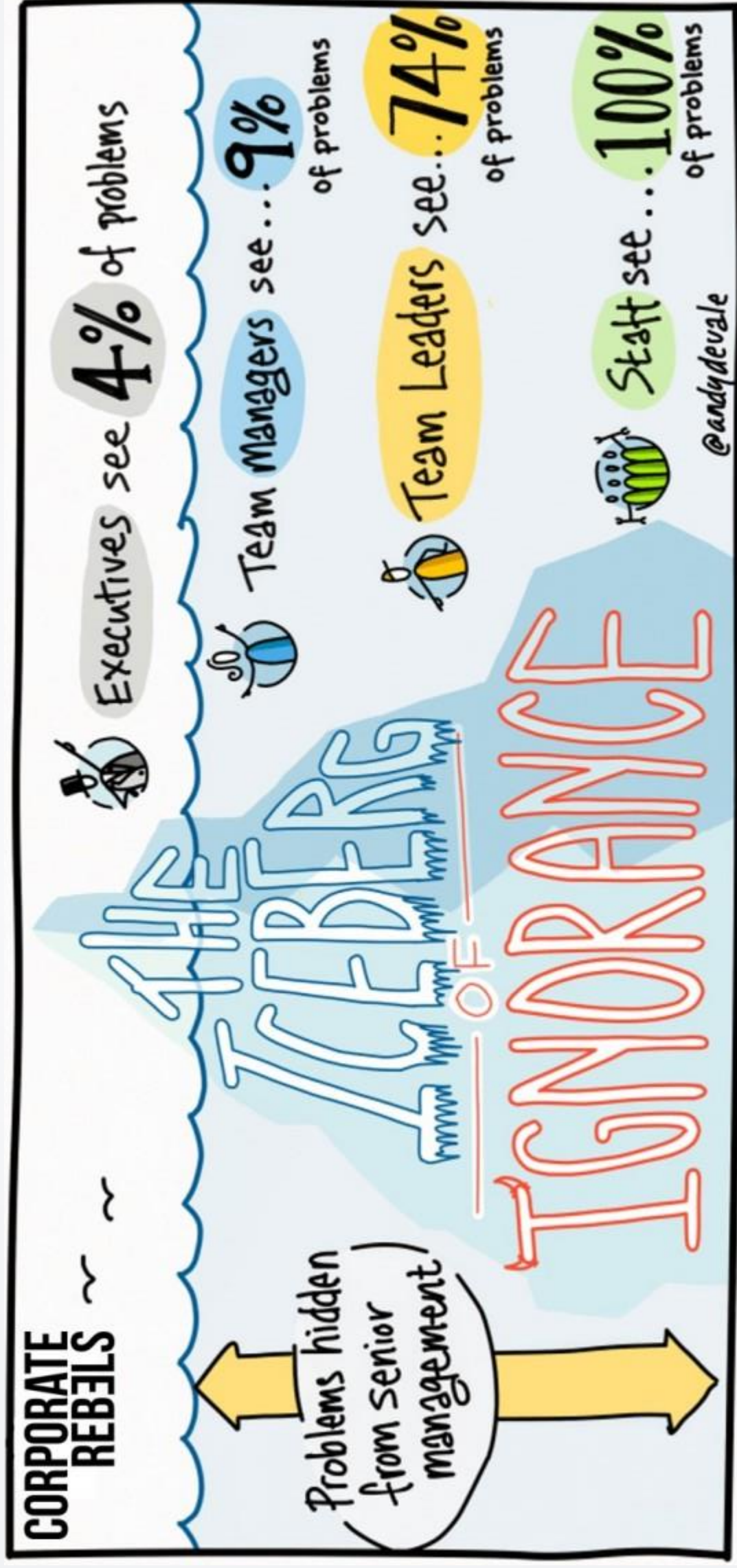
9.84

Average Number

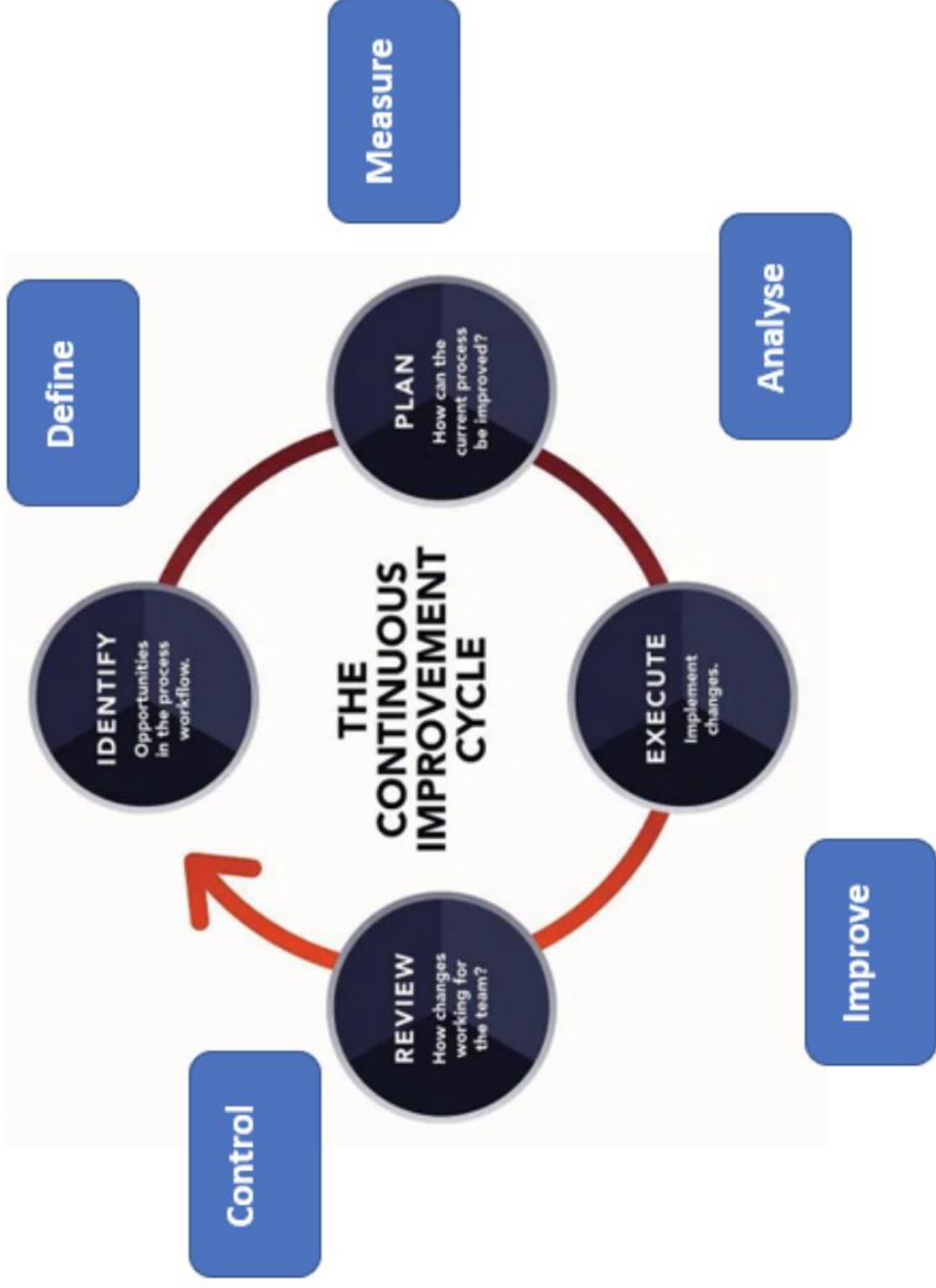
OPPORTUNITIES

- **Surfacing Problems:** Problems need to be identified by those who are most familiar with the work being done, those working within the AJCC systems. Appropriate problems should be brought up during the meetings so we can discuss root-causes and solutions.
- **Continuous Improvement Identifications:** Shared goals are being collected so that Continuous Improvement opportunities can be identified, however we as a one big team can identify our own Key Performance Indicators.
- **Mapping Process Flows:** The current state of the referral process
- **Reengage in “Cross Training”** Information Sharing: To enhance partner communication flow
- **Identify new Business Needs** for training and education purposes.

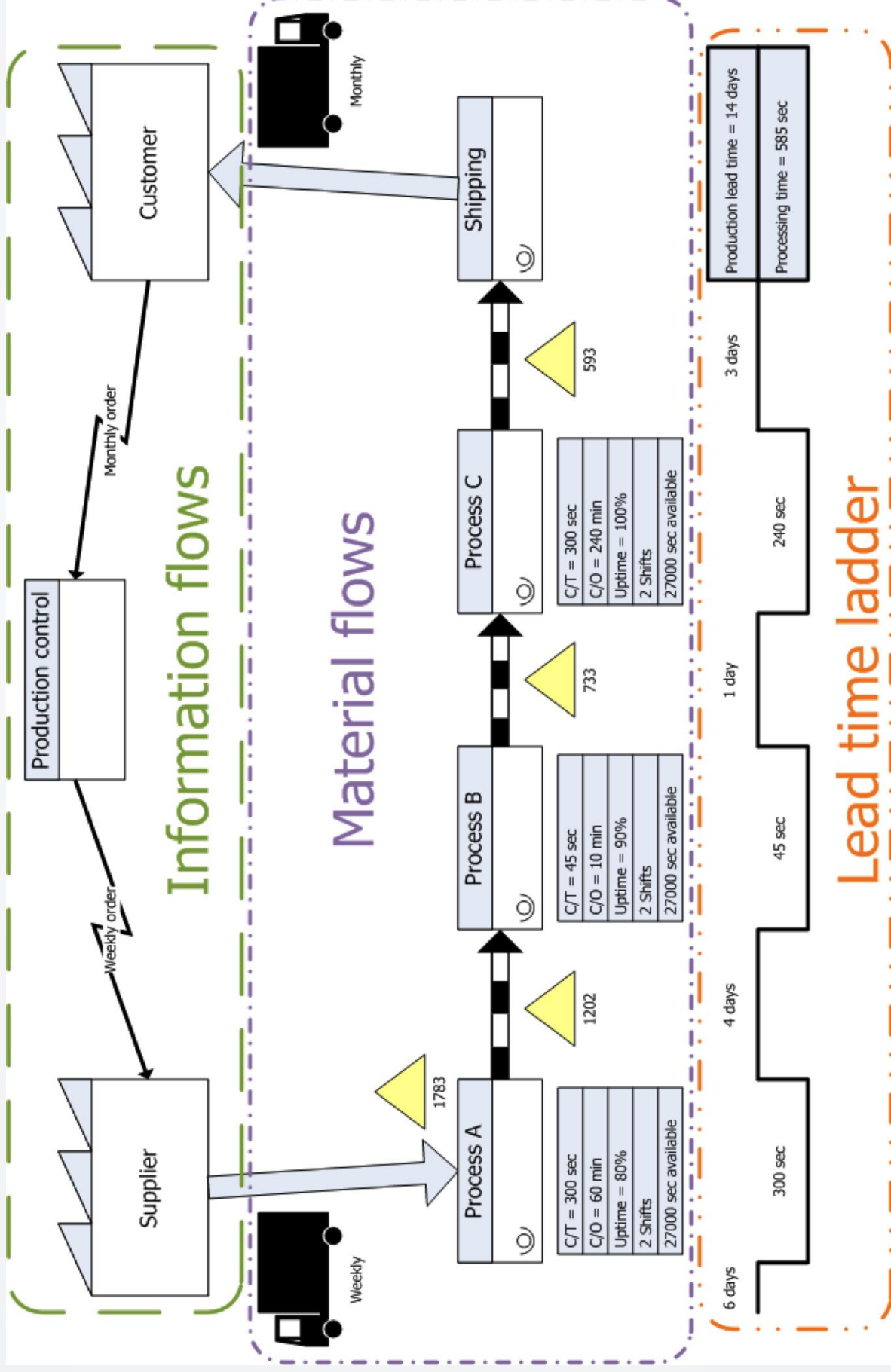
Bringing Problems to the Surface:




Continuous Improvement: What do we improve?



Mapping Process Flows:



Reengage in “Cross Training”



America's Job Center of Kern

55 subscribers

HOME

VIDEOS






















PLAYLISTS

CHANNELS

ABOUT

Q

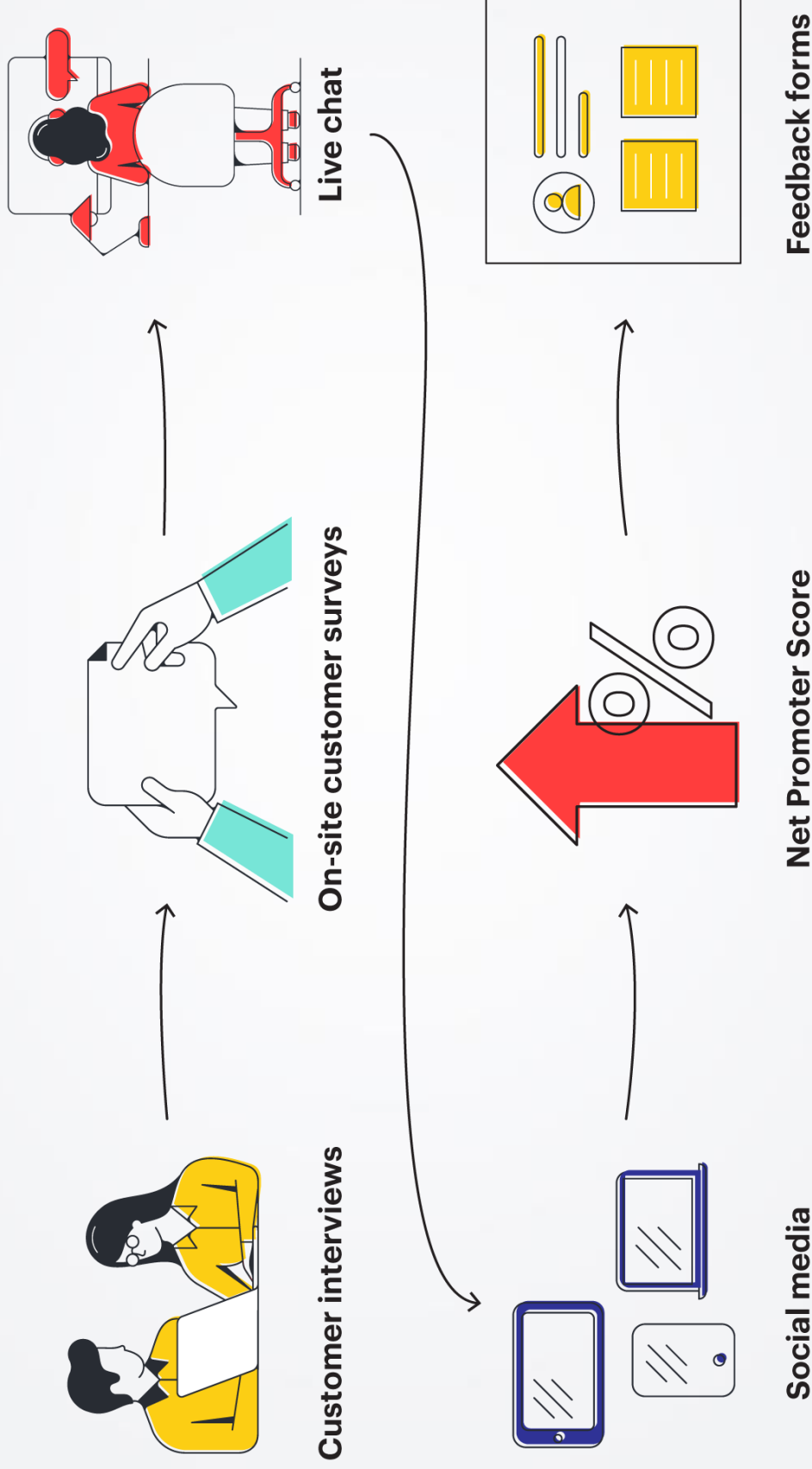
Uploads

						
AJCC TV SPOT - Farmworker Services SPANISH	AJCC TV SPOT - EPIC Youth Center	Résumé & Interview Training Workshop	PERSONAL SUCCESS VIRTUAL WORKSHOPS 2020	Social Media Basics Workshop	Social Media Basics Workshop	Computer Workshop: Terminology and Basics
21 views • 3 months ago	38 views • 3 months ago	431 views • 1 year ago	53 views • 1 year ago	226 views • 1 year ago	226 views • 1 year ago	294 views • 1 year ago
						
Jenifer Stevens - Success Story	Career Online High School Graduates - Success Story	Sean Heredia - Success Story	Kern County 4-Year Plan for Workforce Development	Barber Honda - Success Story	Regional Plan Forum - Re-Entry Services 12/4/18	Regional Plan Forum - Re-Entry Services 12/4/18
62 views • 2 years ago	181 views • 2 years ago	58 views • 3 years ago	40 views • 3 years ago	46 views • 3 years ago	11 views • 3 years ago	11 views • 3 years ago
						
Regional Plan Forum - English	Local Plan Forum - English	Local Plan Forum - CalFresh	Local Plan Forum - Child	Local Plan Forum -	Regional Plan Forum -	Regional Plan Forum -

New Business Needs? Training Needs Analysis



6 ways to collect Voice of the Customer data



**BUSINESS SERVICES
COLLABORATION SURVEY LINK**



**CUSTOMER SERVICE
COLLABORATION SURVEY LINK**



EMPLOYERS' TRAINING RESOURCE

June 28, 2022

Kern, Inyo, and Mono
Workforce Development Board
1600 E. Belle Terrace
Bakersfield, CA 93307

STATUS OF SUBGRANTEE AUDITS

Dear Board Member:

Employers' Training Resource has received an audit from the following agency for which there were no findings related to Workforce Innovation and Opportunity Act programs.

<u>ENTITY NAME</u>	<u>AUDIT PERIOD</u> (Year Ended)
West Kern Adult Education Network	June 30, 2020

Sincerely,



Teresa Hitchcock
Assistant County Administrative Officer

TH:brd



May 25, 2022

Teresa Hitchcock
Asst. County Admin Officer
Employers' Training Resource (ETR)
1600 E. Belle Terrace
Bakersfield, CA 93307

Dear Mrs. Hitchcock,

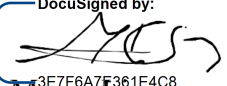
This refers to the oversight review conducted during the period May 9-16, 2022, of ETR's Workforce Innovation and Opportunity Act (WIOA) program, financial and procurement management systems applicable to the administration of La Cooperativa's programs for Program Year 2021-2022.

Information was obtained through documentation and communication with representatives of your agency and review of internal and external policies and procedures as applicable.

No findings were identified in this review.

Because the methodology of our monitoring review includes sample testing, this report is not a comprehensive assessment of all areas included in our review. Therefore, it will be ETR's responsibility to ensure its systems, programs, and related activities comply with applicable Federal, State and local regulations and directives.

Please extend our appreciation to your staff for their assistance and cooperation during this review. If you have any questions regarding this report or the review that was conducted, please contact Marina Tapia at (916) 388-2224.

Sincerely,
DocuSigned by:

3E7F6A7E361E4C8
Marco Lizarraga
Executive Director

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Teresa Hitchcock
Chairperson



Marco Lizarraga
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**KERN, INYO AND MONO
WORKFORCE DEVELOPMENT BOARD
PROGRAM AND BUSINESS SERVICES COMMITTEE
DISCUSSION AND ACTION ITEMS
MAY 12, 2022**

Members Present: Richard Chapman, Nick Hill, Teresa Hitchcock, Linda Parker, Alissa Reed, Jeremy Tobias, and Arleana Waller.

Members Absent: Leo Bautista, Stacy Ferreira, and Brian Holt.

Staff Present: Elaine Basham, Marsha Manos, Aaron Ellis, Michael Saltz, Anne Meert, Jeremy Shumaker, Jana Webb, Candy Gettman, and Marco Parades.

Guests Present: Karine Kanikkeberg, Jim Keene, Martha Guerra, Lita San Pedro and GK.

The meeting was called to order at 8:01 a.m. by Alissa Reed through Microsoft Teams.

*Unexcused Absence

Introductions

Marsha Manos took a roll call vote of the Committee.

Public Comments

There were no public comments.

Resolution Authorizing the Program and Business Services Committee to Conduct Remote Teleconference Meetings

Alissa Reed informed the Committee that this resolution was before them so that they can continue to meet remotely and called for a motion. Jeremy Tobias made a motion to approve the resolution. Teresa Hitchcock seconded the motion. All ayes. The motion carried.

Approval of November 18, 2022 Meeting Minutes

Jeremy Tobias made a motion to approve the November 18, 2022 meeting minutes. Richard Chapman seconded the motion. All ayes. The motion carried.

Preliminary Funding Recommendations for National Farmworker Jobs Program for Program Year 2022-2023

Jana Webb informed the committee that ETR applied for this grant in May of 2020 and this is the second year of the 4-year grant. Jana said that on March 14, 2022, ETR issues a request for refunding for year three under this grant. In the RFR it was mentioned that agencies would not be penalized for enrollments due to the pandemic. Jana said that the programs requesting refunding were the CSUB Auxiliary for Sponsored Programs Administration - Migrant Book Assistance Program for \$25,000, Kern High School District - Farmworker Opportunity Program for \$268,960, Proteus, Inc. - Farmworker Outreach and Placement in the amount of \$115,659, and Proteus, Inc. - Targeted Work Experience/On-the-Job Training for \$223,705. All four programs were recommended for

refunding. Jana said that although ETR has not yet been informed of their funding amount for the next fiscal year these are the recommendations at this time. Alissa asked if the book assistance program included the cost of the books or if it was just for services. Jana said that this funding amount did not include money for the purchase of the books but that those could be purchased with a PO that is in place with the bookstore. Teresa Hitchcock made a motion to approve the staff's recommendation. Linda Parker seconded the motion. All ayes. The motion carried.

Preliminary Funding Recommendations for Workforce Innovation and Opportunity Act Adult, Dislocated Worker, and Combined Programs and Services for Program Year 2022-2023

Anne Meert told the committee that this is for programs that are funded under the formula Adult and Dislocated Worker funds received under WIOA. Anne said the State has yet to release WIOA formula allocations for PY 2022-2023 but that we hope to have this information by the June 8, 2022 WDB meeting at which final funding recommendations will be approved. Anne said that in March 2019, Employers' Training Resource issued an RFP to procure WIOA Adult, Dislocated Worker, and combined programs and services for Program Year (PY) 2019-2020 for Kern County and have been utilizing an abbreviated RFR process for the years and 2022-23 is the fourth and final year. The latest RFR, which was authorized by your Board on December 15, 2021, was issued on February 28, 2022, to three agencies representing five programs and services. Anne said that the agencies that submitted applications would not be penalized for their enrollments due to the pandemic and it was required that they be current on the state's Eligible Training Provider List and be in good standing. The five programs that submitted applications were:

PROVIDER OF CAREER SERVICES FOR DELANO AJCC AND ON-THE-JOB TRAINING (OJT)

- Proteus, Inc. - Provider of Career Services
- Proteus, Inc. – OJT

PAID WORK EXPERIENCE

- Proteus, Inc.
- Kern High School District

CONTRACTED TRAINING

- Mexican American Opportunity Foundation - Bookkeeping

Anne said all programs/services were determined eligible for refunding with a total recommended funding of \$1,437,046 which is the same amount as for PY 2021-2022. Anne reminded the committee that Workforce Development Areas are required to expend at least 30 percent of their WIOA Adult and Dislocated Worker funds on training. Jeremy Tobias made a motion to accept the staff's recommendation to authorize the distribution of \$1,437,046 in PY 2022-2023 WIOA funds to Proteus, Inc. to provide Career Services at the Delano AJCC, OJTs, and Paid Work Experience in the amount not to exceed \$784,503, Kern High School District to provide Paid Work Experience in the amount not to exceed \$332,543, Mexican American Opportunity Foundation to provide Bookkeeping training in the amount not to exceed \$320,000, and with awards subject to negotiations,

funds available, and approval of the Kern County Board of Supervisors. Alissa asked Anne if she had the information on the agency's performance and Anne referred to Attachment B in the packet and discussed it further. Alissa mentioned that MAOF is dropping from 50-32 enrollments and asked if that was the plan for next year when they have only enrolled 7 participants to date. Anne said that MAOF explained that they want to improve their online training and they want to expand to other areas in Kern County. Alissa asked if ETR was continuing with their marketing support. Anne said that MAOF explained that they have hired someone to promote their programs on social media and have taken on more of the responsibility of reaching out to the public. Alissa asked if MAOF resolved the issue of their externship worksites. Anne said that she wasn't sure if that issue had been resolved and how many participants had completed their externships. Alissa again asked for a motion. Nick Hill seconded the motion. All ayes. The motion carried.

Regional Equity and Recovery Partnerships Grant

Michael Saltz told the committee that on May 6, 2022, Employers' Training Resource, in partnership with members of the San Joaquin Valley and Associated Counties - Regional Planning Unit (SJVAC RPU), applied for the Regional Equity and Recovery Partnerships Grant (RERP). The grant award is \$4,274,500 to fund the RERP in the SJVAC RPU of which ETR will receive the amount of \$983,031. Stanislaus County Workforce Development Board will be the administrator of the RERP, each Local Workforce Development Board will be administering its own program. The award announcement is expected in June and the grant term is estimated to be December 1, 2022, through September 30, 2025. The RERP represents an acceleration and deepening of the existing Regional Plan Implementation efforts which will support and invest in partnerships attempting to add high road approaches to existing sector strategies and career pathway programs. Michael said the RERP project identified by ETR will provide quality jobs in the healthcare industry. The RERP will permit ETR to serve 120 participants and place those who complete the program in career pathways. The collaboration between the workforce and community colleges is designed to address industry needs and educational capacity to increase the pipeline of health care workers in Kern County. Michael said health care employers across Kern County are experiencing critical staff shortages in a variety of these positions. The collaboration will focus on expanding the system to increase access to programs and training, recruit local workers, and provide additional needed support to help candidates succeed. Michael said the funding is for the length of the program.

Workforce Development Board and Standing Committee Composition

Elaine Basham said some of the members whose time is soon to expire should have received letters from ETR to determine if they wish to continue to serve and that we have heard from 4 out of the 5 members. Elaine said in February 2022, the Kern County Board of Supervisors accepted Diane McClanahan's resignation from the WDB and its committees and appointed Priscilla Varela as the Department of Rehabilitation One-Stop Partner agency member to the WDB. Elaine said that when a WDB member resigns, their replacement is not automatically assigned to any committee(s) and that Ms. McClanahan also served on the Program and Business Services and Youth Committees. Teresa recommended that we appoint Priscilla Varela to the standing committees as it is good to have DOR representation on the committee.

Director's Report

Teresa Hitchcock told the committee that the office is fully open. Teresa mentioned the Micro-Business grant and encouraged members to let people who may qualify know that it is available. Teresa also said ETR received funding through the State Apprenticeship Expansion Equity Innovation program for \$640,000. Teresa said Café 1600 will be opening through June 10th and then will be closed due to the end of the school year. Teresa also said that the transitional jobs programs are starting up.

Marketing Presentation

Marco Paredes provided the Committee with an activity report.

Committee Member Comments

Nick Hill and Jeremy Shumaker discussed why the Black Chamber of Commerce was not included as a partner in the Microbusiness Grant application process.

Arleana Waller and Teresa Hitchcock added additional information to the conversation.

Nick Hill spoke about the Pre-Apprenticeship program and expressed his concerns about not being overlooked as a potential partner in this endeavor.

Richard Chapman informed the Committee of the KIC (Kern Internship Connection) program that is launching within a couple of weeks.

Miscellaneous Filings

A. Program and Business Services Committee Attendance Report

B. Kern, Inyo and Mono Workforce Development Board and Committees' Meeting Schedule Calendar Year 2022

The meeting was adjourned at 9:05 a.m.

Kern, Inyo & Mono Workforce Development Board PBS Committee Attendance 2022					
P = Present	U=unexcused	X=Cancelled			
A = Excused Absence		2/3/22	5/12/22	9/8/22	11/10/22
First	Last	PBS	PBS	PBS	PBS
Leo	Bautista	X	A		
Richard	Chapman	X	P		
Stacy	Ferreira	X	A		
Nick	Hill III	X	P		
Brian	Holt	X	A		
Teresa	Hitchcock	X	P		
Linda	Parker*	X	P		
Alissa	Reed	X	P		
Jeremy	Tobias	X	P		
Arleana	Waller*	X	P		
*Non-WDB					

Kern, Inyo & Mono Workforce Development Board PBS Committee Attendance 2021					
P = Present	U=unexcused	X=Cancelled			
A = Excused Absence					
		2/18/21	5/13/21	9/16/21	11/18/21
First	Last	PBS	PBS	PBS	PBS
Leo	Bautista	P	P	P	P
Richard	Chapman	P	P	P	A
Jim	Elrod	A	A	RESIGNED	
Stacy	Ferreira	P	P	A	A
Nick	Hill III		P	P	P
Brian	Holt				P
Teresa	Hitchcock	P	P	P	P
Diane	McClanahan	P	P	P	A
Linda	Parker*		A	P	A
Alissa	Reed	P	P	P	P
Jeremy	Tobias	P	P	P	P
*Non-WDB					

Kern, Inyo & Mono Workforce Development Board Youth Committee Attendance 2022					
P = Present	U=unexcused	X=Cancelled			
A = Excused Absence		2/16/22	5/18/22	9/14/22	11/30/22
Member					
First	Last	YC	YC	YC	YC
Dale	Countryman*	A	P		
Teresa	Hitchcock	P	P		
Brian	Holt	Appt 3/30/22	P		
Ian	Journey	RESIGNED			
Karine	Kanikkeberg*	P	P		
Clare	Pagnini	P	P		
Leticia	Perez	A	A		
Norma	Rojas-Mora	P	P		
Jayne	Stuart*	P	A		
Greg	Terry*	P	P		
David	Villarino*	P	U		
Todd	Yepez	A	P		
*Non-WDB					

Kern, Inyo & Mono Workforce Development Board Youth Committee Attendance 2021					
P = Present		U=unexcused	X=Cancelled		
A = Excused Absence					
Member		2/24/2021 - cancelled	5/19/21	9/22/2021- cancelled	12/1/21
First	Last	YC	YC	YC	YC
Dale	Countryman*	X	P	X	P
Jim	Elrod	X	A	X	RESIGNED
Teresa	Hitchcock	X	P	X	P
Ian	Journey	X	P	X	U
Karine	Kanikkeberg*	X	P	X	P
Diane	McClanahan	X	P	X	A
Clare	Pagnini	X	P	X	P
Leticia	Perez	X	A	X	A
Norma	Rojas-Mora	X	P	X	P
Jayne	Stuart*	X	P	X	P
Greg	Terry*	X	P	X	A
David	Villarino*	X	P	X	P
Michael	Vogenthaler	X	A	X	RESIGNED
Todd	Yepez	X	P	X	P
*Non-WDB					

Kern, Inyo & Mono Workforce Development Board Executive Committee Attendance 2022					
P = Present	U=unexcused	X=Cancelled			
A = Excused Absence		3/17/22	6/2/22	10/6/22	12/1/22
Member					
First	Last				
Leo	Bautista	P	P		
Teresa	Hitchcock	P	P		
Karen	King	P	P		
Brenda	Mendivel	P	P		
Alissa	Reed	P	P		
Norma	Rojas-Mora	A	P		
John	Spaulding	P	A		
Victoria	Stockman*	A	P		
Todd	Yeppez	A	A		
*Non-WDB					

Kern, Inyo & Mono Workforce Development Board Executive Committee Attendance 2021

P = Present		U=unexcused	X=Cancelled					
A = Excused Absence								
Member		2/11/21	3/4/21	4/20/21	5/27/21	6/24/21	9/30/21	12/9/21
First	Last	SPECIAL	EXEC	SPECIAL	EXEC	SPECIAL	EXEC	EXEC
Leo	Bautista	P	P	P	P	P	P	P
Teresa	Hitchcock	P	P	P	P	P	P	P
Karen	King	P	P	A	P	P	P	P
Brenda	Mendivel	A	P	P	P	P	P	P
Norma	Rojas-Mora	P	A	P	P	A	P	A
John	Spaulding	P	P	P	P	P	P	P
Alissa	Reed	P	P	P	P	P	P	A
Todd	Yepez	P	P	P	P	P	P	P

Kern, Inyo & Mono Workforce Development Board Attendance 2021							
P = Present	U=unexcused	X=Cancelled					
A = Excused Absence							
Member		3/17/21	6/9/21	10/6/21	11/3/21 Special Session	12/2/21 Special Session	12/15/21
First	Last	WDB	WDB	WDB	WDB	WDB	WDB
Laura	Barnes	P	P	P	P	P	P
Leo	Bautista	P	P	P	P	P	A
Kelly	Bearden	P	A	P	A	P	P
Richard	Chapman	P	P	P	A	P	P
Jim	Elrod	P	RESIGNED	RESIGNED	RESIGNED	RESIGNED	RESIGNED
Stacy	Ferreira	P	P	P	P	P	P
Michael	Frey	P	P	P	P	P	P
Steven	Gomez	P	P	P	P	P	P
Chris	Gonzales	A	P	P	P	U	P
Greg	Gutierrez	P	P	P	P	P	P
Nick	Hill III	A	P	P	P	U	P
Teresa	Hitchcock	P	P	P	P	P	P
Brian	Holt			P	P	P	P
Ian	Journey	A	P	A	A	U	U
Karen	King	P	P	P	A	U	P
Greg	Knittel	P	P	P	A	U	A
Anita	Martin	A	P	P	P	U	P
Randy	Martin	P	P	P	P	U	P
Diane	McClanahan	P	A	A	P	A	RESIGNED
Dean	McGee	P	P	A	A	P	P
John	Means	A	P	P	A	P	P
Brenda	Mendivel	A	P	P	P	P	P
Clare	Pagnini	P	P	P	P	P	P
Alissa	Reed, Chair	P	P	P	P	U	P
Norma	Rojas-Mora	P	A	P	P	P	P
Rick	Schoengerdt	P	P	P	A	U	P
John	Spaulding	P	P	P	A	P	P
Joseph	Sumlin	U	U	A	U	U	RESIGNED
Jay	Tamsi	U	P	A	P	P	A
Shelly	Tarver	U	U	A	P	U	P
Jeremy	Tobias	P	U	P	P	P	P
Michael	Vogenthaler	A	A	RESIGNED	RESIGNED	RESIGNED	RESIGNED
Todd	Yepez	P	P	P	A	A	P

**KERN, INYO AND MONO
WORKFORCE DEVELOPMENT BOARD AND
COMMITTEES' MEETING SCHEDULE
CALENDAR YEAR 2022**

Program and Business Services Committee

America's Job Center of California – Bakersfield, 1600 East Belle Terrace, Bakersfield, -
Second Floor

Thursday, February 3, 2022, 8 a.m.
Thursday, May 12, 2022, 8 a.m.
Thursday, September 8, 2022, 8 a.m.
Thursday, November 10, 2022, 8 a.m.

Youth Committee

America's Job Center of California – Oildale Affiliate, 1129 Olive Dr., Bakersfield –
Recruitment Center

Wednesday, February 16, 2022, 3 p.m.
Wednesday, May 18, 2022, 3 p.m.
Wednesday, September 14, 2022, 3 p.m.
Wednesday, November 30, 2022, 3 p.m.

Executive Committee

America's Job Center of California – Bakersfield, 1600 East Belle Terrace, Bakersfield -
Second Floor

Thursday, March 17, 2022, 4 p.m.
Thursday, June 2, 2022, 4 p.m.
Thursday, October 6, 2022, 4 p.m.
Thursday, December 1, 2022, 4 p.m.

Workforce Development Board

America's Job Center of California – Oildale Affiliate, 1129 Olive Dr., Bakersfield –
Recruitment Center

Wednesday, March 30, 2022, 7 a.m.
Wednesday, June 8, 2022, 7 a.m.
Wednesday, October 19, 2022, 7 a.m.
Wednesday, December 14, 2022, 7 a.m.

**Due to COVID-19, all meetings will take place virtually until further notice.*